

**CITY OF MARATHON, FLORIDA
RESOLUTION 2010-65**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, WAIVING THE CITY'S PURCHASING POLICIES AND PROCEDURES AND APPROVING CONTRACTS WITH, GRUBBS EMERGENCY SERVICES, LLC., AND ASHBRIIT ENVIRONMENTAL SERVICES, INC FOR EMERGENCY DEBRIS REMOVAL SERVICES ON AN AS NEEDED BASIS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACTS ON BEHALF OF THE CITY AND TO EXPEND EMERGENCY FUNDS AS NEEDED; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City may enter into contracts for services without competitive bidding by utilizing existing contract terms and prices entered into by other governmental authorities as long as the governmental authority has followed a competitive bidding procedure leading to the award of the contract which is substantially similar to the City's competitive bidding procedure; and

WHEREAS, Islamorada, Village of Islands, Florida ("Islamorada") and the City of Key West, Florida ("Key West") competitively bid out emergency debris removal services and entered into contracts with Grubbs Emergency Management Services Inc. and Ashbritt Environmental Services Inc., respectively; and

WHEREAS, the City Manager recommends that the City Council waive the City's purchasing policies and procedures and "piggy back" on the contracts between the Village and Grubbs Emergency Services LLC., and Key West and Ashbritt Environmental Services, Inc. to provide comprehensive disaster recovery services to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

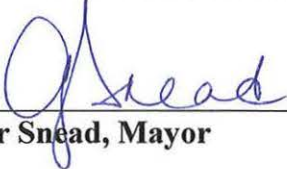
Section 2. Based upon the recommendation of the City Manager, the City Council waives the City's purchasing policies and procedures.

Section 3. The contracts between the City and Grubbs Emergency Management Services Inc. and Ashbritt Environmental Services Inc. for Emergency Debris Removal, copies of which are attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, are hereby approved. The City Manager is authorized to execute the agreements and expend emergency funds as needed on behalf of the City.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF JULY, 2010.

THE CITY OF MARATHON, FLORIDA



Ginger Snead, Mayor

AYES: Cinque, Keating, Ramsay, Worthington, Snead
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



City Attorney

**AGREEMENT
FOR
DISASTER RESPONSE SERVICES**

This Agreement, made as of this 26 day of June, 2010, (Effective Date) by and between the CITY OF MARATHON, a municipal corporation organized and existing under the laws of the State of Florida, with its permanent post office address at 9805 Overseas Highway, Marathon, Florida, 33050 (hereinafter referred to as "CITY") and Grubbs Emergency Services, LLC, a Florida limited liability company, with its permanent post office address at 20 South Broad Street, Brooksville, Florida 34601 (hereinafter referred to as "CONTRACTOR"):

WITNESSETH:

WHEREAS, the CITY has the need to contract for disaster response services; and

WHEREAS, Islamorada, Village of Islands, Florida competitively bid for disaster response services (Bid No. 07-10) which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, CONTRACTOR submitted a Bid in response to Islamorada; and

WHEREAS, after receipt of said Bid from CONTRACTOR, Islamorada entered into a Contract with CONTRACTOR to provide disaster response services; and

WHEREAS, said Contract is dated April 24, 2008 and is attached hereto and incorporated herein as Exhibit B (Islamorada Contract No. 07-10); and

WHEREAS, the CITY has reviewed the Scope of Services of the competitively bid Islamorada Contract and has determined that it is an Agreement that can be utilized by CITY to provide disaster response services; and

WHEREAS, CONTRACTOR has agreed to honor the prices, terms and conditions of Islamorada's Contract in performing disaster response services for the CITY; and

WHEREAS, the CITY desires to retain the services of CONTRACTOR established in this Agreement based on the Contract developed and executed by Islamorada, Florida; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. Attached hereto and made a part hereof by reference as Exhibits A & B are Islamorada's Contract 07-10 referred to above, and Invitation to Bid 07-10. The prices, terms and conditions of Islamorada's Contract No. 07-10 shall govern the relationship between CITY and CONTRACTOR, except as amended below:

- a. The Scope of Services to be performed under this Agreement shall be as set forth in the Islamorada Contract and the Islamorada Invitation to Bid, except said services shall be performed in and for CITY.
- b. CONTRACTOR shall perform the services in and for CITY as detailed in the Islamorada Contract utilizing the prices as set forth in the Contract.
- c. The Contract Administrator shall be the Public Works Director of the CITY or his designee.
- d. The Scope of Services of invitation to Bid 07-10 is amended as follows:
 - i. 1.6.12 ...Air curtain incineration shall conform to the details attached herewith.
 - ii. 1.6.19. Contractor is responsible for providing all safety equipment, protective closing, transportation, and all other cost to accomplish the work.
 - iii. 1.6.20. Contractor shall use only rubber tire equipment within all Public Rights of Way for the performance of loading and hauling debris.
 - iv. 1.6.21. Contractor shall not use equipment authorized for debris removal under this contract for private work during the working hours designated under this contract. Also, Contractor shall not solicit work from private citizens or others with manpower and equipment designated under this Agreement.
 - v. 1.6.22. Stranded broken utility poles, downed utility lines and appurtenances; transformers and other electrical and communication material are not eligible debris and shall be reported to the city. Said material shall be cleared as necessary but not taken to the TDSR sites.
- e. This Agreement is for a term of three years beginning the Effective Date and providing for two additional three year options to extend on behalf of the City, which must be approved by the City Council.
- f. Notice to CITY shall be sent to: Director of Public Works, City of Marathon, at 9805 Overseas Highway, Marathon, Florida, 33050, with a copy to the City Manager at the same address.
- g. Regarding governing law and venue, the validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, dispute or otherwise arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit in and for Monroe County, Florida.

Section 3. In all other respects, the terms and conditions of the Islamorada, Florida Contract 07-10 are hereby ratified and shall remain in full force and effect under this Agreement as provided by their terms.

IN WITNESS WHEREOF, CITY and CONTRACTOR have set their hands and seals, as of the day and year first above written.

ATTEST:

CITY OF MARATHON, FLORIDA



DIANE CLAVIER
CITY CLERK




ROGER HERNSTADT
CITY MANAGER

APPROVED AS TO FORM:



CITY ATTORNEY

GRUBBS EMERGENCY SERVICES, LLC



Printed Name: John G Grubbs
Title: Pres.
Dated: 7-19-10

EXHIBIT A

AGREEMENT

BETWEEN

ISLAMORADA, VILLAGE OF ISLANDS

AND

GRUBBS EMERGENCY SERVICES, LLC

FOR

DISASTER RECOVERY SERVICES

NO. 07-10

This Agreement (this "Agreement") is made and entered into the 24 day of ^{April} ~~May~~, 2008 by and between ISLAMORADA, VILLAGE OF ISLANDS, a Florida municipal corporation, ("Village"), and Grubbs Emergency Services LLC, ("Contractor") for Disaster Recovery Services (this "Agreement"). References in this Agreement to "Village Manager" shall be meant to include his or her designee.

WITNESSETH:

WHEREAS, the Village, issued an Invitation to Bid, Term Contract for Disaster Recovery Services; and

WHEREAS, bids were evaluated and ranked; and

WHEREAS, on April 28, 2008, the Village Council approved the ranking of bids for Disaster Recovery Services and authorized the appropriate Village officials to execute an agreement with the two top ranked contractors; and

WHEREAS, Village and Contractor desire to enter into this Agreement whereby the duties and obligations each to the other are set forth.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES

- 1.1 The Contractor must meet the requirements and perform the services identified in the Invitation for Disaster Recovery Services published on November 4, 2007, (the "Invitation"), attached hereto and made a part hereof, as Exhibit "A" and the Contractor's Bid, attached hereto and made a part hereof, as Exhibit "B".

- 1.2 Contractor agrees and acknowledges that Contractor is prohibited from exempting provisions of the Invitation or in this Agreement in any of Contractor's services pursuant to this Agreement.

SECTION 2. TERM

- 2.1 The term of this Agreement shall begin on the date it is fully executed by both parties (the "Effective Date") and shall extend for a three (3) year term (the "Term").
- 2.2 After the initial three (3) year term, the Village shall have the option to renew for an additional term of three (3) years, and upon completion of that period, the Village shall again have the option to renew for an additional term of three (3) years. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of the Agreement.
- 2.3 Contractor shall complete all services directed under this Agreement as soon as feasibly possible, and in the time necessary to accomplish the services, with the knowledge that time is of the essence. The scope and nature of the services to be performed will be directed by the Village once the extent of damage has been determined. The Village may impose liquidated damages of \$100.00 per day for breach of this paragraph. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the Village as a consequence of such delay, and both parties desiring to obviate any questions or dispute concerning the amount of said damages and the cost and effect of the failure of the Contractor to complete the services on time.

SECTION 3. COMPENSATION

- 3.1 The amount of compensation payable by Village to Contractor shall be based upon the rates and fees schedules as set forth in Exhibit "C", attached hereto and made a part hereof, which amount shall be accepted by Contractor as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by Contractor that these amounts are the maximum payable and constitute a limitation upon Village's obligation to compensate Contractor for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services as defined in Section 4 of the Invitation.
- 3.2 Contractor may submit an invoice for compensation, developed and agreed upon by the Village Manager and Contractor, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been

completed. Invoices shall designate the nature of the services performed and shall also show a summary of rates and fees with accrual of the total and credits for portions paid previously, and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.

- 3.3 Village shall pay Contractor in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the Village Manager, for failure of Contractor to comply with a term, condition or requirement of this Agreement.
- 3.4 Notwithstanding any provision of this Agreement to the contrary, the Village Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of Contractor, which has not been remedied or resolved in a manner satisfactory to the Village Manager. The amount withheld shall not be subject to payment of interest by Village.
- 3.5 Payment shall be made to Contractor by check or by Electronic Funds Transfer (EFT) as determined by the Village Manager in his or her sole discretion.
- 3.6 Contractor agrees to keep such records and accounts as may be necessary, for such time period as required by Florida Statutes, in order to record complete and correct entries as to personnel hours charged for which Contractor receives reimbursement. Such books and records shall be available at all reasonable times for examination and audit by Village.
- 3.7 If it should become necessary for Village to request Contractor to render any additional services to either supplement the services described in the RFP or to perform additional work, such additional work shall be performed only as authorized by the Village Manager or designee. Any such additional work agreed to by both parties shall be performed at the same rate in the schedules included in Exhibit "C".
- 3.8 On the first anniversary of the Effective Date and on the anniversary of each subsequent year, all hourly rates and fees described in the Agreement and Exhibit "C" attached hereto shall be increased by an amount equal to the lesser of the Consumer Price Index ("CPI") increase, as measured by the U.S. Department of Labor Bureau of Labor Statistics for the south urban region, or four percent (4%), unless both parties mutually agree in writing to an alternative arrangement.

SECTION 4. TERMINATION

- 4.1 This Agreement may be terminated for cause by the Village Manager if the Contractor is in breach and has not corrected the breach within sixty (60) days after written notice from the Village identifying the breach, or for convenience by action of the Village Council upon not less than sixty (60) days' written notice by

the Village Manager. This Agreement may also be terminated by the Village Manager upon such notice as the Village Manager deems appropriate under the circumstances in the event Village Manager determines that termination is necessary to protect the public health, safety, or welfare.

This Agreement may be terminated for cause by the Contractor if the Village is in breach and has not corrected the breach within sixty (60) days after written notice from the Contractor identifying the breach.

- 4.2 Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of Village as set forth in this Agreement or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the Village Manager which Village Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 4.4 In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the date the Agreement is terminated; however, upon being notified of Village's election to terminate, Contractor shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Village, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Village's right to terminate this Agreement for convenience.
- 4.5 In the event this Agreement is terminated, any compensation payable by Village shall be withheld until all documents are provided to Village pursuant to Section 7.1 of this Agreement. In no event shall Village be liable to Contractor for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

SECTION 5. INDEMNIFICATION

- 5.1 Contractor shall indemnify, hold harmless and, at Village's option, pay for an attorney selected by Village, to defend Village and any of its elected officials, officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of Contractor, its officials, agents, employees or subcontractors in the performance of the services

of Contractor under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.

- 5.2 Contractor shall indemnify, hold harmless and, at Village's option, pay for an attorney selected by Village, to defend Village and any of its elected officials, officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition of similar provisions.
- 5.3 Contractor shall indemnify Village and any of its elected officials, officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by Contractor of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. Contractor will defend and/or settle at its own expense any action brought against Village and any of its elected officials, officers, agents, servants and employees, to the extent that it is based on a claim that products or services furnished to Village by Contractor pursuant to this Agreement, or if any portion of the services or goods related to the performance of the service become unusable as a result of any such infringement or claim.
- 5.4 Contractor acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
- 5.5 The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Village Manager and the Village Attorney, any sums due Contractor under this Agreement may be retained by Village until all of Village's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by Village.

SECTION 6. INSURANCE

In order to insure the indemnification obligation contained above, Contractor shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages as set forth in the RFP, Exhibit "A".

SECTION 7. MISCELLANEOUS

7.1 Ownership of Documents. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Village. In the event of termination of this Agreement, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Village and shall be delivered by Contractor to the Village Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.

7.2 Audit and Inspection Rights and Retention of Records. Village shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by Village, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless Contractor is notified in writing by Village of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Village to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Village's disallowance and recovery of any payment upon such entry.

In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance.

In addition, Contractor shall provide a complete copy of all working papers to Village, prior to final payment by Village, in accordance with the RFP for Contractor services.

7.3 Policy of Non Discrimination. Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Agreement.

Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

- 7.4 Public Entity Crime Act.** Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to Village, may not submit a bid on a contract with Village for the construction or repair of a public building or public work, may not submit bids on leases of real property to Village, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Village, and may not transact any business with Village in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from Village's competitive procurement activities. In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.
- 7.5 Independent Contractor.** Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of Village. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of Contractor. This Agreement shall not constitute or make the parties a partnership or joint venture.
- 7.6 Third Party Beneficiaries.** Neither Contractor nor Village intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

- 7.7 **Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

VILLAGE:

Village Manager
Islamorada, Village of Islands
81990 Overseas Highway
Second Floor
Islamorada, Florida 33036

With a copy to:
Nina L. Boniske, Esq.
Village Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Boulevard
Coral Gables, Florida 33134

CONTRACTOR:

Mr. Brian Thomason, Vice President
Grubbs Emergency Services, LLC
P.O. Box 12113
Brooksville, FL 34603-2113

- 7.8 **Assignment and Performance.** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by Contractor, except with the prior written approval of the Village Manager, which shall be in his or her sole and absolute discretion. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except with the prior written approval of the Village Manager, which shall be in his or her sole and absolute discretion. A list of all such subcontractors shall be included in the Bid. If additional subcontractors are to be used during the term of this Agreement, other than those submitted in the Bid, a list of such subcontractors shall be provided to the Village Manager, subject to his or her approval.

Contractor represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFP and to provide and perform such services to Village's satisfaction for the agreed compensation.

Contractor shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

- 7.9 Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement.

Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Village in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Village in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

- 7.10 Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Village shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- 7.11 Materiality and Waiver of Breach.** Village and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Village's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- 7.12 Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement, including, but not limited to:
- a. Equal Employment Opportunity:** Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
 - b. Copeland "Anti-Kickback" Act:** Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
 - c. Davis-Bacon Act:** Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a--7) as supplemented by Department of Labor regulations (29 CFR Part 5).
 - d. Contract Work Hours and Safety Standards Act:** Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327--330) as supplemented by Department of Labor regulations (29 CFR Part 5).
 - e. Clean Air Act:** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- 7.13 Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless Village or Contractor elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 7.14 Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 7.15 Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the

term, statement, requirement, or provision contained in Articles 1 through 7 of this Agreement shall prevail and be given effect.

- 7.16 Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Monroe County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. This Agreement is not subject to arbitration.
- 7.17 Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.
- 7.18 Prior Agreements.** This Agreement and its attachments constitute the entire agreement between Contractor and Village, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 above.
- 7.19 Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- 7.20 Incorporation by Reference.** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.
- 7.21 Multiple Originals.** This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.
- 7.22 Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 7.23 Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

- 7.24 **Public Records.** Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to Village contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by Village and the public to all documents subject to disclosures under applicable law. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by Village.
- 7.25 **Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.
- 7.26 **Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

[THIS SPACE INTENTIONALLY LEFT BLANK]

AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND GRUBBS EMERGENCY SERVICES, LLC FOR DISASTER RECOVERY SERVICES.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Islamorada, Village of Islands through its Village Council, signing by and through its Village Manager, authorized to execute same by Council action on the 28th day of April, 2008; and Grubbs Emergency Services, LLC authorized to execute same, through its _____.

VILLAGE:

ISLAMORADA, VILLAGE
OF ISLANDS, a Florida municipal
corporation



By: _____
Kenneth Fields,
Village Manager

By: _____
Beverly Raddatz,
Village Clerk

Approved as to form and legality
For the Use and Benefit of
Islamorada, Village of Islands Only:

Village Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.

CONTRACTOR:

GRUBBS EMERGENCY SERVICES, LLC,
a Nevada limited liability company

By: _____
Name: R. VICTOR TABELLA
Title: Chief manager

ISLAMORADA, VILLAGE OF ISLANDS

INVITATION TO BID NUMBER: 07-10

Issue Date: 11/5/2007

Due Date: 12/19/2007

**INVITATION TO BID
Term Contract for Disaster Response Services**

Notice is hereby given that Islamorada Village of Islands is accepting sealed bids for a Term Contract for "Disaster Response Services."

In order to secure disaster response services for the Village in the event of a natural or man-made disaster, the Village will execute a term contract. The contract will be for a three-year term and may extend beyond such term if requested by Village. No minimum amount of services or compensation will be assured to any firm retained by the Village. In addition, the Village may retain other firms for similar services at its sole discretion.

The contracted services sought include providing all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary for disaster recovery to include but not be limited to the removal and lawful disposal of all eligible storm-generated debris within the legal boundaries of the Village's jurisdiction, in accordance with the standards of the Federal Emergency Management Agency and request for proposal package.

To be eligible for award, the Bidder must submit a completed bid package and be able to document that it has 1) at least two years of experience in conducting disaster recovery logistical support and debris removal operations; 2) knowledge and experience in FEMA public assistance reimbursement procedures; and 3) has provided services similar to those required to at least one jurisdiction with a population of at least 10,000.

All Bids must be submitted in sealed envelopes to the Village Clerk, Islamorada, Village of Islands, 81900 Overseas Highway, 1st Floor, P.O. Box 568, Islamorada, Florida 33036 on or before December 19, 2007, 4:00 PM, local time. Envelopes must be clearly marked "BID FOR DISASTER RESPONSE SERVICES". Any bid received after this time shall not be considered. Bid opening will be held immediately thereafter in the Office of the Village Clerk.

Please be advised that due to the Village's location, many delivery services do not deliver packages prior to 4:00 p.m. It shall be the Contractor's sole responsibility to ensure delivery prior to date and time above.

Further information may be obtained at www.demandstar.com or by contacting Zully Hemeyer, at (305) 852-6933.

Islamorada, Village of Islands

Bid Package for Disaster Response Services

This Bid package contains an Invitation to Bid for disaster response services which includes a scope of services, bid form and identifies the requirements being sought by Islamorada, Village of Islands.

In order to fulfill its needs, the Village intends to retain a contractor under a disaster response services agreement (the "Contract"). The Contract will be for a three-year term for such services as may be required in the event of a natural or man made disaster. No minimum amount of such services or compensation will be assured to any contractor so retained, and the Village shall not be prevented in any manner from retaining other contractors at its sole discretion.

SECTION 1 – REQUIRED BID SUBMITTALS

The Bidder (the term "Bidder" and "Contractor" are used interchangeably herein) shall submit one (1) original and two (2) copies of the Bid. The Bid shall indicate whether the Bidder is a sole proprietor, a partnership, a corporation, or other legal entity. All Bid submittals are required to include the following attachments:

1. Attachment A – Bid Form
2. Attachment B – Sample Load Ticket
3. Attachment C – List of equipment and facilities available to do the work required.
4. Attachment D – Contractor's Qualifications Statement, 00301 which must provide list of personnel, by name and title, contemplated to perform the work, including subcontractors.
5. Attachment E – Signed Trench Safety Act Form, 00302
6. Attachment F – O.S.H.A. Standards Acknowledgement Form, 00303
7. Attachment G – Copy of appropriate State of Florida Business License
8. Attachment H – Acknowledgements of Addenda received by Bidder (if any)
9. Attachment I – Evidence of Insurability or Copy of Certificates of Insurance naming Islamorada, Village of Islands as additional insured.
10. Attachment J – Copy of licenses for personnel certified to perform Advanced Maintenance of Traffic Operations or statement that a licensed individual shall be employed by Bidder if Bidder is awarded Contract. Employees must be certified under Part VI of the MUTCD, tort law, the FL RTDS 600 Series Index.
11. Attachment K – Contractor's General Operations Plan for execution of debris management for Islamorada, Village of Islands. Plan shall identify Contractor's Representative.
12. Attachment L – Verification Letter that Contractor is familiar with Village's Temporary Debris Management sites. List of Sites provided by Village.
13. Attachment M – Sample Contract Form acknowledgement.

SECTION 2 - INSTRUCTIONS TO BIDDERS

- 1.0 PRE-BID CONFERENCE: A Pre-Bid Conference will be held on December 5, 2007, 11:00 a.m. at the Islamorada Public Library, 81500 Overseas Highway, Islamorada, Florida.
- 2.0 INTERPRETATION OF BIDDING DOCUMENTS: All inquiries, clarifications or questions related to the Bidding Documents shall be made in writing at least five (5) days prior to the date for receipt of Bids, by mail: P.O. Box 568, Islamorada, Florida 33036 by fax to: 305-852-9523 or by e-mail to: zully.hemeyer@islamorada.fl.us. Interpretations or modifications of Bidding Documents made in any manner other than by written Addendum will not be binding. No oral interpretations or clarifications shall be binding.
- 3.0 The Bidder shall prepare Bids on the forms provided by the VILLAGE with all blanks on the Bid Form filled in by typewriter or written in ink. If the proposal is made by an individual, the Bidder's name and address of place of business shall be shown. If Bid is made by an entity, the name and address of the individual(s) authorized to bind the firm or partnership shall be shown. If Bid is made by a corporation, the individual executing the Bid shall show the name of the state under the laws of which the corporation is chartered, also the names and business addresses of its corporate officers. Anyone signing the Bid as agent shall include in the Bid legal evidence of his/her authority to do so.
- 4.0 **The Bid shall be enclosed in a sealed opaque envelope, addressed to Attn: Village Clerk, Islamorada, Village of Islands, 81990 Overseas Highway, Islamorada, Florida 33036. The envelope shall be further identified with the Project name and number, the Bidder's name and address, and the word "BID".**
- 5.0 Bidder is advised that delivery services may not be timely. It shall be the Bidders sole responsibility to ensure delivery prior to the required date and time.
- 6.0 The Bidder shall be registered as a Contractor with the Village's Building Department within ten (10) days following Notice of Award by Village.
- 7.0 The Bidders may be disqualified and their Bids rejected for any of the following reasons:
 - 7.1 The bid is not responsive.
 - 7.2 There is reason to believe that collusion exists among Bidders.
 - 7.3 Determination of lack of responsibility or competency as may be revealed by qualification statements, financial statements, experience records or other questionnaires.
 - 7.4 The Bidder's uncompleted work load which in the judgment of the Village may cause detrimental impact on prompt completion of this Project.
 - 7.5 The Bidder is or has been involved in any litigation against the Village.

- 7.6 The Bidder has defaulted on any previous contract, or is in arrears on any existing contract on any public or private matters.
 - 7.7 The submittal of more than one bid from an individual, firm, partnership, corporation or association under the same or different names.
 - 7.8 The Bidder's previous work with the VILLAGE has resulted in claims from third parties and or subcontractors.
- 8.0 It shall be a requirement of this bid that there are no related party transactions between the bidder and any employee, agent or contractor of the Village. Any Bidder who is a related party, as noted herein, will be considered non-responsive and the proposal and the bid bond will be immediately returned. A Bidder will be considered a related party if the Bidder has an ownership interest or is in any way related to an employee, agent, consultant or contractor, and can influence the management or operating policy of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests.
- 9.0 PUBLIC ENTITY CRIMES ACT - In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Village, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Village in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.
- 10.0 LICENSES: The Bidder shall provide a copy of business certificate from State of Florida and appropriate state of Florida contractor's license to perform work.
- 11.0 INSURANCE/EVIDENCE OF INSURABILITY: If awarded a Contract, Bidder shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as specified below, naming the Village as an additional insured, underwritten by a firm qualified to do business in the State of Florida. Each certificate shall include a thirty-day advance notice of cancellation provision in favor of the Village.
- 11.1 Comprehensive general liability insurance with limits of liability of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

- 11.2 Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws.
 - 11.3 Employer's Liability Insurance shall be provided at the statutory coverage amount with a minimum of \$100,000.00 per accident. Contractor shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
 - 11.4 Contractor's Liability Insurance shall also include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. General Aggregate (except products - completed operations) in the amount of \$1,000,000. Each Occurrence (Bodily Injury and Property Damage Combined) in the amount of \$1,000,000.
 - 11.5 Business Automobile Liability with minimum limits of \$1,000,000.00 per person, per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability each. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned Vehicles, Hired and Non-Owned Vehicles and Employers' Non-Ownership.
- 12.0 GOVERNING LAWS AND REGULATIONS: Bidders shall be familiar with all federal, state, and local laws, ordinances, rules and regulations that may in any manner affect the Work.
- 13.0 MODIFICATION AND WITHDRAWAL OF BID: Prior to the date and time of bid opening, a Bidder may withdraw his Bid at any time. After the bid opening, no Bid may be withdrawn, canceled or modified.
- 14.0 OPENING OF BIDS: Bids submitted will be opened publicly and read aloud at the time and place stated in the Invitation to Bid. The Village will review all Bids for responsiveness. Any non-responsive bids will be rejected.
- 15.0 AWARD OF CONTRACT: The Village will award a Contract to the lowest responsive and responsible Bidder, whose qualifications indicate the Award will be in the best interest of the VILLAGE and whose Bid complies with the requirements of these specifications. In no case will the award be made until all necessary investigations have been made into the responsibility of the Bidder(s) and the VILLAGE is satisfied that the Bidders are qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work within the specified timeframes.
- 16.0 If the VILLAGE accepts a Bid, the VILLAGE will provide a written notice of the award. Bidder will be required to execute the Sample Contract provided in the Bidding Documents and submit all requested certificates of

insurance, as required in the Contract Documents.

- 17.0 Until final award of Contract, the VILLAGE reserves the right to reject any and all Bids, with or without cause; to waive any informality or irregularity; or to accept the Bid which is in the best interest of the Village.

SECTION 3 - DEFINITIONS

Chipping or Mulching - The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms "chipping" and "mulching" are often used interchangeably.

Construction and Demolition Debris (C&D) - The definition of construction and demolition debris may vary between States. Construction and demolition debris can be defined as damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures.

Debris - Items and materials broken, destroyed, or displaced by a natural or man-made Federally declared disaster. Examples of debris include, but are not limited to, trees, construction and demolition material, and personal property.

Debris Clearance - Clearing roads by pushing debris to the roadside to accommodate emergency traffic.

Debris Management Site (DMS) - A location where debris is sorted, processed, reduced in volume, and/or disposed of (if debris management activities take place at a permanent disposal site).

Debris Removal - Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.

Demolition - The act or process of reducing a structure, as defined by State or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

Eligible - The term "eligible" herein shall relate to Emergency Work under Category A of the FEMA Public Assistance Grant Program - Debris Removal. Debris removal is eligible when: a) It eliminates an immediate threat to life, health, and safety; b) It eliminates an immediate threat of significant damage to improved property; c) It ensures economic recovery of the community and provides a benefit for the community-at-large.

Force Account Labor - Labor performed by the applicant's permanent, full time, or temporary employees.

Garbage - Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics, and papers.

Hazardous Waste - Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at

least one of the following four characteristics: ignitability, corrosivity, reactivity, or toxicity.

Hold Harmless - Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

Household Hazardous Waste (HHW) - Used or leftover contents of consumer products that contain chemicals defined in regulatory terms under the Resource Conservation and Recovery Act as appearing on one of the four hazardous waste lists or exhibiting one of the following characteristics: ignitability, corrosivity, reactivity, or toxicity. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders.

Infectious Waste - Waste capable of causing infections in humans, including contaminated animal waste, human blood and blood products, isolation waste, pathological waste, and discarded sharps (needles, scalpels, or broken medical instruments).

Legal Responsibility - In the context of debris management, a statute, formally adopted legal code, or ordinance that gives local government officials responsibility to perform work on public and/or private property.

Debris Monitoring - Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Public Assistance grant reimbursement.

Mutual Aid Agreement - A written understanding between communities and States obligating assistance during a disaster. See *FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance*.

National Response Plan (NRP) - A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures, and specific assignments and agencies involved in Federal assistance to supplement State, tribal, and local efforts.

Outbuilding - Any structure secondary to a house such as a barn, shed, or outhouse separated from the main structure.

Recycling - Activities by which discarded materials are collected, sorted, processed, and converted into raw materials and are then used in the production of new products.

Right of Entry - As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

Right-of-Way - The portions of land over which facilities such as highways, railroads, or power lines are built. It includes land on both sides of the facility up to the private property line.

Scale/Weigh Station - A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped, and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

Tipping Fee - A fee based on weight or volume of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs. The fee also may include amounts to cover the cost of closing the current facility and/or opening a new facility.

United States Army Corps of Engineers (USACE) - A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

White Goods - White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters.

ACRONYMS USED

DCA - Florida Department of Community Affairs
DOH - Monroe County Department of Health
EPA - Environmental Protection Agency
FDEP - Florida Department of Environmental Protection (or DEP)
FDOT - Florida Department of Transportation (or DOT)
FEMA - Federal Emergency Management Agency
SFWMD - South Florida Water Management District

SECTION 4 – SCOPE OF SERVICES

1. SCOPE OF CONTRACTED SERVICES

Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver disaster response services as requested by the Village including but not limited to the timely removal and lawful disposal of all eligible storm-generated debris.

These contracted services shall include all items listed below and provide for the cost effective and efficient removal and lawful collection and disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the Village, and in accordance with FEMA requirements. Contract services will only be performed when requested and as designated by the Village Manager, by approved Work Authorization issued in writing. Contractor shall load and haul the debris from within the legal boundaries of the Village to a site(s) specified by the Village as set out in Section 4.8 below.

The Village reserves the right to assign work to various contractors, at its sole discretion. The Village also reserves the right to approve all subcontractors hired by the contractor and/or to require the contractor to dismiss a subcontractor for cause, upon request.

1.1 Emergency Push/Road Clearance:

Contractor shall accomplish the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off of transportation routes as identified by and directed by the Village. The emergency push will normally be completed within the first 70 hours following the activation of this contract, unless notified otherwise by the Village. Time and material rate shall be applicable.

1.2 Debris Removal from Public Right-of-Way (ROW):

As directed by the Village, Contractor shall load and haul all eligible debris to an approved and certified Temporary Debris Management Site (TDMS) or other disposal destination, as specified by the Village. All collection and hauling will be consistent with Federal requirements applicable to the disaster event. The Contractor will ensure compliance with instructions from the Village regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris.

1.3 Debris Clearance/Removal from Public Property:

As directed by the Village, Contractor shall clear eligible debris from public property, load and haul all debris to a designated temporary debris management site (TDMS) or other disposal destination designated by the Village. If necessary, the Village will confirm the FEMA eligibility of the debris to be removed.

1.4 Demolition of Structures and Construction Debris Removal:

As directed by the Village, Contractor shall demolish unsafe structures and remove debris that has been determined by the Village to be a threat to the health and safety of the public. Contractor will exercise due diligence in demolishing and/or removing debris from private property. The Village will direct actions to secure the Right of Entry (ROE) onto private property to allow demolition and removal. Contractor will ensure hazardous materials screening and utilities disconnection as appropriate. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.

1.5 Private Property Waivers:

The Village will direct all actions to secure necessary permissions, waivers and ROE agreements from real property owners and/or Homeowner Associations (HOA) as required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with Federal requirements applicable to the disaster event.

1.6 Debris Separation/Reduction and Temporary Debris Management Site (TDMS) Management:

Contractor shall operate and manage the TDMS to accept and process all event debris. All actions will be implemented by the Contractor only with the prior approval of the Village. Actions by the Contractor will include, but are not limited to, the following:

- 1.6.1 Ensure that only debris authorized by the Village's Contract Administrator will be allowed into the TDMS sites.
- 1.6.2 Provide to the Village a video record of the pre- and post-use site conditions.
- 1.6.3 Conduct an onsite Phase 1 Environmental Audit, if required by the Village. Contractor shall submit list of engineering firms that shall be engaged by Contractor to perform such Audit.
- 1.6.4 Prepare a plan of proposed site layout and review with the Village prior to its implementation.
- 1.6.5 Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the Village prior to its implementation.
- 1.6.6 Provide adequate fire prevention/fighting equipment, including water truck and hoses, on site throughout the

- operational period of the TDMS.
- 1.6.7 Build and/or maintain roads as necessary for TDMS operation.
 - 1.6.8 Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors; Towers will be positioned at any entrance and any exit of the TDMS.
 - 1.6.9 Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.
 - 1.6.10 Confine hours of operation of the TDMS to those determined by the Village.
 - 1.6.11 Stage and process all debris in accordance with instructions from the Village.
 - 1.6.12 Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction.
 - 1.6.13 Prior to reduction and to the extent practical, segregate debris between vegetative debris, construction and demolition debris, white goods, and hazardous waste.
 - 1.6.14 Develop and implement, with the approval of the Village, a procedure for management of the receipt of unauthorized and/or ineligible debris at the TDMS.
 - 1.6.15 Provide the Village with proper and acceptable documentation (including destination, tickets, volume/weight) for final disposal of debris accepted at the TDMS.
 - 1.6.16 Upon the closure of the TDMS, restore the TDMS to its pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition.
 - 1.6.17 As directed by the Village, sod, hydro-seed or sprig the TDMS property once all other site closure issues have been addressed and cleared by the appropriate environmental agency.
 - 1.6.18 As directed by the Village conduct post use soil and water tests.

1.7 Designation and Management of Staging Areas:

Village shall provide list of staging areas to Contractor. Contractor shall identify appropriate staging areas for approval by Village that would accommodate activities such as truck/equipment certification, provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. Contractor shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well-being of all Contractor and sub-contractor personnel. The Village will approve of the location, size, layout and services to be provided at any staging area established by the Contractor, who will

insure that each area is managed in accord with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

1.8 Management of Tree Debris:

Tree debris is herein defined as vegetation, stumps, hanging limbs, leaning trees, and similar materials resulting from trees damaged during the event. The Village shall direct the Contractor regarding removal, collection, hauling and disposal of eligible tree debris, which will adhere to the most current FEMA Guidance Policy Disaster Specific Guidelines. Stumps within the public rights-of-way deemed by the Village to be public safety hazards will be removed and disposed of by the Contractor. The Contractor is responsible for collection, hauling and disposal of all tree debris on the cost basis of the cubic yard rate for regular vegetative debris.

1.9 Disaster Recovery Technical Assistance:

The Contractor will provide Disaster Recovery Technical Assistance to the Village to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program, planning, training and exercise development, as well as attendance at the Village's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the Village Representative.

2. PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of the Contract or meeting the approval of the Village may be rejected. Replacements and/or re-work, as required, will be accomplished on a timely basis at no additional cost to the Village.

2.2 BID FORM - Cost of Services:

The Contractor shall submit Attachment A providing a unit price Bid on Bid Form in these Bidding Documents. The Contractor shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon execution of the Contract,

payments will be made based on a unit price basis as specified in the Sample Contract in the Bidding Documents.

Unknown and/or unforeseen events or conditions may require an adjustment to the unit costs given in Attachment "A", of the Bidding Documents. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between the Contractor and the Village and approval by formal action as deemed necessary by the Village.

In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the most current version of the FEMA Schedule of Equipment Rates, to be applied at all times for implementation of the Contract.

3. STANDARDS OF PERFORMANCE

3.1 Contractor Representative and General Operations Plan:

The Contractor shall have a knowledgeable and responsible representative report to the Village and provide a copy of final Contractor's General Operations Plan within ten (10) days following the execution of the Contract. The Village will approve the General Operations Plan prior to its implementation within the Village. The Contractor's Representative shall have the authority to implement all actions required to begin the performance of contracted services as set forth in the Contract and the Contractor's General Operations Plan.

3.2 Mobilization:

When a notice to proceed in advance of an event has been received by the Contractor, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services. The Village may take such other actions as necessary to address the failure of the Contractor to mobilize resources on the schedule required by the Village.

4. GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The Village may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance. Village will provide the Contractor with a copy of any applicable agreements.

4.2 The Village's Obligations:

The Village shall furnish all information and documents necessary for the commencement of contracted services, including a written Work Authorization.

4.3 Contractor's Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Contractor personnel and subcontractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

4.4 Supervision by Contractor:

The Contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. The Contractor is solely responsible for all means, methods, techniques, safety and other procedures. The Contractor will employ and maintain a qualified Contractor's Representative as project manager at the work site(s) who shall have full authority to act on behalf of the Contractor. All communications given to the Contractor's Representative by the Village shall be as binding as if given to the Contractor.

4.5 Self-sufficiency of Contractor and Subcontractors:

The Contractor shall ensure that its work force, including subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse affects on the community.

4.6 Damages by Contractor:

The Contractor shall be responsible for conducting all operations, whether contemplated by the Contract or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. The Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. The Contractor must report such damage to the Village in writing within 24 hours. Should any property be damaged due to negligence on the part of the Contractor, the Village may either bill the Contractor for the damages, withhold funds due to the Contractor, or the Contractor may also repair all damage to the satisfaction of the Village. The determination of whether "negligence" has occurred shall be made by the Village in its sole discretion.

4.7 Contractor's Duty Regarding Other Contractor(s):

The Contractor acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.8 Contractor's Ownership of Debris:

All debris, once collected by the Contractor, shall become the property of the Contractor or the Village may exercise ownership of flow control for removal and lawful disposal. The debris may consist of, but not be limited to, vegetation, construction and demolition debris, white goods and collected hazardous materials.

4.9 Contractor's Disposal of Debris:

Unless otherwise directed by the Village, the Contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the Village. The locations of the TDMS shall be approved by the Village. Final disposal sites shall be provided to the Village in writing. Copies of receipts and disposal tickets shall be provided to the Village when complete. Separate unit prices for delivery and disposal of debris to TDMS and final disposal may be allowed by the Village. Upon request from the Contractor, other sites may be utilized as directed and/or approved by the Village.

5. GENERAL TERMS AND CONDITIONS

5.1 Multiple, Scheduled Passes:

The Contractor shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the Village. The Village shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the Village. The Contractor will document the completion of all passes based on the direction from the Village and will provide this documentation to the Village on the frequency requested by the Village.

5.2 Clean as you go Policy:

The Contractor shall provide a "clean as you go" policy and supervise and enforce such policy during debris management operations.

5.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and

local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the Village. Should operation of equipment be required outside of the public ROW, the Contractor will ensure that a ROE agreement has been obtained prior to property entry.

5.4 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secure and trimmed so that to the extent practical no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Contractor will survey the primary routes used by Contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

5.5 Traffic Control:

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). Contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

5.6 Work Days/Hours:

Work days and/or work hours shall be as directed by the Village following consultation and notification to Contractor. Working hours on holidays shall be at the discretion of the Village.

5.7 Hazardous and Industrial Wastes:

Upon the pre-authorization of the Village, the Contractor shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, the Contractor will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan, and this plan will be in accordance with all local, state and Federal requirements and will be approved by the Village. In accord with this plan, the Contractor shall use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if and when directed to do so by the Village.

5.8 Utilizing Local Resources:

Contractor shall, to every extent possible, give priority to utilizing labor and other resources originating within Monroe County.

5.9 Work Safety:

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training and supervision as may be required by the Village and/or other governmental regulations. Contractor shall ensure that its subcontracts contain an equivalent safety provision.

5.10 Inspection of Contractor Operations:

All debris shall be subject to inspection by the Village and other public authorities to ensure compliance with the Contract, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. The Village will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

5.11 Corrective Actions Required of Contractor

When instructed by the Village's Representative, the Contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of the Contract, as determined by the Village in its sole discretion, and notify the Village within 24 hours.

5.12 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the Village that such actions are eligible for state and/or Federal reimbursement.

5.12.1 Eligibility Inspections:

A representative for the Village shall inspect each load, or shall inspect at some other frequency of the Village's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

5.12.2 Eligibility Determinations:

If any load is determined to contain material that does not

conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and the Contractor will not invoice the Village for such loads. The Village, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

5.13 Other Agencies:

The term "government" as used in the Contract refers to those governmental agencies which may have a regulatory or funding interest in the Contract.

6. REPORTS, CERTIFICATIONS AND DOCUMENTATION

6.1 Reports:

The Contractor shall submit periodic, written reports in a format required by the Village documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

6.1.1 Daily Reports:

Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations within 24 hours.

6.1.2 Weekly Summaries:

A summary of all information contained in the daily reports as described in Section 6.1.1, within two days of the close of the week. At the request of the Village, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include: Collection contractor or sub-contractor, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable) field monitor name / number, TDMS location, tower monitor / name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

6.1.3 Report Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by the Village, in consultation with the Contractor.

6.1.4 Data Reconciliation

Reconciliation of data will be accomplished weekly between the Contractor and the Village's Representative. All discrepancies will be resolved within 5 days.

6.1.5 Final Project Closeout:

Upon final inspection and/or closeout of the project by the Village, Contractor shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by the Contractor, plus the total cost of the project invoiced to the Village. The Contractor shall provide, upon request of the Village and/or no later than project closeout, a release of liens demonstrating that all subcontractors to the Contractor have been fully paid. The Contractor will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the Village and/or government. Final project reconciliation must be approved by the Village.

6.2 Certifications

The Contractor will adhere to the process for certification of personnel and vehicles established by the Federal Emergency Management Agency, to include the following:

6.2.1 Certification of Vehicles and Load Capacity

- a. Contractor shall ensure that all equipment is certified in accordance with most current federal procedures.
- b. After a disaster, the Village, or its designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the Village.
- c. All Contractor and subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses.
- d. Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck will receive two

placards, which shall be affixed on opposite sides of the truck body. The placards will be at least 42" x 24" with 6" lettering. The truck driver will be provided up to two (2) copies of a vehicle certification sheet by the Contractor and also provide copies for subcontractor's records.

- e. Contractor may be required to provide a scale capable of weighing large trucks and equipment.

6.2.2 Certification of Personnel

The Contractor will certify to the Village that all Contractor and subcontractor personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations. Upon request of the Village, the Contractor will provide documentation certifying the adequacy of the training, experience and capabilities of all Contractor and subcontractor personnel, to include but not be limited to the following:

- 6.2.2.1 Senior management personnel of the Contractor assigned to implement work authorizations pursuant to the Contract will participate, upon request, in training and briefing sessions held by representatives of Monroe County and/or the Village.
- 6.2.2.2 Senior, supervisory personnel of the Contractor and all subcontractors thereto will have received training in debris management, the operational concepts established by the Monroe County Countywide Debris Management Plan, and the implementation of the National Incident Management System.
- 6.2.2.3 Personnel assigned by the Contractor as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used by the Village.
- 6.2.2.4 Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations.
- 6.2.2.5 Upon their deployment for field operations, all Contractor and subcontractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures

6.3 Utilization of a Standardized "load ticket":

The Contractor and all subcontractors will utilize a standardized "load ticket" for documenting each load of debris from its origin to the TDMS and/or final disposal location. The "load ticket" utilized will be identical to the sample provided by the Contractor in Attachment B.

6.4 Additional Supporting Documentation:

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by the Village and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

6.5 Report Maintenance:

The Contractor will be subject to audit by federal, state and local agencies pursuant to the Contract. The Contractor will maintain all reports, records, debris reporting tickets and Contract correspondence for a period of not less than three (3) years.

7. DESCRIPTIONS

7.0 Description of Unit Price Bid items:

Table A – Unit Prices for Time and Materials: The Contractor will provide all services and expenses necessary for the emergency push, debris pickup and hauling, processing of debris at the TDMS, and final disposal for a fixed unit price as a cost per cubic yard, as well as time and material for all related equipment regardless of debris type. As necessary, Contractor may be paid based on the hourly use of equipment.

Table B - The Contractor will provide all services and expenses necessary for the emergency push, debris pickup and hauling, processing of debris at the TDMS, and final disposal for a fixed unit price as a cost per cubic yard, for the debris types noted below, but excluding debris designated as hazardous wastes. This cost is inclusive of all related expenses including but not limited to, contract administration, technical assistance to the jurisdiction, personnel training and certification, TDMS management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the Contract.

1. Leaners, hangers, and stumps (\$\$/cubic yard)
2. Vegetative debris (\$\$/cubic yard)
3. Construction & Demolition (\$\$/cubic yard)
4. All inclusive debris to include all of the above (\$\$/cubic yard)

7.1 Cleaning and Restoration of Beaches:

The Contractor will remove and dispose of debris accumulated on the beaches located within the Village by written request, and will collect, screen for debris removal, and re-deposit sand on the beach that has accumulated in adjacent areas up to 2,000 feet from the original land edge of the beach. Locations will be designated by the Village's authorized representative. The Contractor will be reimbursed at a fixed rate for this service.

7.2 Debris Removal and Restoration of Canals:

The Contractor will remove debris resulting from the event that impedes the drainage and navigation of canals and adjacent banks, as directed by the Village. Debris to be removed will be vegetative and/or construction and demolition debris affecting the canals, but *excludes* removal of damaged and/or abandoned boats. The Contractor will also haul, process and dispose of the collected debris.

7.2.1

The Contractor will restore, re-grade, and/or reseed the canal banks and slopes, as directed by the Village. The Contractor will be reimbursed at a fixed rate for this service.

7.3 Motor Vehicles:

The Contractor will remove motor vehicles damaged by the disaster event and/or abandoned by the owner due to the circumstances of the event. The Village will identify the area(s) from which motor vehicles are to be removed. Motor vehicles will be processed by or for the Contractor in a manner that complies with all requirements for removal and processing of hazardous materials, e.g., gasoline, oils and other fluids. The Contractor will also ensure the proper final disposal of the removed vehicle. The Contractor will be reimbursed at a fixed rate, inclusive of all towing, processing and disposal costs.

7.4 Boats:

Boats severely damaged by the disaster event, and abandoned in or on the canals, marinas, and beaches of the Village will be collected by the Contractor, processed for removal and disposal of hazardous materials in accord with applicable regulations, demolished and transported to a suitable location for final disposal. The Village will determine the vessels to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing the Contractor to remove and dispose of the vessel. The Contractor is

otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process. The Contractor will be reimbursed at a fixed rate for this service.

7.5 Hazardous Waste and Contaminated Debris Management:

The Contractor will identify, separate, collect, transport and dispose of disaster-generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris. The Contractor will provide trained, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct the Contractor personnel in the safe and proper handling and disposal of the material. All hazardous waste and contaminated debris will be collected, transported and disposed of by the Contractor as required by local, state and Federal regulations. The Contractor will be reimbursed at a fixed rate for this service.

7.6 Fire Suppression Support:

In the event of water system failure in the Village, the Contractor will provide filled water trucks of a minimum capacity of 1500 gallons, and equipped with outlet valves compatible with fire hose connections meeting national standards of the National Fire Protection Association, or as otherwise specified by the Village. The Village will direct the Contractor regarding the location(s) for the truck(s) to be positioned, and the Village will provide a fully qualified and licensed driver. If the initial water supply is used, the Village will be responsible for refilling the truck. The Contractor will be reimbursed at a fixed rate for this service.

7.7 Emergency Potable Water:

The Contractor will provide the Village with whole pallets of individually bottled water drinking water. The Village will instruct the Contractor as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Contractor will be reimbursed at a fixed rate for this service.

7.8 Emergency Delivery of Ice:

The Contractor will provide the Village with whole pallets of cubed ice made from potable water in individually packaged sacks of between 5 and 10 pounds. The Village will instruct the Contractor as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Contractor will be reimbursed at a fixed rate for this service.

7.9 Temporary Bathrooms, Showers, Kitchens and Feeding Stations:

The Contractor will provide the Village with "comfort stations," e.g.,

modular units to provide for the comfort and support of disaster victims within or near impacted neighborhoods. The modular units will include tents, portable toilets, hand basins, shower units, a mobile kitchen, chairs and tables for food service, and all necessary personnel, food, equipment and supplies to operate the units for extended periods. Each comfort station must include equipment compliant with the Americans with Disabilities Act. The unit must be capable of serving three meals per day. The Village will provide law enforcement and emergency medical services staff to compliment the work force provided by the Contractor. The Contractor will be reimbursed at a fixed rate for this service.

7.10 Temporary Satellite Communications:

The Contractor will provide satellite communications units capable of voice, text messaging, data transfer and Internet access for use by Village personnel in the event of failure of other communications systems. The units will be rented/leased to the Village and will be fully equipped, including AC/DC adapters (including automotive battery chargers), instructions and carrying cases. The units will be fully operational upon delivery to the Village, without further action by the Village. The Contractor will be reimbursed at a fixed rate for this service.

7.11 Emergency Power Generation:

The Contractor will provide mobile electric power generation units for facilities and locations located within the Village. The Village will define the size and fuel type of the mobile units, which will be leased to the Village. The Village will require up to ((specify number of separate units)) of ((specify 120 and/or 240 volt)) units, ranging in capacity from ((specify range of KW needed)), and the Contractor will deliver the units to the facilities or locations designated by the Village, and ensure connection of the unit to the existing electrical wiring by a licensed electrician. The Contractor will also ensure the unit is fueled, tested, and demonstrated to be operational prior to departure from the location. The Contractor will also provide fuel for the duration of the units use by the Village, and will have readily available technical support and repair or replacement services. The Contractor will be reimbursed a fixed rate for this service.

7.12 Pumping and Water Relocation/Removal for Flood Control:

The Contractor will provide all personnel, trucks, pumps, hoses, fuel, and other necessary equipment for removal of standing water from low collection areas where localized flooding threatens public safety or continuing property damage, as directed by the Village. Water removal may be both by pumping to adjacent storm sewers, if functional, to nearby stream or drainage canals, or into tanker trucks. The Contractor must comply with any applicable environmental requirements concerning discharge of the water

once pumped. The Contractor will be reimbursed at a fixed rate for this service.

7.13 Sewer, Culvert and Catch Basin Cleaning:

The Contractor will provide all personnel, vehicles, equipment and supplies to clean disaster-related debris, including sand and mud, from storm sewers, culverts, catch basins and draining canals. The Village will designate the storm water systems to be cleaned. This service will be provided on a per structure basis.

7.13.1

The disposal fee shall also be provided by the ton and Contractor should identify potential locations for disposal.

7.14 Decontamination of Buildings and Facilities:

The Contractor will provide for chemical and/or biological decontamination of buildings, facilities or other structures as directed by the Village. The Contractor is responsible for providing experienced, trained and equipped personnel, for all equipment and supplies, and for final disposal of all contaminated materials removed from the structure. All operations by the Contractor must be in full compliance with all health and safety standards, as well as environmental protection requirements applicable to the decontamination and disposal process. The Contractor will be reimbursed at a fixed rate for this service.

7.15 Mold Remediation:

The Contractor will provide all personnel, equipment, supplies and services necessary for the planning of mold remediation services, removal and disposal of mold contaminated materials, and other mold remediation measures necessary for affected public buildings belonging to the Village. The Contractor will comply with all Federal guidelines on mold remediation, and ensure compliance with all applicable health, safety and environmental protection standards. The Village will designate which buildings or other structures are to be remediated, will approve the Contractor's mold remediation plan, and will designate the disposal facility to be utilized for mold-contaminated materials removed by the Contractor. The Contractor will be reimbursed at a fixed rate for this service.

SECTION 5 – ATTACHMENTS

The following attachments must be returned to Islamorada, Village of
Islands by Bidder.

ATTACHMENT A
DISASTER RESPONSE SERVICES
UNIT PRICE BID FORM

Bid costs are inclusive of all related expenses including, but not limited to, contract administration, technical assistance to the Village, personnel training and certification, TDMS management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the Contract.

BID FROM:

Company: _____

Address: _____

Phone/ Fax: _____

to furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for construction of:

Disaster Response Services, Project No. 07-10, located at various locations within ISLAMORADA, VILLAGE OF ISLANDS, Florida.

To: ISLAMORADA, VILLAGE OF ISLANDS
ATTN: VILLAGE CLERK
81990 Overseas Highway, 2nd Floor
P.O. Box 568
Islamorada, FL 33036

- 1.0 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with VILLAGE in substantially the form as the Sample Contract included in the Bidding Documents to perform all Work and any Additional Services as specified or indicated in the Bidding Documents at the unit prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.0 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of VILLAGE.

3.0 In submitting this Bid, Bidder represents, as set forth in the Contract, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all, which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has correlated the information known to Bidder, including location of Village in relation to any proposed final disposal sites, information and observations for Village's Debris Separation/Reduction and Temporary Debris Management Sites obtained from visits to the Site, any reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, and data provided with the Bidding Documents.

E. Bidder has given the Village written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the Village is acceptable to Bidder.

F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.0 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Village.

5.0 Bidder acknowledges that there are no quantities guaranteed, and Unit Cost information is solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual services provided, determined as provided in the Contract Documents.

6.0 Bidder acknowledges that all unit costs include any necessary insurance and bonds.

TABLE A – Time and Materials

Heavy Equipment	Size or type	U/M	Unit Price
<i>Operators Included</i>			
Skid Steer Loader	Bobcat	Hour	
Backhoe	Cat 416	Hour	
Wheel Loaders	Cat 950	Hour	
Wheel Loaders	Cat 966	Hour	
Wheel Loaders	Cat 980	Hour	
Tracked Loader	Cat 955	Hour	
Towed Loader w/ Tractor	Prentice 210	Hour	
Self Loading Knuckle boom Truck	25-35 CY Body	Hour	
Self Loading Knuckle boom Truck	35-45 CY Body	Hour	
Dozer	Cat D4	Hour	
Dozer	Cat D5	Hour	
Dozer	Cat D6	Hour	
Dozer	Cat D7	Hour	
Dozer	Cat D8	Hour	
Excavators	Cat 320	Hour	
Excavators	Cat 325	Hour	
Excavators	Cat 330	Hour	
Tractor w/ Box Blade	80 Hp	Hour	
Motor Grader	Cat 120G	Hour	
Crane	30 Ton	Hour	
Bucket Truck	Up to 50' reach	Hour	
Bucket Truck	50' to 75' reach	Hour	
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	
Mechanized Broom	Street Sweeper	Hour	
Water Truck	-2000 Gallon	Hour	
Stump Grinder	Vermeer 252	Hour	
Chipper w/ 2 man crew	Morbark Storm	Hour	
12-Foot Tub Grinder	Morbark 1200	Hour	
13-Foot Tub Grinder	Morbark 1300	Hour	
Heavy Equipment	Size or type	U/M	Unit Price
Equipment Transport w/ Tractor	50 Ton	Hour	
Truck Mounted Winch		Hour	

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

TABLE B – DEBRIS COLLECTION AND REDUCTION SERVICES

The Contractor will provide all services and expenses necessary for debris pickup and hauling, processing of debris at the TDMS, and final disposal for a fixed unit price as identified below. This cost is inclusive of all related expenses including contract administration, technical assistance to the Village, personnel training and certification, TDMS management, services for security, safety and traffic management, and associated actions necessary for implementation of disaster response services and operations by the Contractor as defined in the Contract.

DESCRIPTION OF SERVICES	UNIT OF MEASURE	UNIT COST
Reduction and Disposal at Temporary Debris Management Sites (all costs including haul out and disposal as applicable)		
Vegetative debris -- Collection	Cu. Yd.	
Construction and Demolition (including white goods)	Cu. Yd.	
White Goods	Ea.	
Seaweed (cubic yards) Collection	Cu. Yd.	
Seaweed (cubic yards) Disposal	Cu. Yd.	
Vegetative debris Reduction	Cu. Yd.	
Tree Debris Removal		
Hangers	Per Tree	
Leaners		
13" to 24"	Per Tree	
25" to 48"	Per Tree	
49" to 72"	Per Tree	
> 72"	Per Tree	
Stumps		
25" to 48"	Per Stump	
49" to 72"	Per Stump	
> 72"	Per Stump	
Stump Backfill	Per Stump	
Demolition of Structures	Sq. Ft.	

Resulting Structure Demolition construction debris removal and disposal costs	Cu. Yd.	
Video Record of pre-and post-TDMS site	Each	
Phase I Environmental Audit	Each	
TDMS site grading	Sq. Ft.	
Topsoil TDMS site	Cu. Ft.	
Cleaning and restoration of beaches	Cu. Yd.	
Debris removal from canals	Cu. Yd.	
Disposal of debris from canals	Ln. Ft.	
Restoration of Canal banks and Slopes	Cu. Yd.	
Engineering fees associated with canal and slope restoration	Avg. Per Hour	
Permit fees associated with canal and canal slope restoration	Each	
Motor Vehicles Removal (from right-of-way) including towing, processing and disposal	Each	
Motor Vehicle Removal (from canal) including towing, processing and disposal	Each	
Boat Removal from right-of-way including towing, processing and disposal	Ln. Ft.	
Boat Removal from canal including towing, processing and disposal	Ln. Ft.	
Hazardous Waste/ Contaminated Debris management	Cu. Yd.	
Fire Suppression Support	Each Unit	
Emergency potable water	Gallon	
Emergency delivery of ice	Cost per pound	
Temporary bathrooms, showers, kitchens and feeding stations(comfort stations)	Each Unit	

Temporary satellite communications	Each Unit	
Emergency power generator	Each Unit	
Pumping and water relocation/removal for flood control	Each Unit	
Sewer, culvert and catch basin cleaning	Each Catch Basin	
Sewer, culvert or catch basin material Disposal Fee	Cu. Yd.	
Decontamination of buildings and facilities	Sq. Ft.	
Mold remediation	Sq. Ft.	

CONFIRMATION SIGNATURE OF UNIT PRICE BID INFORMATION

Name of Bidder

Signature of Bidder

Title

7.0 Bidder's Information:
The BIDDER states that he is an experienced CONTRACTOR and has completed similar Work within the last five years. This information has been provided on Document 00301 Contractor's Qualifications Statement.

8.0 Bidder accepts the provisions of the Sample Contract.

9.0 The Bidder is familiar with the terms used in this Bid and the meanings indicated.

BID SUBMITTED on _____, 20__.

State Contractor License No. _____ (If applicable)

License Type: _____

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

ATTACHMENT B
STANDARDIZED LOAD TICKET

BIDDER SAMPLE

ATTACHMENT D

DOCUMENT 00301

CONTRACTOR'S QUALIFICATIONS STATEMENT

THIS FORM MUST BE SUBMITTED WITH BID FOR BID TO BE DEEMED RESPONSIVE.
The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

2. The address of the principal place of business is:

3. Company telephone number, fax number and e-mail addresses:

4. Number of employees:

10. Have you ever failed to complete any work awarded to you? If so, where and why?

11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have previously performed work:

11.1.

Name

Address

Telephone No.

11.2.

Name

Address

Telephone No.

11.3.

Name

Address

Telephone No.

16. What equipment will you purchase for the proposed work?

18. What equipment will you rent for the proposed work?

19. State the **name of your proposed project manager** and give details of his or her qualifications and experience in managing similar work.

20. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

20.1 The correct name of the Bidder is:

20.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).

20.3. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

SUBMITTED BY:

SIGNATURE

PRINT NAME/ TITLE

STATE OF FLORIDA)

) SS.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 200____, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 200____.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Signature of person taking acknowledgment)

ATTACHMENT E

DOCUMENT 00302

TRENCH SAFETY ACT FORM

This form must be completed and signed by the Bidder. Failure to complete this form may result in the bid being declared non-responsive.

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period following execution of the Contract Documents. The Bidder by signing and submitting the bid is, in writing, assuring that it will perform any trench excavation in accordance with applicable trench safety standards.

Bidder herein acknowledges that the cost for compliance to the Florida Trench Safety Act is included in the applicable items of this Bid.

The Bidder is, and the VILLAGE is not, responsible to review or assess Bidder's safety precautions, programs of costs, of the means, methods, techniques or technique adequacy, reasonableness of cost, sequences of procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the Trench Safety Act". Bidder is, and the VILLAGE and ENGINEER are not, responsible to determine, if any safety or safety related standards apply to the project, including but not limited to, the "Trench Safety Act".

Witness Signature

Signature

Witness Printed Name

Contractor Name

Title

Date

Date

ATTACHMENT F

DOCUMENT 00303

ACKNOWLEDGEMENT OF CONFORMANCE

WITH O.S.H.A. STANDARDS

TO ISLAMORADA, VILLAGE OF ISLANDS

Contractor's Name: _____

hereby acknowledge and agree that I/We have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the VILLAGE, its officers, agents, employees, and consultants against any and all legal liability or loss the VILLAGE, its officers, agents, employees, and consultants may incur due to failure to comply with such act.

ATTEST

CONTRACTOR NAME

ATTEST

By: _____

Title: _____

DATE

ATTACHMENT G

COPY OF STATE OF FLORIDA BUSINESS LICENSE; CORPORATE FILINGS; OR
ARTICLES OF INCORPORATION AS
REQUIRED BY THE SECRETARY OF STATE, FLORIDA.

ATTACHMENT H

PROVIDE COPIES OF ACKNOWLEDGEMENTS OF ADDENDA RECEIVED.

ATTACHMENT I

PROVIDE EVIDENCE OF INSURABILITY / COPY OF CERTIFICATES OF
INSURANCE

ATTACHMENT J

PROVIDE COPY OF MAINTENANCE OF TRAFFIC LICENSE(S) OR STATEMENT
THAT A LICENSED INDIVIDUAL SHALL BE EMPLOYED BY BIDDER IF BIDDER IS
AWARDED CONTRACT.

ATTACHMENT K

PROVIDE COPY OF BIDDERS
GENERAL OPERATIONS PLAN
FOR DEBRIS MANAGEMENT OPERATIONS.

ATTACHMENT L

PROVIDE VERIFICATION LETTER REGARDING FAMILIARITY WITH VILLAGE'S
TEMPORARY DEBRIS MANAGEMENT SITES.

SUMMARY OF LOCATIONS FOR TEMPORARY DEBRIS STORAGE AND REDUCTION SITES

All sites are +/- 1 acre.

PRIMARY SITES (debris storage and reduction):

1. Plantation Key - mile marker 86.8 bayside, the Amerigas property area behind building
2. Upper Matecumbe Key - Island Community Church, north of baseball field
3. Indian Key Fill Boat Ramp bayside right-of-way, approximately mile marker 78
4. Windley Key – property leased by Village from FDOT, approximately mile marker 84 (use of only Southern end)

SECONDARY SITES (debris storage only):

1. Lower Matecumbe Key bayside from the bike path at approximately mile marker 73
2. Lower Matecumbe Key bayside right-of-way northbound approximately mile marker 77
3. Tea Table ocean side right-of-way approximately mile marker 80
4. Upper Matecumbe Key – Right-of-way rest area at mile marker 80 bayside
5. Plantation Key – Vacation Street and U.S. Highway 1, approximately mile marker 88 bayside
6. Plantation Key – Old Highway at corner of Plantation Drive and Ocean Drive, approximately mile marker 90 ocean side
7. Plantation Key – Old Highway Partial use of Road/Median area from Ocean Drive to Fontaine, approximately mile marker 90
8. Plantation Key – School Bus parking lot, approximately mile marker 90 bayside
9. Plantation Key – Southwest corner of Founders Park -
10. Plantation Key – Tropical Trash lot, approximately mile marker 90 bayside
11. Plantation Key – mile marker 86.8 Uhler property

ATTACHMENT M

PROVIDE ACKNOWLEDGEMENT LETTER REGARDING SAMPLE CONTRACT

ATTACHMENT M

PROVIDE LETTER REGARDING EXPERIENCE

Provide documentation of the following:

- 1) At least two years of experience in conducting disaster recovery logistical support and debris removal operations;
- 2) Knowledge and experience in FEMA public assistance reimbursement procedures; and
- 3) has provided services similar to those required to at least one jurisdiction with a population of 10,000.

EXHIBIT "B"
CONTRACTOR'S BID

ATTACHMENT A
DISASTER RESPONSE SERVICES
UNIT PRICE BID FORM

Bid costs are inclusive of all related expenses including, but not limited to, contract administration, technical assistance to the Village, personnel training and certification, TDMS management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the Contract.

BID FROM:

Company: Grubbs Emergency Services, LLC

Address: 1115 South Main Street
Brooksville, Florida 34601

Phone/ Fax: (352) 796-7127; (352) 797-7598

to furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for construction of:

Disaster Response Services, Project No. 07-10, located at various locations within ISLAMORADA, VILLAGE OF ISLANDS, Florida.

To: *ISLAMORADA, VILLAGE OF ISLANDS*
ATTN: VILLAGE CLERK
81990 Overseas Highway, 2nd Floor
P.O. Box 568
Islamorada, FL 33036

- 1.0 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with VILLAGE in substantially the form as the Sample Contract included in the Bidding Documents to perform all Work and any Additional Services as specified or indicated in the Bidding Documents at the unit prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.0 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of VILLAGE.

3.0 In submitting this Bid, Bidder represents, as set forth in the Contract, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all, which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
Add. 1	Dec. 17, 2007
Add. 2	Dec. 17, 2007 Jan. 4, 2008
Add. 3	Jan. 4, 2008
Add. 4	Jan. 16, 2008
Add. 5	Jan. 16, 2008

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has correlated the information known to Bidder, including location of Village in relation to any proposed final disposal sites, information and observations for Village's Debris Separation/Reduction and Temporary Debris Management Sites obtained from visits to the Site, any reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, and data provided with the Bidding Documents.
- E. Bidder has given the Village written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the Village is acceptable to Bidder.
- F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.0 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Village.

5.0 Bidder acknowledges that there are no quantities guaranteed, and Unit Cost information is solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual services provided, determined as provided in the Contract Documents.

6.0 Bidder acknowledges that all unit costs include any necessary insurance and bonds.

DOCUMENT 00900
Islamorada, Village of Islands

ADDENDUM NO. 2

Issued: January 4, 2008

Subject: DISASTER RESPONSE SERVICES, PROJECT NO. 07-10

Notice to All Proposers:

THE FOLLOWING ADDENDUM IS INTENDED TO RESPOND TO QUESTIONS PROVIDED AS "REQUESTS FOR INFORMATION" AND PROVIDE ADDITIONAL INFORMATION TO BIDDERS.

1. For informational purposes, attached is a copy of the pre-bid meeting summary and attendance list.
2. For informational purposes, attached is a copy of the Draft Agreement for Disaster Response Services.

THE FOLLOWING ADDENDUM IS INTENDED TO EXTEND THE DATE THAT THE BIDS ARE DUE. ALL REFERENCES TO THE DUE DATE IN THE BIDDING DOCUMENTS SHALL REFLECT THIS CHANGE.

All Bids must be submitted in sealed envelopes to the Village Clerk, Islamorada, Village of Islands, 81990 Overseas Highway, 1st Floor, P.O. Box 568, Islamorada, Florida 33036 on or before ~~December 19, 2007~~ January 8, January 22, 2008, 4:00 PM, local time. Envelopes must be clearly marked "BID FOR DISASTER RESPONSE SERVICES". Any bid received after this time shall not be considered. Bid opening will be held immediately thereafter in the Office of the Village Clerk.

SUBMIT THIS PAGE WITH BID.

PROOF OF RECEIPT

Recipient
Signature:
Print Name:
Firm:
Date:

Sharon Pardue
Sharon Pardue
Grubbs Emergency Services, LLC
1/21/08

DOCUMENT 00900
Islamorada, Village of Islands

ADDENDUM NO. 3

Issued: January 4, 2008

Subject: DISASTER RESPONSE SERVICES, PROJECT NO. 07-14

Notice to All Proposers:

THE FOLLOWING ADDENDUM IS INTENDED TO RESPOND TO QUESTIONS PROVIDED AS "REQUESTS FOR INFORMATION" AND PROVIDE ADDITIONAL INFORMATION TO BIDDERS.

1. **How will the Village perform monitoring?** The Village intends to execute a contract with a third party firm to perform monitoring in the event of a disaster.
2. **How is the Village intending to use the Amerigas property listed on its Temporary Debris Management Site (TDMS) list?** The site was on a list of properties approved for consideration by the Village Council. The Amerigas site is private property and would only be used if the owner provided a signed consent form.
3. **Will the Village allow incineration?** No, not at this time.
4. **Can the Village provide CAD files for each TDMS?** Aerials and GIS maps will be made available by the Village when the TDMS has been designated for use. This determination will be provided to the Village's contractor(s) in the event of a disaster.

SUBMIT THIS PAGE WITH BID.

PROOF OF RECEIPT

Recipient
Signature:
Print Name:
Firm:
Date:

Sharon Pardue
Sharon Pardue
Grubbs Emergency Services, LLC
1/21/08

DOCUMENT 00900
Islamorada, Village of Islands

ADDENDUM NO. 4

Issued: January 16, 2008

Subject: DISASTER RESPONSE SERVICES, PROJECT NO. 07-14

Notice to All Proposers:

THE FOLLOWING ADDENDUM IS INTENDED TO RESPOND TO QUESTIONS PROVIDED AS "REQUESTS FOR INFORMATION" AND PROVIDE ADDITIONAL INFORMATION TO BIDDERS.

1. Provide contract form.

The contract form is provided as Attachment A to this Addendum 4.

2. Provide clarification for differences in tables provided in Bid Form.

Please review form prior to completion. Contractors shall provide unit prices for Time and Materials under Table A for which each section includes operators with the exception of section titled: "Transportation Vehicles" which does not include operators and requires "daily" prices.

3. What is basis for award?

Table B will be the basis for the award of this contract(s). The award will be determined as to what will be deemed in the best interests of the Village by its Village Council.

4. Describe how bid receipt will be handled.

All bids received by the Village will be accepted and logged by the Village Clerk at the specified date and time. Village staff and attorney will review documents submitted. A Short List of respondents will be identified and oral interviews may be requested. The ranking and recommendation will be provided to the Village Manager who will submit to the Village Council a recommendation to negotiate a contract (or contracts) with the top ranked respondent(s).

5. Who will be responsible for obtaining soil samples of a TDMS prior to use?

If required by the Department of Environmental Protection, the Village would provide soil information for a TDMS prior to its use. As required under Table B, the Contractor shall include in their scope of services the (contractual) ability to perform soil sampling if requested by the Village on an hourly basis.

6. Provide clarification on license requirements in item 10 of the Instructions to Bidders (Section 2).

The Bidder shall provide a copy of a business certificate from the State of Florida authorizing transaction of business in the state.

7. Provide clarification regarding the FEMA Schedule of Equipment Rates in item 2.2 of the Scope of Services (Section 4).

All references to the FEMA Schedule of Equipment Rates shall be hereby deleted from the Bidding Documents.

8. Clarify mailing address for receipt of bids.

All bids must be submitted in sealed envelopes to the Village Clerk, Islamorada, Village of Islands, 81990 Overseas Highway 1st Floor, P.O. Box 568, Islamorada, Florida 33036.

9. Clarify requirement for Bid Bond mentioned in section 8 of the bid documents (Section 2).

All references to a Bid Bond shall be hereby deleted from the Bidding Documents.

10. Will the village provide scales if trucks are weighed?

No. All vehicles shall adhere to the Weight Enforcement program of Motor Carrier Compliance (MCC) for the State of Florida.

11. What type of documentation will be required for alleged damaged by contractor and who will document?

Any and all damage shall be documented by the Village staff. A procedure will be reviewed following execution of contract for disaster response services.

SUBMIT THIS PAGE WITH BID.

PROOF OF RECEIPT

Recipient
Signature:
Print Name:
Firm:
Date:

Sharon Pardue
Sharon Pardue
Grubbs Emergency Services, LLC
1/21/08

DOCUMENT 00900
Islamorada, Village of Islands

ADDENDUM NO. 5

Issued: January 16, 2008

Subject: DISASTER RESPONSE SERVICES, PROJECT NO. 07-14

Notice to All Proposers:

THE FOLLOWING ADDENDUM IS INTENDED TO RESPOND TO QUESTIONS PROVIDED AS "REQUESTS FOR INFORMATION" AND PROVIDE ADDITIONAL INFORMATION TO BIDDERS.

- 1. Request revision of size of placards required in item 6.2.1 (d) of the Scope of Services (Section 4).**

FOLLOWING PROVIDES REVISION (STRIKE THRU DENOTES DELETION AND UNDERLINE IS ADDITION):

- d. Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck will receive two placards, which shall be affixed on opposite sides of the truck body. The placards must be at least 12" x 24" with a minimum of 3" lettering will be at least 42" x 24" with 6" lettering. Logos, firm name and phone numbers may also be requested to be included on placard by Village. The truck driver will be provided up to two (2) copies of a vehicle certification sheet by the Contractor and also provide copies for sub-contractor's records.
- 2. Provide clarification for time required for record retention following final payment by the Federal Emergency Management Agency. Five (5) years following official project close out by FEMA.**

3. Who determines a derelict vessel?


The primary responsibility rests with the Florida Fish and Wildlife Conservation Commission which would be coordinated with the local law enforcement authority.

4. TABLE B has been revised due to questions and is provided as Attachment A to this Addendum 5.

SUBMIT THIS PAGE WITH BID.

PROOF OF RECEIPT

Recipient
Signature:
Print Name:
Firm:
Date:



Sharon Pardee

Grubbs Emergency Services, LLC

1/21/08

TABLE A – Time and Materials

Equipment	Size or Type	UM	Unit Price
<i>Operators Included</i>			
Skid Steer Loader	Bobcat	Hour	\$60.00
Backhoe	Cat 416.	Hour	\$80.00
Wheel Loaders	Cat 950	Hour	\$130.00
Wheel Loaders	Cat 966	Hour	\$150.00
Wheel Loaders	Cat 980	Hour	\$170.00
Tracked Loader	Cat 955	Hour	\$150.00
Towed Loader w/ Tractor	Prentice 210	Hour	\$90.00
Self Loading Knuckle boom Truck	25-35 CY Body	Hour	\$130.00
Self Loading Knuckle boom Truck	35-45 CY Body	Hour	\$140.00
Dozer	Cat D4	Hour	\$120.00
Dozer	Cat D5	Hour	\$120.00
Dozer	Cat D6	Hour	\$120.00
Dozer	Cat D7	Hour	\$160.00
Dozer	Cat D8	Hour	\$220.00
Excavators	Cat 320	Hour	\$120.00
Excavators	Cat 325	Hour	\$140.00
Excavators	Cat 330	Hour	\$160.00
Tractor w/ Box Blade	80 Hp	Hour	\$35.00
Motor Grader	Cat 120G	Hour	\$110.00
Crane	30 Ton	Hour	\$170.00
Bucket Truck	Up to 50' reach	Hour	\$140.00
Bucket Truck	50' to 75' reach	Hour	\$170.00
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	\$90.00
Mechanized Broom	Street Sweeper	Hour	\$60.00
Water Truck	2000 Gallon	Hour	\$100.00
Stump Grinder	Vermeer 252	Hour	\$95.00
Chipper w/ 2 man crew	Morbark Storm	Hour	\$95.00
12-Foot Tub Grinder	Morbark 1200	Hour	\$540.00
13-Foot Tub Grinder	Morbark 1300	Hour	\$550.00
Equipment Transport w/ Tractor			\$140.00

Personnel	Size or Type	U/M	Unit Price
Superintendent w/ Pickup Truck	Individual	Hour	\$ 55.00
Supervisor w/ Pickup Truck	Individual	Hour	\$ 55.00
Safety or QC Manager w/ Pickup Truck	Individual	Hour	\$ 55.00
Mechanic w/ Truck and Tools	Individual	Hour	\$110.00
Climber w/ Gear	Individual	Hour	\$ 95.00
Operator w/ Chainsaw	Individual	Hour	\$ 35.00
Laborer w/ Tools	Individual	Hour	\$ 40.00
Traffic Control Personnel	Individual	Hour	\$ 31.00
Ticket Writers	Individual	Hour	\$ 31.00
Clerical	Individual	Hour	\$ 31.00
Administrative Assistant	Individual	Hour	\$ 31.00

ISLAMORADA, VILLAGE OF ISLANDS

TABLE B - DISASTER RESPONSE SERVICES

The Contractor will provide all services and expenses necessary for debris pickup and hauling, processing of debris at the TDMS, and final disposal for a fixed unit price as identified below. This cost is inclusive of all related expenses including contract administration, technical assistance to the Village, personnel training and certification, TDMS management, services for security, safety and traffic management, and associated actions necessary for implementation of disaster response services and operations by the Contractor as defined in the Contract.

Description of Services	Unit of Measure	Unit Cost
Collection, Reduction and Disposal at TDMS		
<i>(all costs of haul out and disposal as applicable includes staff/operators and equipment)</i>		
1 Vegetative debris - Collection	Cu. Yd.	13.50
2 Construction and Demolition - Collection	Cu. Yd.	14.25
3 White Goods - Collection	Ea.	120.00
4 Seaweed (cubic yards) Collection	Cu. Yd.	15.00
5 Seaweed (cubic yards) Disposal	Cu. Yd.	80.00
6 Vegetative debris Reduction	Cu. Yd.	5.00
Identify Facility/Tipping fees - Written confirmation provided by Contractor prior to work authorization		
7 Facility 1/Material type: Homestead/Veg.	Cu. Yd.	14.00
8 Alternate Facility 2/Material type: Medley/Veg. Medley/CID	ton Cu/Yd	38.00 17.00
9 Alternate Facility 3/Material type: N. Dade/Veg. N. Dade/CID	ton Cu. Yd.	57.56 57.56
10 Alternate Facility 4/Material type: S. Dade/Veg. S. Dade/CID	Cu. Yd.	57.56 57.56
Description of Services	Unit of Measure	Unit Cost

ISLAMORADA, VILLAGE OF ISLANDS

TABLE B - DISASTER RESPONSE SERVICES

<u>Vegetative/Tree Debris Removal</u>			
11	Hangers	Per Tree	50.00
	Leaners		
12	13" to 24"	Per Tree	0
13	25" to 48"	Per Tree	250.00
14	49" to 72"	Per Tree	400.00
15	> 72"	Per Tree	500.00
	Stumps (measured at 2' above grade)		
16	24" to 48"	Per Stump	0
17	49" to 72"	Per Stump	0
18	> 72"	Per Stump	0
19	Stump Backfill	Per Stump	10.00
20	Demolition of Structures	Sq. Ft.	2.50
21	Resulting Structure Demolition construction debris removal and disposal costs	Cu. Yd.	23.00
22	Tipping fees associated with demolition debris	Cu. Yd.	
<u>Other Services</u>			
23	Video Record of pre-and post-TDMS site	Each	0
24	Environmental testing limited to soil sampling, including travel	Per hour	0
25	Laboratory fees associated with soil sampling	Per hour	0
26	TDMS site grading	Sq. Ft.	0
27	Provide Topsoil for TDMS site restoration	Cu. Yd.	Market Value + 20% markup
28	Provide Gravel (3/4") for TDMS site restoration	Cu. Yd.	8.00
29	Removing seaweed from beach (as authorized) to clean and grade beach	Cu. Yd.	15.00

Description of Services	Unit of Measure	Unit Cost
-------------------------	-----------------	-----------

Canal Debris Removal



ISLAMORADA, VILLAGE OF ISLANDS

TABLE B - DISASTER RESPONSE SERVICES

Boat removal from land (up to 26 ft. in length)		
From land:		
<i>(include costs for one mobilization per event and staff/operators)</i>		
30	Hourly costs for crane	Hourly <u>200.00</u>
31	Hourly costs for transportation to final destination site (include staff/operators/equipment)	Per Mile <u>10.00</u>
32	Facility 1/Material type: <u>N. Dade</u>	Ton <u>57.56</u>
33	Alternate Facility 2/Material type: <u>S. Dade</u>	Ton <u>57.56</u>
Boat removal from land (over 26 ft. in length)		
From land:		
<i>(include costs for one mobilization per event and staff/operators)</i>		
34	Hourly costs for crane	Hourly <u>200.00</u>
35	Hourly costs for transportation to final destination site (include staff/operators/equipment)	Per Mile <u>10.00</u>
36	Facility 1/Material type: <u>N. Dade</u>	Ton <u>57.56</u>
37	Alternate Facility 2/Material type: <u>S. Dade</u>	Ton <u>57.56</u>

Description of Services

Unit of Measure

Unit Cost

Boat removal from canals (up to 26 ft. in length)
(include costs for one mobilization per event and staff/operators)
From water:

ISLAMORADA, VILLAGE OF ISLANDS

TABLE B - DISASTER RESPONSE SERVICES

38	Costs for removal of fuel from vessel	Hourly	<u>100.00</u>
39	Costs for certified divers if necessary	Hourly	<u>300.00</u> per diver
40	Costs for barge	Hourly	<u>1500.00</u> per hour
41	Cost for crane	LS	<u>1800.00</u>
42	Transportation costs to final destination site (include staff/operators/equipment)	Per mile	<u>10.00</u> per mile
43	Facility 1/Material type: <u>N. Dade</u>	Ton	<u>57.56</u>
44	Alternate Facility 2/Material type: <u>S. Dade</u>	Ton	<u>57.56</u>
45	Boat removal from canals (over 26 ft in length) (include costs for one mobilization per event and staff/operators) From water:		
46	Costs for removal of fuel from vessel	Hourly	<u>100.00</u>
47	Costs for certified divers if necessary	Hourly	<u>300.00</u> per diver
48	Costs for barge	Hourly	<u>1500.00</u>
49	Costs for crane	LS	<u>1800.00</u>
50	Transportation costs to final destination site (include staff/operators/equipment)	Per mile	<u>10.00</u> per mile
51	Facility 1/Material type: <u>N. Dade</u>	Ton	<u>57.56</u>
52	Alternate Facility 2/Material type: <u>S. Dade</u>	Ton	<u>57.56</u>
53	Vegetative removal of debris from Canals (include costs for one mobilization per event and staff/operators) (following notice from Village which includes refusal by National Resource & Conservation Service) Note: Disposal unit prices for vegetative debris provided under Reduction and Disposal Category	Cu. Yd.	<u>20.00</u>

ISLAMORADA, VILLAGE OF ISLANDS

TABLE B - DISASTER RESPONSE SERVICES

Description of Services	Unit of Measure	Unit Cost
54 Cut Stump on bank of canal <i>(Stumps on the bank that have fallen into water causing hazard to navigation where cut 2' stump above grade will be considered vegetative debris)</i>	Cu. Yd.	<u>20.00</u>
Stumps on bank of canal (not cut) <i>(Stumps on bank where root ball is on the right-of-way of canal)</i>		
55 24" to 48"	Per Stump	<u>200.00</u>
56 49" to 72"	Per Stump	<u>300.00</u>
57 > 72"	Per Stump	<u>500.00</u>
58 Back fill material for stump hole on canal bank	Per Stump/Hole	<u>0</u>
59 Restoration of Canal banks and Slopes (includes fill and grading)	Cu. Yd.	<u>10.00</u>
60 Motor Vehicles Removal (from right-of-way) including towing, processing and disposal	Each	<u>300.00</u>
Identify Facility/Tipping fees - Written confirmation provided by Contractor prior to work authorization		
61 Facility 1/Material type: <u>N. Dade</u>	Ton	<u>57.56</u>
62 Alternate Facility 2/Material type: <u>D. Dade</u>	Ton	<u>57.56</u>
Motor Vehicle Removal from canal including towing, processing and disposal <i>From water:</i>		
63 Costs for removal of fuel from vehicle	Hourly	<u>100.00</u>
64 Costs for certified divers if necessary	Hourly	<u>300.00</u> / per diver
65 Costs for barge	Hourly	<u>1500.00</u>
66 Costs for crane	LS	<u>1800.00</u>

ISLAMORADA, VILLAGE OF ISLANDS

TABLE B - DISASTER RESPONSE SERVICES

Description of Services	Unit of Measure	Unit Cost
67 Transportation costs to final destination site (include staff/operators/equipment)	Per mile	<u>10.00</u>
Identify Facility/Tipping fees - Written confirmation provided by Contractor prior to work authorization		
68 Facility 1/Material type: <u>N. Dade</u>	<u>Ton</u> Cu. Yd.	<u>57.56</u>
69 Alternate Facility 2/Material type: <u>S. Dade</u>	<u>Ton</u> Cu. Yd.	<u>57.56</u>
70 Hazardous Waste/ Contaminated Debris management	Cu. Yd.	<u>25.00</u>
71 Fire Suppression Support	Each Unit	<u>0</u>
72 Emergency potable water	Gallon	<u>(delivered on pallets) 12.50</u> / gallon ^{per}
73 Emergency delivery of ice	Per pound	<u>.50</u>
74 Temporary bathrooms, showers, kitchens and feeding stations (comfort stations)	Each Unit	<u>18,430.95</u> based on 500 person base camp
75 Temporary satellite communications	Each Unit	<u>540.00</u> / per month
76 Emergency power generator (based on 100 kw unit)	Each Unit	<u>3600.00</u> / month
77 Pumping and water relocation/removal for flood control	Gallon	<u>500.00</u> / gallon
78 Disposal fee for water removal	Gallon	<u>100.00</u> / gallon
79 Sewer, culvert and catch basin vacuum/cleaning (including labor and equipment)	Each Catch Basin	<u>600.00</u>
80 Sewer, culvert or catch basin material Disposal Fee	Gallon	<u>80.00</u>
81 Decontamination of buildings and facilities	Hourly	<u>300.00</u>
82 Mold remediation	Hourly	<u>500.00</u>

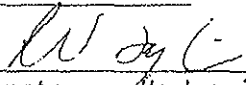
Beach Restoration	Measurement	Price
Sand Screening Operations (cleaning and restoration on beach)	Cubic Yard	10.00
Sand Import/Placement	Cubic Yard	2.50
Sand transportation and material costs will be negotiated at the time of the event		TBD
Disposal of Debris Screened Sand	Cubic Yard	12.00
Debris Management Technical Assistance; Mobilization/Debolization		No Charge
Sunken and Derelict Vessel Removal		
Motor vehicle removal from canal (including towing, processing and disposal)	Per vehicle	1,000.00
Boat removal from ROW (including towing, processing and disposal)	Per vessel	100.00
Boat removal from canal (including towing, processing and disposal)	Per vessel	300.00
Vessel haul (requiring a crane)	Per vessel	1,800.00
Vessel transport by means of a hydraulic trailer (100 miles)	Per vessel	1,500.00
Vessel block at temporary storage facility	Per vessel	750.00
Vessel storage at temporary storage facility	Per vessel	75.00/per day
Sailboat with lead keel (handling and disposal of hazardous material)	Per vessel	3,000.00
Absorbent boom	Per foot	7.50
MX1	Per gallon	225.00
Turbidity management (includes vessel and operator, monitoring)	Per recovery	2,250.00
Canal Cleanup		
Debris removal from canals	Cubic Yard	20.00
Disposal of debris from canals	Linear feet	100.00
River/Canal Shoreline Restoration (Banks and Slopes)		
Based on the unique and individualistic nature of this work effort, Grubbs Emergency Services, LLC believes it to be in the best interest of all parties to negotiate the restoration services at the time of the event to provide a more project specific approach.	Cubic Yard	TBD

A Corporation

Corporation Name: Grubbs Emergency Services, LLC (SEAL)

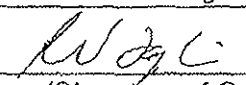
State of Incorporation: Nevada

Type (General Business, Professional, Service, Limited Liability); Limited Liability Corporation

By: 
(Signature -- attach evidence of authority to sign)

Name (typed or printed): R. Victor Taglia

Title: Chief Manager

Attest  (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: 1115 South Main Street
Brooksville, FL 34601

Phone No.: (352) 796-7127 FAX No.: (352) 797-7598

Date of Qualification to do business is 10/2/2000

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

**AGREEMENT
FOR
DISASTER RESPONSE SERVICES**

This Agreement, made as of this 20 day of June, 2010, (Effective Date) by and between the CITY OF MARATHON, a municipal corporation organized and existing under the laws of the State of Florida, with its permanent post office address at 9805 Overseas Highway, Marathon, Florida, 33050 (hereinafter referred to as "CITY") and Ashbritt Environmental Services, Inc., a Florida corporation, with its permanent post office address at 480 South Andrews Avenue, Suite 103, Pompano Beach, Florida 33069 (hereinafter referred to as "CONTRACTOR"):

WITNESSETH:

WHEREAS, the CITY has the need to contract for disaster response services; and

WHEREAS, City of Key West, Florida competitively bid for disaster response services (RFP No. 09-007) which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, CONTRACTOR submitted a Response to Key West; and

WHEREAS, after receipt of said Response from CONTRACTOR, Key West entered into a Contract with CONTRACTOR to provide disaster response services; and

WHEREAS, said Contract is dated February 17, 2010 and is attached hereto and incorporated herein as Exhibit B (Key West Contract); and

WHEREAS, the CITY has reviewed the Scope of Services of the competitively bid Key West Contract and has determined that it is an Agreement that can be utilized by CITY to provide disaster response services; and

WHEREAS, CONTRACTOR has agreed to honor the prices, terms and conditions of Key West's Contract in performing disaster response services for the CITY; and

WHEREAS, the CITY desires to retain the services of CONTRACTOR established in this Agreement based on the Contract developed and executed by Key West, Florida; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. Attached hereto and made a part hereof by reference as Exhibits A & B are RFP 09-007 and Key West's Contract referred to above. The prices, terms and conditions of Key West's Contract shall govern the relationship between CITY and CONTRACTOR, except as amended below:

- a. The Scope of Services to be performed under this Agreement shall be as set forth in the Key West Contract and the Key West Invitation to Request for Proposals, except said services shall be performed in and for CITY.
- b. CONTRACTOR shall perform the services in and for CITY as detailed in the Key West Contract utilizing the prices as set forth in the Contract.
- c. The Contract Administrator shall be the Public Works Director of the CITY or his designee.
- d. The Key West Contract is amended as follows:
 - i. Section 1.6.12: Air curtain incineration shall conform to the details attached herewith.
 - ii. Section 1.6.21: Contractor is responsible for providing all safety equipment, protective closing, transportation, and all other cost to accomplish the work.
 - iii. Section 1.6.22: Contractor shall use only rubber tire equipment within all Public R/W for the performance of loading and hauling debris.
 - iv. Section 1.6.23: Contractor shall not use equipment authorized for debris removal under this contract for private work during the working hours designated under this contract. Also, Contractor shall not solicit work from private citizens or others with manpower and equipment designated under this contract.
 - v. Section 1.6.24: Stranded broken utility poles, downed utility lines and appurtenances; transformers and other electrical and communication material are not eligible debris and shall be reported to the city. Said material shall be cleared as necessary but not taken to the TDSR sites.
 - vi. Section 1.7: Private land agreements will not be permitted without prior approval from the City of Marathon. Contractor shall be responsible for preparing the sites to receive debris, including but not limited to clearing, erosion control, grading, maintenance of traffic, and any necessary haul roads.
 - vii. Section 2: City will not be responsible for equipment down time resulting from equipment failure, routine maintenance, or fueling that exceeds 15 minutes of work hour. Payment shall be based on

verified quantities and working hours from daily operational reports.

- viii. Section 5.1: Contractor shall provide an interim schedule within two (2) days and a detail plan within five (5) days following the day of the event.
- ix. Section 5.2: At the direction of the City, Contractor shall provide, at a minimum, all labor material, and tools to fully operate and maintain the following equipment in advance of the pending disaster:
 - 1. Two (2) Dump Trucks
 - 2. Two (2) Front End loaders
 - 3. Two (2) Dozers
 - 4. Three (3) two person crew with chain saws, 16" bar minimum, and misc. small tools (axes, shovels, safety equip., ect.)
 - 5. Two (2) Pick-up Trucks with crew foreman and cellular phone.
- x. Section 6: Contractor shall provide weekly public notices of debris removal schedule. Contractor shall advertise these notices in the Sunday editions of two (2) local major newspapers and shall be of sufficient size to be easily seen by readers. Contractor shall also advertises these notices on two (2) local major radio stations, which have markets in the City of Marathon. The radio shall be aired a minimum. Of four (4) times daily during the period with peak listeners for a minimum of thirty (30) seconds each and be run a minimum of three (3) days per week. All public notices must be approved by the City of Marathon prior to release. The notice shall contain a description of the work, how debris should be placed on the R/W, what is eligible, and schedule for removal. Contractor shall be compensated for this service based on the cost of advertisement plus a normal mark up for profit and overhead.
- e. This Agreement is for a term of three years beginning the Effective Date and providing for an additional three year option to extend on behalf of the City, which must be approved by the City Council.
- f. Notice to CITY shall be sent to: Director of Public Works, City of Marathon, at 9805 Overseas Highway, Marathon, Florida, 33050, with a copy to the City Manager at the same address.
- g. Regarding governing law and venue, the validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection, dispute or otherwise arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit in and for Monroe County, Florida.

Section 3. In all other respects, the terms and conditions of the Key West Contract are hereby ratified and shall remain in full force and effect under this Agreement as provided by their terms.

IN WITNESS WHEREOF, CITY and CONTRACTOR have set their hands and seals, as of the day and year first above written.

ATTEST:

CITY OF MARATHON, FLORIDA

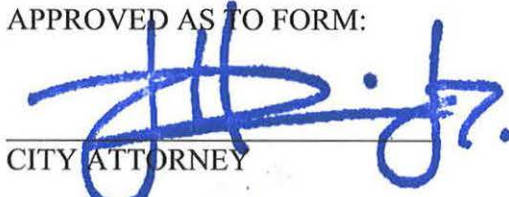


DIANE CLAVIER
CITY CLERK




ROGER HERNSTADT
CITY MANAGER

APPROVED AS TO FORM:



CITY ATTORNEY

ASHBRITT ENVIRONMENTAL
SERVICES, INC.



Printed Name: John W. Noble
Title: COO
Dated: 7/15/10

EXHIBIT A

CITY OF KEY WEST

AGREEMENT TO FURNISH
DISASTER RESPONSE SERVICES
TO THE
CITY OF KEY WEST

February 2010

Contractor:

Ashbritt Environmental Services, Inc.
480 South Andrews Avenue – Suite 103
Pompano Beach, FL 33069

Agreement to Furnish Disaster Response Services to the City of Key West

This AGREEMENT is made and entered into by and between the City of Key West, a municipal corporation of the State of Florida, whose address is 525 Angela Street, Key West, Florida 33040, hereafter referred to as the "CITY" and Ashbritt Environmental Services, Inc. a Florida Corporation, whose address is 480 South Andrews Avenue, Suite 103, Pompano Beach FL 33069 hereafter referred to as the "CONTRACTOR". This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT for the term specified in Paragraph 10.1.

Article 1. Scope of Services

Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver disaster response services as requested by the City including but not limited to the timely removal and lawful disposal of all eligible storm-generated debris.

These contracted services shall include all items listed below and provide for the cost effective and efficient removal and lawful collection and disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the City, and in accordance with FEMA requirements. Contract services will only be performed when requested and as designated by the City Manager (or his designee) by approved Work Authorization issued in writing. Contractor shall load and haul the debris from within the legal boundaries of the City or city designated Temporary Debris Management Site(s), to a site(s) specified by the City as set out in Section 6.9 below.

The City reserves the right to assign work to various contractors, at its sole discretion. The City also reserves the right to approve all subcontractors hired by the contractor and/or to require the contractor to dismiss a subcontractor upon request.

1.1 Emergency Push / Road Clearance

Contractor shall accomplish the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off of transportation routes as identified by and directed by the City. The emergency push will normally be completed within the first 70 hours following the activation of this contract, unless notified otherwise by the City. Time and material rate shall be applicable.

1.2 Debris Removal from Public Right-of-Way (ROW):

As directed by the City, Contractor shall load and haul all eligible debris to an approved and certified Temporary Debris Management Site (TDMS) or other disposal destination, as specified by the City. All collection and hauling will be

consistent with Federal requirements applicable to the disaster event. The Contractor will ensure compliance with instructions from the City regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris.

1.3 Debris Clearance/Removal from Public Property:

As directed by the City, Contractor shall clear eligible debris from public property, load and haul all debris to a designated temporary debris management site (TDMS) or other disposal destination designated by the City. If necessary, the City will confirm the FEMA eligibility of the debris to be removed.

1.4 Demolition of Structures and Construction Debris Removal:

As directed by the City, Contractor shall demolish unsafe structures and remove debris that has been determined by the City to be a threat to the health and safety of the public. Contractor will exercise due diligence in demolishing and/or removing debris from private property. The City will direct actions to secure the Right of Entry (ROE) onto private property to allow demolition and removal. Contractor will ensure hazardous materials screening and utilities disconnection as appropriate. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.

1.5 Private Property Waivers:

The City will direct all actions to secure necessary permissions, waivers and ROE agreements from real property owners and/or Homeowner Associations (HOA) as required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with Federal requirements applicable to the disaster event.

1.6 Debris Separation/Reduction and Temporary Debris Management Site (TDMS) Management:

Contractor shall operate and manage the TDMS to accept and process all event debris. All actions will be implemented by the Contractor only with the prior approval of the City. Actions by the Contractor will include, but are not limited to, the following:

- 1.6.1 Ensure that only debris authorized by the City's Contract Administrator will be allowed into the TDMS sites.
- 1.6.2 Provide to the City a video record of the pre- and post-use site conditions.
- 1.6.3 Conduct an onsite Phase 1 Environmental Audit, if required by the City. Contractor shall submit list of engineering firms that shall be engaged by Contractor to perform such Audit.
- 1.6.4 Prepare a plan of proposed site layout and review with the City prior to its implementation.
- 1.6.5 Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the City prior to its implementation.

- 1.6.6 Provide adequate fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the TDMS.
- 1.6.7 Build and/or maintain roads as necessary for TDMS operation.
- 1.6.8 Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors; Towers will be positioned at any entrance and any exit of the TDMS.
- 1.6.9 Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.
- 1.6.10 Confine hours of operation of the TDMS to those determined by the City.
- 1.6.11 Stage and process all debris in a manner in accordance with instructions from the City in a manner acceptable to FEMA.
- 1.6.12 Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction.
- 1.6.13 Prior to reduction and to the extent practical, segregates debris between vegetative debris, construction and demolition debris, white goods, and hazardous waste.
- 1.6.14 Develop and implement, with the approval of the City, a procedure for management of the receipt of unauthorized and/or ineligible debris at the TDMS.
- 1.6.15 Provide the City with proper and acceptable documentation (including destination, tickets, volume/weight) for final disposal of debris accepted at the TDMS.
- 1.6.16 Upon the closure of the TDMS, restore the TDMS to its pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition.
- 1.6.17 As directed by the City, sod, hydro-seed or sprig the TDMS property once all other site closure issues have been addressed and cleared by the appropriate environmental agency.
- 1.6.18 As directed by the City, conduct post use soil and water tests as required by FDEP.
- 1.6.19 Ensure debris from multiple disaster incidents is stored separately enough to distinguish the related costs per disaster.
- 1.6.20 TDMS should have a tent, chair, and portable toilet available for staff to use while monitoring and working at the site.

1.7 Designation and Management of Staging Areas:

City shall provide list of staging areas to Contractor. Contractor shall identify appropriate staging areas for approval by City that would accommodate activities such as truck/equipment certification; provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. The City shall apply for and maintain any FDEP permits required for the site(s).

Contractor shall provide temporary housing, sanitary and other appropriate conveniences necessary for the care and well being of all Contractor and sub-contractor personnel. The City will approve of the location(s), size, layout and services to be provided at any staging area established by the Contractor, who will

ensure that each area is managed in accord with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods

1.8 Management of Tree Debris:

Tree debris is herein defined as vegetation, stumps, hanging limbs, leaning trees, and similar materials resulting from trees damaged during the event. The City shall direct the Contractor regarding removal, collection, hauling and disposal of eligible tree debris, which will adhere to the most current FEMA Guidance Policy Disaster Specific Guidelines. Stumps within the public rights-of-way deemed by the City to be public safety hazards will be removed and disposed of by the Contractor. The Contractor is responsible for collection, hauling and disposal of all tree debris on the cost basis of the cubic yard rate for regular vegetative debris on the cost basis of the cubic yard rate for regular vegetative debris.

1.9 Management of Hazardous Materials:

The Contractor will provide collection, identification, separation, hauling and disposal services for any Hazardous Waste or Household Hazardous Waste generated by the event.

1.10 Management of White Goods:

The Contractor will provide for collection, processing, hauling and disposal services for all White Goods, including Chlorofluorocarbons (CFC) refrigerant containing devices. The Contractor will be responsible for removal all CFC gases from White Goods prior to processing or shipping of White Goods for final disposal. The Contractor will be responsible for meeting all Federal and State requirements for the proper and safe handling of CFC containing devices. The cost basis will be the unit prices defined on Attachment A, Table B.

1.11 Disaster Recovery Technical Assistance:

The Contractor will provide Disaster Recovery Technical Assistance to the City to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program, planning, training and exercise development, as well as attendance at the City's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the City Representative.

1.12 Post Event Support Equipment:

The Contractor will supply the City with post event support equipment as requested. Equipment may include but not limited to: mobile satellite communications gear, mobile high-speed internet access, mobile radio communications gear, mobile cellular gear, mobile fueling gear, mobile kitchens, mobile housing, mobile laundry facilities etc.

1.13 Monitors:

The City will use trained City staff or hire contract employees and train them to perform as monitors. Each Contractor crew will be assigned a monitor at the City's expense.

1.14 Beach Cleaning:

In the event that the City's beaches have been damaged, the Contractor will provide all necessary equipment and manpower to remove debris from the City beaches, screen the beach sand as directed by the City and replace the screened sand on the beach as directed. The Contractor will be responsible for collection, hauling and disposal of any debris generated in the process of beach cleaning. The cost basis will be the unit prices defined in Attachment A.

Article 2. Compensation

The Contractor will be compensated for work completed by the Contractor in accordance with the Fee Schedule attached hereto and identified as Attachment A. The Contractor will submit proof of work in the form of load tickets, force labor tickets and or hourly time and materials tickets (first seventy two hours). The Contractor will provide the City with Daily reports including copies of all load and disposal tickets. The Contractor will submit to the City with a weekly summary report and Invoice for services. The Invoice will have all load and disposal ticket numbers referenced for the prior weeks work. The Contractor will remit to the City any monies collected from the recycling of White Goods or other metals collected under this contract.

Article 3. Invoicing and Payment

Monthly invoices will be issued by CONTRACTOR for all work performed during the preceding month under this AGREEMENT, as prescribed in Article 2. Invoices are to be submitted and paid in accordance with the Florida Prompt Payment Act.

Article 4. Performance of Services

The Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of the Contract or meeting the approval of the City may be rejected. Replacements and/or re-work, as required, will be accomplished on a timely basis at no additional cost to the City.

Article 5. Standards of Performance

5.1 Contractor Representative and General Operations Plan:

The Contractor shall have a knowledgeable and responsible representative report to the City and provide a copy of final Contractor's General Operations Plan within ten (10) days following the execution of the Contract. The City will approve the General Operations Plan prior to its implementation within the City. The Contractor's Representative shall have the authority to implement all actions required to begin the

performance of contracted services as set forth in the Contract and the Contractor's General Operations Plan.

5.2 Mobilization:

When a notice to proceed in advance of an event has been received by the Contractor, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 24 hours and 100% of the required resources within 48 hours to commence and conduct these contracted services. It is the City's discretion to require pre-event staging at a location designated by the City. The City may take such other actions as necessary to address the failure of the Contractor to mobilize resources on the schedule required by the City.

Article 6. General Responsibilities

6.1 Other Agreements:

The City may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance. City will provide the Contractor with a copy of any applicable agreements.

6.2 The City's Obligations:

The City shall furnish all information and documents necessary for the commencement of contracted services, including a written Work Authorization.

6.3 Contractor's Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Contractor personnel and subcontractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

6.4 Supervision by Contractor:

The Contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. The Contractor is solely responsible for all means, methods, techniques, safety and other procedures. The Contractor will employ and maintain a qualified Contractor's Representative as project manager at the work site(s) who shall have full authority to act on behalf of the Contractor. All communications given to the Contractor's Representative by the City shall be as binding as if given to the Contractor.

6.5 Self-sufficiency of Contractor and Subcontractors:

The Contractor shall ensure that its work force, including subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse affects on the community.

6.6 Damages by Contractor:

The Contractor shall be responsible for conducting all operations, whether contemplated by the Contract or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. The Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. The Contractor must report such damage to the City in writing within 24 hours. Should any property be damaged due to negligence on the part of the Contractor, the City may either bill the Contractor for the damages, withhold funds due to the Contractor, or the Contractor may also repair all damage to the satisfaction of the City. The determination of whether "negligence" has occurred shall be made by the City in its sole discretion.

6.7 Contractor's Duty Regarding Other Contractor(s):

The Contractor acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

6.8 Contractor's Ownership of Debris:

All debris, once collected by the Contractor, shall become the property of the Contractor or the City may exercise ownership of flow control for removal and lawful disposal. The debris may consist of, but not be limited to, vegetation, construction and demolition debris, white goods and collected hazardous materials.

6.9 Contractor's Disposal of Debris:

Unless otherwise directed by the City, the Contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the City. The locations of the TDMS shall be approved by the City. Final disposal sites shall be provided to the City in writing. Copies of receipts and disposal tickets shall be provided to the City when complete. Separate unit prices for delivery and disposal of debris to TDMS and final disposal may be allowed by the City. Upon request from the Contractor, other sites may be utilized as directed and/or approved by the City. All disposal sites must be permitted and/or otherwise authorized by the appropriate regulatory agency.

Article 7. General Terms and Conditions

7.1 Multiple, Scheduled Passes:

The Contractor shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the City. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the City. The Contractor will document the completion of all

passes based on the direction from the City and will provide this documentation to the City on the frequency requested by the City.

7.2 Clean as you go Policy:

The Contractor shall provide a "clean as you go" policy and supervise and enforce such policy during debris management operations. The Contractor should attempt to rake or sweep debris piles to try to minimize the amount washing into storm drains.

7.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any / all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City. Should operation of equipment be required outside of the public ROW, the Contractor will ensure that a Right-of-Entry agreement has been obtained prior to property entry.

7.4 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secure and trimmed so that to the extent practical no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Contractor will survey the primary routes used by Contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

7.5 Traffic Control:

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). Contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

7.6 Work Days/Hours:

Work days and/or work hours shall be as directed by the City following consultation and notification to Contractor. Working hours on holidays shall be at the discretion of the City.

7.7 Hazardous and Industrial Wastes:

Upon the authorization of the City, the Contractor shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, the Contractor will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan, and this plan will be in accordance with all local, state and Federal requirements and will be approved by the City. In accord with this plan, the Contractor shall use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if and when directed to do so by the City.

7.8 Utilizing Local Resources:

Contractor shall, to every extent possible, give priority to utilizing labor and other resources originating within Monroe County.

7.9 Work Safety:

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training and supervision as may be required by the City and/or other governmental regulations. Contractor shall ensure that its subcontracts contain an equivalent safety provision.

7.10 Inspection of Contractor Operations:

All debris shall be subject to inspection by the City and other public authorities to ensure compliance with the Contract, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. The City will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

7.11 Corrective Actions Required of Contractor

When instructed by the City's Representative, the Contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of the Contract, as determined by the City in its sole discretion, and notify the City within 24 hours.

7.12 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the City that such actions are eligible for state and/or Federal reimbursement.

7.12.1 Eligibility Inspections:

A representative for the City shall inspect each load, or shall inspect at some other frequency of the City's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

7.12.2 Eligibility Determinations:

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and the Contractor will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

7.13 Other Agencies:

The term "government" as used in the Contract refers to those governmental agencies which may have a regulatory or funding interest in the Contract.

Article 8. Reports, Certifications and Documentation

8.1 Reports:

The Contractor shall submit periodic, written reports in a format required by the City documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

8.1.1 Daily Reports:

Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations within 24 hours.

8.1.2 Weekly Summaries:

A summary of all information contained in the daily reports as described in Section 6.1.1, within two days of the close of the week. At the request of the City, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include: Collection contractor or sub-contractor, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable) field monitor name / number, TDMS location, tower monitor / name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

8.1.3 Report Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by the City, in consultation with the Contractor.

8.1.4 Data Reconciliation

Reconciliation of data will be accomplished weekly between the Contractor and the City's Representative. All discrepancies will be resolved within 5 days.

8.1.5 Online Data Storage/Access

Throughout debris removal operations, Bidders will maintain an ongoing updated online secured Internet database accessible by the City that stores data and true document images, separated by incident, of the following: equipment certifications, load tickets, tipping tickets and invoices. These online databases will remain available for five years following project closeout.

8.1.6 Final Project Closeout:

Upon final inspection and/or closeout of the project by the City, Contractor shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by the Contractor, plus the total cost of the project invoiced to the City. The Contractor shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all subcontractors to the Contractor have been fully paid. The Contractor will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the City and/or government. Final project reconciliation must be approved by the City.

8.2 Certifications

The Contractor will adhere to the process for certification of personnel and vehicles established by the Federal Emergency Management Agency, to include the following:

8.2.1 Certification of Vehicles and Load Capacity

- a. Contractor shall ensure that all equipment is certified in accordance with most current federal procedures.
- b. After a disaster, the City, or its designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the City.
- c. All Contractor and subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses.

- d. Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck will receive two placards, which shall be affixed on opposite sides of the truck body. The placards will be at least 42" x 24" with 6" lettering. The truck driver will be provided up to two (2) copies of a vehicle certification sheet by the contractor and also provide copies for subcontractor's records.
- e. Contractor may be required to provide a scale capable of weighing large trucks and equipment.

8.2.2 Certification of Personnel

The Contractor will certify to the City that all Contractor and subcontractor personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations. Upon request of the City, the Contractor will provide documentation certifying the adequacy of the training, experience and capabilities of all Contractor and subcontractor personnel, to include but not be limited to the following:

- 8.2.2.1 Senior management personnel of the Contractor assigned to implement work authorizations pursuant to the Contract will participate, upon request, in training and briefing sessions held by representatives of Monroe County and/or the City.
- 8.2.2.2 Senior, supervisory personnel of the Contractor and all subcontractors thereto will have received training in debris management, the operational concepts established by the Monroe County Countywide Debris Management Plan, and the implementation of the National Incident Management System.
- 8.2.2.3 Personnel assigned by the Contractor as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used by the City.
- 8.2.2.4 Vehicle and equipment operators will be fully licensed and certified and insured, as required by applicable local, State and Federal statutes and regulations.
- 8.2.2.5 Upon their deployment for field operations, all Contractor and subcontractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures

8.3 Utilization of a Standardized "load ticket":

The Contractor and all subcontractors will utilize a standardized "load ticket" for documenting each load of debris from its origin to the TDMS and/or final disposal

location. The "load ticket" utilized will be identical to the sample provided by the Contractor in Attachment B, unless improved and approved by the City.

8.4 Additional Supporting Documentation:

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by the City and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

8.5 Report Maintenance:

The Contractor will be subject to audit by federal, state and local agencies pursuant to the Contract. The Contractor will maintain all reports, records, debris reporting tickets and Contract correspondence for a period of not less than five (5) years in accordance with applicable state statutes.

Article 9. Descriptions

9.0 Description of Unit Price Bid items:

Table A – Unit Prices for Time and Materials: The Contractor will provide all services and expenses necessary for the emergency push, debris pickup and hauling, processing of debris at the temporary Debris management Site (TDMS), and final disposal for a fixed unit price as a cost per cubic yard, as well as time and material for all related equipment regardless of debris type. As necessary, Contractor may be paid based on the hourly use of equipment.

Table B - The Contractor will provide all services and expenses necessary for the emergency push, debris pickup and hauling, processing of debris at the TDMS, and final disposal for a fixed unit price as a cost per cubic yard, for the debris types noted below, but excluding debris designated as hazardous wastes. This cost is inclusive of all related expenses including but not limited to, contract administration, technical assistance to the jurisdiction, personnel training and certification, TDMS management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the Contract.

9.1 Cleaning and Restoration of Beaches:

The Contractor will remove and dispose of debris accumulated on the beaches located within the City by written request, and will collect, screen for debris removal, and re-deposit sand on the beach that has accumulated in adjacent areas up to 2,000 feet from the original land edge of the beach. Locations will be designated by the City's authorized representative. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

9.2 Debris Removal and Restoration of Canals:

The Contractor will remove debris resulting from the event that impedes the drainage and navigation of canals and adjacent banks, as directed by the City. Debris to be removed will be vegetative and/or construction and demolition debris affecting the canals, but *excludes* removal of damaged and/or abandoned boats. The Contractor will also haul, process and dispose of the collected debris.

9.2.1 The Contractor will restore, re-grade, and/or reseed the canal banks and slopes, as directed by the City. The Contractor will be reimbursed at a fixed rate for this service as established in Attachment A.

9.3 Motor Vehicles:

The Contractor will remove motor vehicles damaged by the disaster event and/or abandoned by the owner due to the circumstances of the event. The City will identify the area(s) from which motor vehicles are to be removed. Motor vehicles will be processed by or for the Contractor in a manner that complies with all requirements for removal and processing of hazardous materials, e.g., gasoline, oils and other fluids. The Contractor will also ensure the proper final disposal of the removed vehicle. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A., inclusive of all towing, processing and disposal costs.

9.4 Boats:

Boats severely damaged by the disaster event, and abandoned in or on the canals, marinas, and beaches of the City will be collected by the Contractor, processed for removal and disposal of hazardous materials in accord with applicable regulations, demolished and transported to a suitable location for final disposal. The City will determine the vessels to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing the Contractor to remove and dispose of the vessel. The Contractor is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

9.5 Hazardous Waste and Contaminated Debris Management:

The Contractor will identify, separate, collect, transport and dispose of disaster-generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris. The Contractor will provide trained, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct the Contractor personnel in the safe and proper handling and disposal of the material. All hazardous waste and contaminated debris will be collected, transported and disposed of by the Contractor as required by local, state and Federal regulations. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

9.6 Fire Suppression Support:

Under direction of the City Fire Chief or City Fire Marshall, in the event of water system failure in the City, the Contractor will provide filled water trucks of a minimum capacity of 1500 gallons, and equipped with outlet valves compatible with fire hose connections meeting national standards of the National Fire Protection Association, or as otherwise specified by the City. The City will direct the Contractor regarding the location(s) for the truck(s) to be positioned, and the City will provide a fully qualified and licensed driver. If the initial water supply is used, the City will be responsible for refilling the truck. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

9.7 Emergency Potable Water:

The Contractor will provide the City with whole pallets of individually bottled water drinking water. The City will instruct the Contractor as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

9.8 Emergency Delivery of Ice:

The Contractor will provide the City with whole pallets of cubed ice made from potable water in individually packaged sacks of between 5 and 10 pounds. The City will instruct the Contractor as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

9.9 Temporary Bathrooms, Showers, Kitchens and Feeding Stations:

The Contractor will provide the City with "comfort stations," e.g., modular units to provide for the comfort and support of disaster victims within or near impacted neighborhoods. The modular units will include tents, portable toilets, hand basins, shower units, a mobile kitchen, chairs and tables for food service, and all necessary personnel, food, equipment and supplies to operate the units for extended periods. Each comfort station must include equipment compliant with the Americans with Disabilities Act. The unit must be capable of serving three meals per day, one of which must be hot. The City will provide law enforcement and emergency medical services staff to compliment the work force provided by the Contractor. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

9.10 Temporary Satellite Communications:

The Contractor will provide satellite communications units capable of voice, text messaging, data transfer and Internet access for use by City personnel in the event of failure of other communications systems. The units will be rented / leased to the City and will be fully equipped, including AC/DC adapters (including automotive battery chargers), instructions and carrying cases. The units will be fully operational

upon delivery to the City, without further action by the City. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

9.11 Emergency Power Generation:

The Contractor will provide mobile electric power generation units for facilities and locations located within the City. The City will define the size and fuel type of the mobile units, which will be leased to the City. The City may require generators ranging in from 25 kw through 500 kw, and the Contractor will deliver the units to the facilities or locations designated by the City, and ensure connection of the unit to the existing electrical wiring by a licensed electrician. The Contractor will also ensure the unit is fueled, tested, and demonstrated to be operational prior to departure from the location. The Contractor will also provide fuel for the duration of the units use by the City, and will have readily available technical support and repair or replacement services. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

9.12 Pumping and Water Relocation/Removal for Flood Control:

The Contractor will provide all personnel, trucks, pumps, hoses, fuel, and other necessary equipment for removal of standing water from low collection areas where localized flooding threatens public safety or continuing property damage, as directed by the City. Water removal may be both by pumping to adjacent storm sewers, if functional, to nearby stream or drainage canals, or into tanker trucks. The Contractor must comply with any applicable environmental requirements concerning discharge of the water once pumped. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

9.13 Sewer, Culvert and Catch Basin Cleaning:

The Contractor will provide all personnel, vehicles, equipment and supplies to clean disaster-related debris, including sand and mud, from storm sewers, culverts, catch basins and draining canals. The City will designate the storm water systems to be cleaned. This service will be provided on a linear foot and per structure basis.

9.13.1 The disposal fee shall also be provided by the ton and Contractor should identify potential locations for disposal, either a landfill or waste-to-energy facility.

9.14 Decontamination of Buildings and Facilities:

The Contractor will provide for chemical and/or biological decontamination of buildings, facilities or other structures as directed by the City. The Contractor is responsible for providing experienced, trained and equipped personnel, for all equipment and supplies, and for final disposal of all contaminated materials removed from the structure. All operations by the Contractor must be in full compliance with all health and safety standards, as well as environmental protection requirements applicable to the decontamination and disposal process. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

9.15 Mold Remediation:

The Contractor will provide all personnel, equipment, supplies and services necessary for the planning of mold remediation services, removal and disposal of mold contaminated materials, and other mold remediation measures necessary for affected public buildings belonging to the City. The Contractor will comply with all Federal guidelines on mold remediation, and ensure compliance with all applicable health, safety and environmental protection standards. The City will designate which buildings or other structures are to be remediated, will approve the Contractor's mold remediation plan, and will designate the disposal facility to be utilized for mold-contaminated materials removed by the Contractor. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

9.16 Reimbursement

The Contractor will ensure that all reimbursement requests are compliant with current agency-specific policies and procedures.

9.17 City Supervision of Applicant

Each section/subsection will be supervised by the appropriate City Department, providing for recovery and restoration of normal services.

Article 10. General Legal Provisions

10.1 Agreement Period

The duration of the agreement shall be three (3) years commencing from the effective date of this Agreement with an additional three year option to extend on behalf of the CITY, which must be approved by Resolution of the City Commission.

10.2 Termination

This agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice to CONTRACTOR. No further work will be performed by CONTRACTOR upon receipt of this notice unless specifically authorized by the Director of Utilities of the City of Key West. Upon termination, the CONTRACTOR will be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the AGREEMENT. The CITY will not pay for anticipatory profits

10.3 Suspension, Delay, or Interruption Of Work

The CITY may suspend, delay, or interrupt the services of the CONTRACTOR for the convenience of the CITY. In the event of such suspension, delay, or interruption, or any other act or neglect of CITY or CITY's subcontractors, CITY will pay CONTRACTOR for work performed to date. In the event delays to the project are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

10.4 Third Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than the CITY and CONTRACTOR and has no third party beneficiaries. CONTRACTOR's services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the services.

10.5 Indemnification

10.5.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, property damage, losses, personal injuries, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR, its employees or agents, in the performance of this Agreement. Nothing herein is intended to waive the sovereign immunity afforded to CITY pursuant to Florida law, including section 768.28, Florida Statutes.

10.5.2 This indemnification shall survive the expiration or termination of this Agreement. In the event that any action or proceeding is brought against the CITY by reason of such claim or demand, CONTRACTOR shall, upon written notice from the CITY, resist and defend such action or proceeding by counsel satisfactory to the CITY. The CONTRACTOR shall defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the CITY's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the CITY whether performed by CONTRACTOR, or by persons employed or used by CONTRACTOR.

10.6 Insurance/Evidence of Insurability

CONTRACTOR shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts as specified below, naming the CITY as an additional insured, underwritten by a firm qualified to do business in the State of Florida. CONTRACTOR shall not permit allow any Subcontractor to commence work on its Subcontract until the insurance required of the Subcontractor has been obtained and approved.

10.6.1 All insurance policies shall be issued by companies authorized in the State of Florida, with an A.M. Best rating of A-:VI or higher and shall provide evidence of such insurance to the CITY. The policies or certificates shall provide thirty (30) days prior to cancellation written notices for all of the required insurance policies stated below. All notices shall name the CONTRACTOR and identify the agreement or contract number. The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

10.6.2 The status of the CONTRACTOR in the work to be performed outlined in this contract shall be that of an independent Contractor. As such, CONTRACTOR shall properly safeguard against any and all damage, loss or injury to persons or property that may arise, or be incurred in or during the conduct or progress of said work without regard to whether or not

CONTRACTOR, its Subcontractors, agents, or employees have been negligent.

10.6.3 The CONTRACTOR shall assume all responsibility for risks or casualties of every description, for any and all damage, loss or injury, to persons or property arising out of the nature of the work; negligence or failure of its employees and Subcontractors to comply with the Contract Documents; arising from action of the elements or from any unforeseen or unusual difficulty. The CONTRACTOR shall indemnify and save harmless the CITY, and all of its officers, agents and employees from all claims, demands and liabilities of any kind whatsoever in connection with work resulting from any acts of omission or commission chargeable to the CONTRACTOR, its Subcontractors and/or their respective duly authorized servants and/or employees. The CONTRACTOR agrees that the foregoing indemnification clause shall be insured under its Commercial General Liability policy, which must be endorsed to include Contractual Liability. If the CITY deems it necessary, the CONTRACTOR shall produce evidence of claims that have eroded the aggregate limit.

10.6.4 WORKER'S COMPENSATION INSURANCE - The CONTRACTOR shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance in compliance with the Compensation law of the State of Florida for all of its employees to be engaged in such work at the site of the project under this Agreement and in case of any such work is sublet, the CONTRACTOR shall require the 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 Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under Workmen's Compensation Statute, the CONTRACTOR shall provide and shall cause such Subcontractor to provide adequate employer's liability insurance for the protection of such if its employees are not otherwise protected.

10.7 Contractor's Commercial General Liability Insurance and Automobile Liability Insurance

10.7.1 The CONTRACTOR 's Commercial General Liability (CGL) shall be in an amount acceptable to the CITY but not less than \$1,000,000. Combined Single Limit per occurrence and \$2,000,000 annual aggregate per project. The City of Key West must be named as an additional insured. The coverage must include:

10.7.1.1 Commercial Form

10.7.1.2 Premises/Operations

10.7.1.3 Underground, Explosions, and Collapse Hazard (if excavation, blasting, tunneling, demolition or rebuilding of any structural support of a building is involved or explosion hazard exists).

10.7.1.4 Products/Completed Operations

- 10.7.1.5 Independent Contractors (if any part of the Work is to be subcontracted)
- 10.7.1.6 Broad Form Property Damage
- 10.7.1.7 Personal Injury
- 10.7.1.8 Cross-Liability Coverage
- 10.7.2. CONTRACTOR shall maintain products/completed operations coverage with a combined single limit no less than \$1,000,000 per occurrence of bodily injury/property damage for a period of at least twelve (12) months following final acceptance of Contractor's work by the CITY.
- 10.7.3 The CONTRACTOR's Commercial automobile Liability insurance must provide coverage for owned, non-owned, and hired vehicles and trailers used in connection therewith, with a combined single limit for bodily injury and property damage no less than \$1,000,000 per occurrence, with the City of Key West named as additional insured.
- 10.7.4 The insurance required herein and approval of CONTRACTOR's insurance by the CITY shall not relieve or decrease the liability of the CONTRACTOR hereunder.
- 10.8 SUBCONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE AND VEHICLE LIABILITY INSURANCE - The Contractor shall either (1) require each of its Subcontractors to procure and to maintain during the life of its subcontract, Commercial General Liability Insurance and Vehicle Liability Insurance of the type and in the amounts specified in Sub-Paragraph 10.6 hereof, or; (2) to insure the activities of its Subcontractors in its policy, as specified in Sub-Paragraph 10.6 hereof.
- 10.9 SCOPE OF INSURANCE AND SPECIAL HAZARDS - The insurance required under Sub-Paragraph 3 and 4 hereof is a minimum to provide adequate protection for the Contractor and its Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operation be by the insured or by anyone directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the performance of this Contract.
- 10.10 RENEWAL REQUIREMENTS- If any of the property or casualty insurance requirements are not complied with at their renewal dates, payments to the Contractor will be withheld until those requirements have been met or, at the option of the City of Key West, City of Key West may pay the renewal premium and withhold such payment from any monies due the Contractor.
- 10.11 CLAIMS- In the event that claims in excess of the insured amounts provided are filed by reason of any operations under the services provided by the Contractor, the amount of excess of such claims, or any portion thereof, may be withheld from payment due until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the City of Key West.

10.12 Assignment

CONTRACTOR shall not assign all or any part of this Agreement without the prior consent of the CITY by Resolution of the Key West City Commission.

10.13 Jurisdiction

the law of the state of Florida and Monroe County will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

10.14 Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10.15 Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options. Unless otherwise agreed in writing, the CONTRACTOR shall continue the Work and maintain the approved schedules during any arbitration proceedings. If the CONTRACTOR continues to perform, CITY shall continue to make payments in accordance with this Agreement.

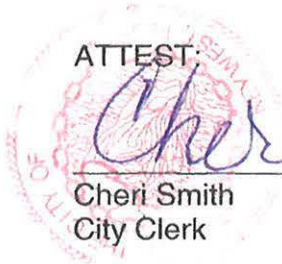
Article 11. Schedules, and Signatures

This AGREEMENT, including its Schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

THE CITY OF KEY WEST, FLORIDA

By: 
Craig Cates, Mayor

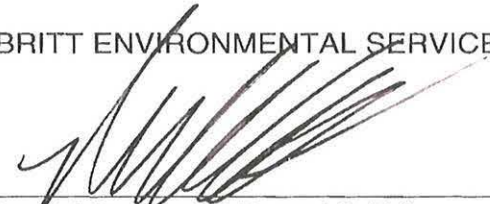


ATTEST:
Cheri Smith

Cheri Smith
City Clerk

Dated: 2-17-10

ASHBRITT ENVIRONMENTAL SERVICES, INC.

By: 
Randal Perkins, V.P. and C.E.O.

Attest:



Ravi Kilner
Marketing Manager

Dated: 1/27/2010

ATTACHMENT A

DISASTER RESPONSE SERVICES

UNIT PRICE BID FORM

Bid costs are inclusive of all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, TDMS management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the Contract.

BID FROM:

Company: AshBritt, Inc.

Address: 480 S. Andrews Ave., Suite 103

Pompano Beach, FL 33069

Phone/ Fax: 954-545-3535/954-545-3585

to furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for construction of: **Disaster Response Services, Provider RFP No. 09-007**, located at various locations within CITY OF KEY WEST, Florida.

To: *CITY OF KEY WEST
ATTN: CITY CLERK
525 Angela St.
P.O. Box 1409
Key West, FL 33041*

1.0 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with City in substantially the form as the Sample Contract included in the Bidding Documents to perform all Work and any Additional Services as specified or indicated in the Bidding Documents at the unit prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.0 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for **90** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of City.

3.0 In submitting this Bid, Bidder represents, as set forth in the Contract, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all, which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has correlated the information known to Bidder, including location of City in relation to any proposed final disposal sites, information and observations for City's Debris Separation/Reduction and Temporary Debris Management Sites obtained from visits to the Site, any reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, and data provided with the Bidding Documents.

E. Bidder has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the City is acceptable to Bidder.

F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.0 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and

Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over City.

- 5.0 Bidder acknowledges that there are no quantities guaranteed, and Unit Cost information is solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual services provided, determined as provided in the Contract Documents.
- 6.0 Bidder acknowledges that all unit costs include any necessary insurance and bonds.
- 7.0 The Bidder accepts all liability for improper disposal of solid waste, including debris, construction and demolition debris, hazardous waste, chipping or mulching, infectious waste, white goods disposal, and recycling.

TABLE A – Time and Materials

Heavy Equipment	Size or Type	U / M	Unit Price
<i>Operators Included</i>			
Skid Steer Loader	Bobcat	Hour	\$75.00
Backhoe	Cat 416	Hour	\$85.00
Wheel Loaders	Cat 950	Hour	\$140.00
Wheel Loaders	Cat 966	Hour	\$150.00
Wheel Loaders	Cat 980	Hour	\$175.00
Tracked Loaders	Cat 955	Hour	\$145.00
Towed Loader w/ Tractor	Prentice 210	Hour	\$150.00
Self Loading Knuckle boom Truck	25-35 CY Body	Hour	\$145.00
Self Loading Knuckle boom Truck	35-45 CY Body	Hour	\$167.00
Dozer	Cat D4	Hour	\$105.00
Dozer	Cat D5	Hour	\$115.00
Dozer	Cat D6	Hour	\$150.00
Dozer	Cat D7	Hour	\$175.00
Dozer	Cat D8	Hour	\$215.00
Excavators	Cat 320	Hour	\$124.00
Excavators	Cat 325	Hour	\$140.00
Excavators	Cat 330	Hour	\$161.00
Tractor w/ Box Blade	80 Hp	Hour	\$65.00
Motor Grader	Cat 120G	Hour	\$129.00
Crane	30 Ton	Hour	\$225.00
Bucket Truck	Up to 50' reach	Hour	\$150.00
Bucket Truck	50' to 75' reach	Hour	\$175.00
Trash Transfer Trailer w/ Tractor	110 yard	Hour	\$134.00
Street Sweeper	Vacuum Type	Hour	\$81.00
Water Truck	2000 gallon	Hour	\$91.00
Stump Grinder	Vermeer 252	Hour	\$91.00
Chipper w/ 2 man crew	Morbark Storm	Hour	\$134.00
12-Foot Tub Grinder	Morbark 1200	Hour	\$425.00
13-Foot Tub Grinder	Morbark 1300	Hour	\$475.00

Equipment Transport w/ Tractor	50 Ton	Hour	\$130.00
Truck Mounted Winch		Hour	\$95.00
Personnel	Size or Type	U / M	Unit Price
Superintendent w/ Pickup Truck	Individual	Hour	\$75.00
Supervisor w/ Pickup Truck	Individual	Hour	\$70.00
Safety or QC Manager w/ Pickup Truck	Individual	Hour	\$65.00
Mechanic w/ Truck and Tools	Individual	Hour	\$75.00
Climber w/ Gear	Individual	Hour	\$85.00
Operator w/ Chainsaw	Individual	Hour	\$45.00
Laborer w/ Tools	Individual	Hour	\$32.50
Traffic Control Personnel	Individual	Hour	\$30.00
Ticket Writers	Individual	Hour	\$30.00
Clerical	Individual	Hour	\$35.00
Administrative Assistants	Individual	Hour	\$40.00

TABLE B – DEBRIS COLLECTION AND REDUCTION SERVICES

The Contractor will provide all services and expenses necessary for debris pickup and hauling, processing of debris at the TDMS, and final disposal for a fixed unit price as identified below. This cost is inclusive of all related expenses including contract administration, technical assistance to the City, personnel training and certification, TDMS management, services for security, safety and traffic management, and associated actions necessary for implementation of disaster response services and operations by the Contractor as defined in the Contract.

Hauling for final disposal shall be unit price for the total cost of moving the debris from the TDMS to the final disposal site. The closest landfill that normally accepts C&D and Mixed materials is in Miami Dade County approximately 130 miles North of Key West, Florida. Proposers should assume a 200-mile haul in their unit price proposal. All Key West City, and FDEP approved TDMS sites are within 10 miles of any location inside of Key West.

Disposal cost (tipping fees) will be the responsibility of the Contractor. The Contractor will pass through the Disposal Cost to the City with no mark up or charge for services. Contractor may be required to set up temporary certified scales to weigh outbound waste. Weight tickets must be reconciled to disposal weight tickets.

DESCRIPTION OF SERVICES	UNIT OF MEASURE	UNIT PRICE
Collection and Processing		Dollars
Vegetative Debris (Includes Seaweed) Collection	Per Cubic Yard	\$12.95
Construction and Demolition Debris Collection	Per Cubic Yard	\$14.25
White Goods Collection	Each	\$75.00
Mixed Debris Collection	Per Cubic Yard	\$12.95
TDMS Management, Processing and Loading	Per Cubic Yard	\$4.75

Sand Screening and Placement	Per Cubic Yard	\$9.75
CFC Removal from Compressors	Each	\$85.00
Hazardous Waste Collection and Disposal	55 Gallon Drum	\$625.00
Hauling for Final Disposal		Dollars
Hauling from TDMS to Final Disposal Site <200 Miles	Per Cubic Yard	\$16.75
Dead Animal Carcass Hauling and Disposal	Per Pound	\$4.25
Tree Debris Removal		Dollars
Hangers Removal	Per Tree	\$155.00
Hazardous Tree Removal (Leaners)	Per Tree	
<12" to 24"	Per Tree	\$125.25
>25" to 48"	Per Tree	\$250.50
>49" to 72"	Per Tree	\$395.00
> 72"	Per Tree	\$525.00
Hazardous Stump Removal (Ground Not Less Than 8" Below Grade)		Dollars
<6" to 12" (per cubic yard)	Per Stump	\$0.00
>13" to 24" (per cubic yard)	Per Stump	\$0.00
>25" to 48"	Per Stump	\$385.00
>49" to 72"	Per Stump	\$525.00
> 72"	Per Stump	\$650.00
Stump Backfill	Per Hole	\$85.00
Miscellaneous Services		Dollars
Demolition of Structures Wood Structures	Per Square Foot	\$2.95
Demolition of Concrete Structures	Per Square Foot	\$3.75
Video Record of pre-and post-TDMS site	Each	\$1,500.00
Phase I Environmental Audit	Each	\$4,500.00
TDMS Site Restoration Grading	Per Square Yard	\$1.50
Topsoil TDMS Site Restoration	Per Cubic Yard	\$1.40
Sod TDMS Site Restoration	Per Square Yard	\$4.75
Debris Removal from Canals and Waterways	Per Cubic Yard	\$125.00
Restoration of Canal Banks and Slopes	Per Liner Foot	\$75.00
Sod Restoration of Canal banks and Slopes	Per Square Yard	\$6.95

Fire Suppression Support (per hour, w/operator)	Each Unit	\$295.00
Motor Vehicles Removal (from right-of-way) Including Towing to TDMS	Each	\$671.00
Motor Vehicles Removal (from canal) Including Towing to TDMS	Each	\$1,342.00
Boat Removal (from right-of-way) Including Towing to TDMS	Linear Foot	\$180.13
Emergency Potable Bottled Water (Pallet of .5 Litter 24/Cases)	Cost Per Case	\$9.90
Emergency Delivery of Ice (Full Truck Load 10 lbs Bags)	Cost Per Truck Load	\$30,140.00
Mobile Kitchen Facility to provide 10-100 meals per day	Each Unit	\$11,220.00
Mobile Kitchen Facility to provide 101-200 meals per day	Each Unit	\$11,550.00
Mobile Kitchen Facility to provide 201-300 meals per day	Each Unit	\$12,925.00
Mobile Kitchen Facility to provide 301-400 meals per day	Each Unit	\$14,520.00
Mobile Laundry Facility (per week) (Note: One-time mob/set up \$5,500.00)	Each Unit	\$9,240.00
Mobile Restroom/Shower Facility (Note: Sanitary for 500, showers for 300-with service-water)	Each Unit	\$126,195.00
Mobile Fueling Facility (Note: 12,000 gal w/operator, per hour)	Each Unit	\$395.00
Mobile Satellite Communications Facility (Note: \$7,150.00 one time delivery-pickup cost)	Each Unit	\$2,000.00
Mobile Automated Ticket Issue and Tracking System (HallPass or Equivalent)	Each Unit	\$345.00
Emergency Portable Power Generators *		Dollars
>25KW	Each Unit	\$19,459.00
>50 KW	Each Unit	\$19,459.00
>100KW	Each Unit	\$22,143.00
>250KW	Each Unit	\$38,500.00
>500KW	Each Unit	\$50,160.00
*Note: Monthly rates.		

- a. Week minimum. Includes labor; does not include groceries (billed cost-plus 23.0%).
- b. Additional \$1,375.00 per day for training module; additional \$1,545.00 per day-per DMS HPS Support; Additional \$1,545.00 per day equipment cert-site support.
- c. Monthly rates

Portable Dewater Pump 6"	Each Unit	\$137.90
Manhole and Catch Basin Cleaning	Each Catch Basin	\$1,615.00
Storm Drain Piping Cleaning	Per Linear Foot	\$35.00

CONFIRMATION SIGNATURE OF UNIT PRICE BID INFORMATION

John W. Noble, AshBritt, Inc. _____
Name of Bidder **Signature of Bidder**

Title

8.0 Bidder's Information:

The BIDDER states that he is an experienced CONTRACTOR and has completed similar Work within the last five years. This information has been provided on Attachment D- Contractor's Qualifications Statement.

9.0 Bidder accepts the provisions of the Sample Contract.

10.0 The Bidder is familiar with the terms used in this Bid and the meanings indicated.

BID SUBMITTED on 20 May, 2009.

State Contractor License No. CGC060313 (exp. 8/31/10) . (If applicable)

License Type: General Contractor

If Bidder is:

An Individual

Name (typed or printed): N/A

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: N/A (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: AshBritt, Inc. (SEAL)

State of Incorporation: Florida

Type (General Business, Professional, Service, Limited Liability): General Contractor

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): John W. Noble

Title: Chief Operating Officer

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business address: 480 S. Andrews Ave., Suite 103

Pompano Beach, FL 33069

Phone No.: 954-545-3535 FAX No.: 954-545-3585

Date of Qualification to do business is 10/28/1992.

Qaul Bus. License No.: QB26117(exp. 8/31/09)
ATTACHMENT B

SAMPLE LOAD TICKET

BIDDER TO PROVIDE SAMPLE