

Memorandum

DATE: May 1, 2012

TO: City Council

THROUGH: City Manager Judie Zimomra

FROM: Acting Public Works Director Scott Krawczuk SK

RE: Disaster Recovery Services

RECOMMENDATION: Approve Agreements for Disaster Recovery Services with Crowder Gulf and Ash Britt, Inc. and authorize the City Manager to execute the agreements.

In 2000 and 2004 the City entered into agreements with Crowder/Gulf Joint Venture for disaster recovery services, including debris removal, storage and disposal. Such agreements save time during the critical period immediately following an event by avoiding the necessity of soliciting proposals at that time. Pre-disaster agreements also potentially save money by having the cost of services included in the agreement.

In 2008, the City entered into disaster recovery services agreements with Crowder Gulf and Ash Britt, Inc. in accordance with FEMA requirements to have at least two pre-qualified debris and wreckage removal contractors identified prior to a disaster. These three year agreements expired on June 3, 2011 and were extended to June 3, 2012 through a one year extension provision in the agreements.

At its April 3, 2012 meeting, City Council authorized the City Manager to negotiate agreements with Crowder Gulf and Ash Britt, Inc., which had been top-ranked utilizing the Consultants Competitive Negotiations Act procedures. The negotiations resulted in the attached agreements, which are presented for your review. The agreements allow the City to utilize the services of either one or both of the contractors at its discretion. In order to have the agreements expire at the end, rather than the beginning, of hurricane season, the terms of the proposed agreements are 3 ½ years with 2 optional 1 year extensions.

Staff recommends that City Council approve the Agreements for Disaster Recovery Services with Crowder Gulf and Ash Britt, Inc. and authorize the City Manager to execute the agreements.

cc: Finance Director Sylvia Edwards
City Attorney Ken Cuyler

AGREEMENT FOR DISASTER RECOVERY SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, by and between the **CITY OF SANIBEL**, a municipal corporation located in Lee County, Florida (hereinafter referred to as "CITY"), and **CROWDER-GULF JOINT VENTURE, INC.** (hereinafter referred to as "**CONTRACTOR**"). (CITY and CONTRACTOR may be referred to hereinafter individually as "party" and collectively as "parties").

WITNESSETH:

WHEREAS, CITY lies on the West coast of the State of Florida and, as such, may experience massive destruction wrought by the impact of a hurricane landfall, violent storms spawning tornados, as well as any other natural and/or manmade disaster (hereinafter referred to as "Events"); and

WHEREAS, it is necessary and in the best interests of the citizens of the CITY to contract for debris removal and disaster recovery technical assistance to appointed and elected officials within the CITY, on an as-needed and as-directed basis to respond to such Events; and

WHEREAS, this Agreement is intended to meet, in all respects, the debris removal eligibility criteria for disaster recovery services that applicants must meet in order to receive assistance under the FEMA Public Assistance Program and shall be construed to meet such eligibility criteria and to be in compliance with all federal, state and local requirements for such contracts;

NOW, THEREFORE, CONTRACTOR for and in consideration of the sum of Ten Dollars and no/100 (\$10.00), acknowledged to have been paid, and the covenants set forth below, and for other good and valuable considerations acknowledged by the parties to be sufficient, said parties hereto agree as to the following:

1. **RECITALS INCORPORATED**

The above recitals are acknowledged by the parties to be true and correct and are hereby incorporated as part of this Agreement as if fully set forth below.

2. **SCOPE OF SERVICES ONE - DEBRIS REMOVAL**

It is the intent of this Agreement for the CONTRACTOR to remove as quickly as possible all hazards to life and property resulting from an Event in the CITY. Clean up, demolition and removal will be limited to (1) that which is determined to eliminate immediate threats to life, public health, and safety, (2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property, and (3) that which is considered essential to ensure economic recovery of the CITY to the benefit of the community-at-large. The Services shall consist of clean up, demolition, removal, reduction and disposal of debris as directed by the City Manager, or designee, of the CITY.

Specifically the Scope of Services (hereinafter also referred to as “Services”) will include the items listed in Attachment 1 and such Services and equipment shall be priced as set forth in Attachments 2(A) and 2(B) of this Agreement under the corresponding heading, both Attachments incorporated as part of this Agreement and made an integral part hereof.

3. SCOPE OF SERVICES TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

It is the further intent of this Agreement for the CONTRACTOR to provide disaster recovery technical assistance to appointed and elected officials within the CITY. This Service shall include Program Management Assistance. Specifically the Scope of Services will include the items listed in Attachment 1 and such Services and items shall be priced as set forth in Attachments 2(A) and 2(B) of this Agreement under the corresponding heading.

4. ACKNOWLEDGEMENT BY CONTRACTOR THAT CITY IS CONTRACTING WITH TWO QUALIFIED FIRMS

CONTRACTOR acknowledges that CITY selected two (2) qualified bidders for disaster recovery services and CITY will enter into both this Agreement for Disaster Recovery Services with CONTRACTOR and a separate Agreement for Disaster Recovery Services with the other qualified bidder. CONTRACTOR understands, acknowledges and agrees that it is CITY’S intent to provide a Notice to Proceed to either CONTRACTOR, (i.e., Crowder Gulf) or the other qualified bidder under a separate Agreement for Disaster Recovery Services, or to both CONTRACTOR and such other disaster recovery services contractor/provider at the same time, depending upon the extent and damage caused by an Event. Such decision to use one or both recovery services providers shall be at the sole discretion of the CITY. CONTRACTOR agrees that it will at all times be staffed, prepared, and when necessary, mobilize, respond and provide disaster recovery services to CITY upon issuance of the CITY’S Notice to Proceed to CONTRACTOR, as if it were the CITY’S only disaster recovery services CONTRACTOR. CONTRACTOR agrees that at no time shall the CITY’S contract with another disaster recovery services contractor/provider affect the CONTRACTOR’S timing, speed or quality of response in the event that CONTRACTOR is directed by CITY through a Notice to Proceed to respond during or immediately after an Event.

5. SERVICES AND FACILITIES

It is understood that, except as otherwise specifically stated in this Agreement and Attachments to this Agreement, the CONTRACTOR shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Notice to Proceed as agreed upon by both parties.

6. PERMITS AND REGULATIONS

Permits and licenses of a temporary nature necessary for the prosecution of the Services as requested or required by this Agreement shall be secured and paid for by the CONTRACTOR unless otherwise stated in this Agreement.

7. DISPOSAL AT APPROVED SITES

CONTRACTOR agrees that all debris must be disposed of only at an EPA or other federally approved disposal site. CONTRACTOR accepts responsibility and shall be solely liable for the deposit or disposal of any debris at any site other than an EPA approved or other federally approved disposal site.

8. SUPERVISION BY CONTRACTOR

The CONTRACTOR will supervise and direct all Services provided pursuant to this Agreement. The CONTRACTOR is solely responsible for the means, methods, techniques, sequences, safety program and procedure(s) for all Services. The CONTRACTOR will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor by the CITY'S Authorized Representative shall be as binding as if given to the CONTRACTOR.

The name(s) of the supervisor(s) will be supplied to the CITY for each issuance of a Notice to Proceed through an attachment to this Agreement in the form of a Memorandum for the Record.

CONTRACTOR shall provide a safe working environment for all employees, subcontractors or other entities under control or direction of CONTRACTOR, which shall include the requirement of properly and safely constructed monitoring towers, where applicable.

9. HURRICANE PRE-LANDFALL PREPAREDNESS

In the event that the CITY is located within the predicted cone of uncertainty of a Category 2 or above hurricane, or predicted to be a Category 2 or above hurricane at landfall, CONTRACTOR shall, upon notification from the City Manager or designee, have a qualified supervisor with decision making authority located in Lee County, Florida at the time of the hurricane landfall or as immediately thereafter as possible. The purpose of this provision is to have CONTRACTOR'S authorized representative and supervisor present immediately for commencement of all activities necessary for CONTRACTOR'S disaster recovery services pursuant to this Agreement.

10. CHANGES IN SERVICES

The CITY may at any time, as the need arises, order changes within the Scope of Services without invalidating this Agreement. All changes affecting the project's costs or modifications of the terms or conditions of the Agreement shall be authorized by means of an official written Contract Change Order that is mutually agreed upon and signed by the CITY and the CONTRACTOR. All changes must be recorded on a written Contract Change Order before CONTRACTOR may proceed with the changes to the Services provided. Such change in Services may also include CONTRACTOR'S prompt replacement or substitution of any supervisor assigned by CONTRACTOR that CITY finds to be unresponsive or otherwise unacceptable for CITY'S purposes.

11. TERM OF AGREEMENT

The term of this Agreement shall be from June 5, 2012 through December 4, 2015.

12. RENEWAL OF AGREEMENT

This Agreement may be renewed for two additional one-year extensions after concurrence of both parties on any negotiated changes to the terms and specifications contained in this Agreement. Attachment 2 of this Agreement may be reviewed on an annual basis at which time, amended unit costs may be submitted by CONTRACTOR to CITY to reflect the current disaster recovery average market value of Services listed in Attachment 1 and priced in Attachment 2 of this Agreement, proof of such market value to be established in writing by CONTRACTOR to CITY'S satisfaction. Such amendments shall become part of this Agreement after a concurrence and signature of both parties.

13. TERMINATION

Either party upon 365 days written notice to the other party may terminate this Agreement, with or without cause.

14. INSURANCE AND BONDS; CERTIFICATES OF INSURANCE

- (a) CONTRACTOR shall name the CITY as additional insured on CONTRACTOR'S insurance policies. CONTRACTOR shall be required to maintain the following limits:

Worker's Compensation - Statutory Limits of the State of Florida;
General Liability - One Million Dollars (\$1,000,000) any single occurrence
Additional Liability Umbrella - Five Million Dollars (\$5,000,000)

(b) CONTRACTOR shall provide CITY a Certificate of Insurance evidencing such coverage prior to the commencement of each hurricane season. Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. New Certificates of Insurance are to be provided to the CITY at least fifteen (15) days prior to coverage renewals. Receipt of Certificates or other documentation of insurance or policies or copies of policies by the CITY or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

At the CITY'S option the CONTRACTOR will furnish a performance and payment bond for any and/or all Notices to Proceed. The cost of said bond premium will not be an additional cost to the CITY.

15. PENALTY FOR NON PERFORMANCE

In addition to any bond payment/forfeiture, the CONTRACTOR will be penalized \$100,000 per day for failure to be mobilized to the CITY within 24 hours of the issuance of the Notice to Proceed with sufficient equipment, manpower, and other required resources to perform the Services pursuant to this Agreement.

16. WARRANTY OF TITLE AND WAIVER OF LIEN

The CONTRACTOR shall not at any time suffer or permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise by any person or persons whomsoever to remain on file with the CITY against any money due or to become due for any work done or materials furnished under this Agreement or by any reason or claim or demand against CONTRACTOR. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Agreement.

17. SUBCONTRACTING

- (a) The CONTRACTOR shall be fully responsible to CITY for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons employed by it. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the services and give the CONTRACTOR the same powers regarding terminating any subcontract that the CITY may exercise over the CONTRACTOR under any provisions of this Agreement.
- (b) Nothing contained in this Agreement shall create any additional relationship between any subcontractor and the CITY. The CONTRACTOR shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the CITY upon issuance of a Notice to Proceed (or as soon as reasonably possible thereafter) pursuant to this Agreement and updated by the

CONTRACTOR to the CITY on a bi-weekly basis during CONTRACTOR'S Services. The CONTRACTOR shall not use a subcontractor or material supplier whom the CITY has a reasonable objection to, and shall make all reasonable attempts to subcontract with local firms currently doing business within the CITY and/or Lee County, Florida.

18. 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 and shall make good faith efforts to assist CITY in complying with the requirements of such Agreements, including but not limited to requirements for Federal and State reimbursements.

19. CITY OBLIGATIONS

The CITY shall furnish all information and documents necessary for the commencement of services, to include a valid written Notice to Proceed. CONTRACTOR shall provide CITY with CONTRACTOR'S emergency e-mail and fax numbers upon execution of this Agreement to assure CITY'S ability to forward a Notice to Proceed under emergency circumstances. The CITY'S Public Works Director, Gates Castle, is hereby designated by the CITY to be the primary contact person for inspecting the work and answering any on-site questions prior to and after CITY'S issuance of a Notice to Proceed. In the absence of the Public Works Director, CITY will authorize a designee in writing.

20. ENTIRE AGREEMENT

- (a) This Agreement and the Attachments incorporated herein contain the entire Agreement of the parties, and there are no other binding promises or conditions between the parties in any other agreement whether oral or written.
- (b) In the event of any conflict between the provisions of this Agreement document and any attachment hereto incorporated as part of the Agreement, the provisions of this Agreement document shall prevail.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Contract effective the date first written above.

WITNESS:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

CONTRACTOR:

**CROWDER-GULF
JOINT VENTURE, INC.**

BY: _____

John Ramsay, President

Address: 5435 Business Parkway
Theodore, AL 36582

CORPORATE SECRETARY ATTEST:

Signature

Printed Name

ATTEST:

Pamela Smith, City Clerk

CITY OF SANIBEL:

By: _____
Judith A. Zimomra, City Manager

APPROVED AS TO FORM:

Kenneth B. Cuyler, City Attorney

Date

ATTACHMENT 1
TO
AGREEMENT FOR DISASTER RECOVERY SERVICES

The following is a listing of services and/or tasks to be provided by CONTRACTOR to CITY upon receipt by CONTRACTOR of a Notice to Proceed:

1. **SCOPE OF SERVICES ONE - DEBRIS REMOVAL**

(a) Emergency Road Clearance

The CONTRACTOR shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the CITY. This operational aspect of the Scope of Services shall be for the first 100 (plus or minus) hours after an event for all roads and 24 hours for roadways which are part of the Federal Highway system. Once this task is accomplished, the following tasks will begin as required.

(b) Debris Removal from Public Property (Rights-of-Way, Publicly Owned Properties - Pick-up and Haul)

As identified by and directed by the CITY, the CONTRACTOR shall accomplish the demolition, pick-up and hauling of all eligible debris to the designated Temporary Debris Staging and Reduction Sites (TDSRS's) from public property and rights-of-way, and shall maintain debris work sites to required and appropriate use standards, safety standards, and regulatory requirements.

(c) Debris Removal from Private Property (Right-of-Entry Program - Pick-up and Haul)

Should an imminent threat to life, safety and health to the general public be present on private property, the CONTRACTOR (as identified by and directed by the CITY), will accomplish the pick-up and hauling of debris to the TDSRS's from private property. Upon receipt of the completed right of entry form and hold harmless agreement from private property owners, and execution of the non-duplication of benefits agreement from the CITY, the CONTRACTOR shall also demolish those residences and personal property, as identified by the CITY. The CONTRACTOR will place all debris collected through this process in the right-of-way, where the above Scope of Services (Debris Removal from Public Property) shall commence. The CITY has determined that it is in the best interest of the health and safety of its citizens to provide this service when CITY so directs. Attached to this Agreement are copies of the forms to be executed by the individual property owners. The CONTRACTOR shall maintain debris work sites to required and appropriate use standards, safety standards, and regulatory requirements.

(d) Hazardous Stumps (Removal, Back-fill, Haul)

As identified and directed by the CITY, the CONTRACTOR shall remove all hazardous stumps, and haul each stump to a TDSRS. Each stump shall be inspected by the CITY and CONTRACTOR and documented as to the appropriate category of size and invoicing (see Attachment 2 for size categories and prices). The CONTRACTOR shall back-fill each stump hole with compatible material as determined by the CITY and CONTRACTOR.

(e) Temporary Debris Staging and Reduction Sites (TDSRS)

The CONTRACTOR will prepare and maintain TDSRS's to accept and process all storm debris; maintain in a safe condition the TDSRS's approach and interior road for the entire period of debris hauling; any roads that require stone for stabilization for ingress and egress, will be furnished by CONTRACTOR; build and maintain in a safe manner a roofed inspection tower sufficient for a minimum of three (3) inspectors; the inspection of every load in and out which shall be further defined in the documentation section below; process all debris in accordance with all local, state and federal rules, standards, and regulations; Processing may include, but is not limited to, reduction by tub grinding and/or incineration when approved by CITY, transporting and final disposal at an approved location agreed to by both parties. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods and hazardous wastes; all reduced debris as well as non-reducible debris will be disposed of at a location(s) agreed to by both parties.

(f) TDSRS Site Reclamation

TDSRS Site Reclamation shall be accomplished in accordance with all Federal, State and Local laws, standards and regulations; TDSRS Site Reclamation shall be accomplished in accordance with the CONTRACTOR'S Debris Removal Operations Plan and Environmental Protection Plan.

(g) Disaster Event Generated Hazardous Wastes Abatement

CONTRACTOR shall abate all hazardous waste identified by the CITY in accordance with all applicable Federal, State and Local laws, standards and regulations to include, but not be limited to, 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199. Hazardous waste abatement shall be accomplished in accordance with the CONTRACTOR'S Debris Removal Operations Plan and Environmental Protection Plan. Unless otherwise set forth in Attachments 2(A) and 2(B) in an applicable manner, prices for this Service will be negotiated at time of Event dependent upon types of materials, quantities and hazards present. After such negotiation, prices shall be attached to this Agreement in the form of a Memorandum of Record.

(h) Sand Screening

The CONTRACTOR shall screen all sand, as directed by the CITY, to remove all eligible debris deposited by an Event. This task includes the pick-up of debris laden sand, hauling debris laden sand to the processing screen located on the beach, processing the debris laden sand through the screen and returning clean sand to the approximate original location on the beach as directed by the CITY. Debris removed from sand will be picked up, hauled and processed utilizing the Scope of Services described above for Debris Removal from Public Property.

(i) Documentation and Inspections

All storm debris shall be subject to inspection by the CITY or any Public Authority in accordance with generally accepted standards to insure compliance with the contract and applicable local, State and Federal laws. The CONTRACTOR will, at all times, provide the CITY access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work and materials. The CONTRACTOR and the CITY will have in place at the TDSRS's, personnel to verify the contents and cubic yards of the vehicles entering the TDSRS's. Records will be maintained of every vehicle entering the TDSRS, its cubic yardage and verification of the vehicle leaving the TDSRS to ensure that it is, in fact, empty. The CONTRACTOR and the CITY will monitor the material to determine that it, in fact, consist of eligible debris. The CONTRACTOR and the CITY will have in place, at the pick up site, personnel to verify the contents, location, date and time of the vehicles departing for the TDSRS. Prior to use, the CONTRACTOR and the CITY will establish and record the certified cubic yard capacity of each haul truck and will inspect each haul truck. The CONTRACTOR will include and provide disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement, if applicable.

The CONTRACTOR will assist the CITY in preparation of Federal (FEMA) and State reports for any potential reimbursement through the training of CITY employees and the review of documentation prior to submittal. The CONTRACTOR will work closely with the Florida Division of Emergency Management, FEMA and other applicable State and Federal Agencies to insure that eligible debris collection and date documenting same appropriately addresses concerns of the likely reimbursement agencies.

(j) Priority of Work Areas

The CITY will establish the priority of work and shall approve the work area, in advance, where the CONTRACTOR will be allowed to work. Daily and/or weekly scheduled meetings (as determined necessary by CITY) will be held between CITY and CONTRACTOR to determine approved work areas and work to be performed. The CONTRACTOR shall remove all eligible debris and leave the site from which the eligible debris was removed in a clean and neat condition, with the understanding that there will be certain debris that is not picked up by

equipment, machinery and general laborers used by the CONTRACTOR. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the CITY.

(k) Working Hours

All activity associated with gathering and loading of eligible debris shall be performed during the visible daylight hours only. Hauling of eligible debris to the TDSRS's will be allowed during visible daylight hours only between dawn and dusk. The CONTRACTOR may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the TDSRS's, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the CONTRACTOR deems it necessary and safe. CONTRACTOR shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

(l) Debris Disposal

The CONTRACTOR shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State and local laws, standards and regulations. Final disposal locations shall be at the discretion of the CONTRACTOR with prior approval of the CITY. Information regarding the location of final disposal shall be attached to this Agreement in the form of a Memorandum for the Record. The CONTRACTOR and CITY inspector assigned to the disposal process shall maintain disposal records and documentation. Documentation shall be quantified in Cubic Yards.

(m) White Goods

The CONTRACTOR may expect to encounter white goods available for disposal. White goods shall mean household appliances as defined in the Florida Administrative Code. The CONTRACTOR shall dispose of all white goods encountered in accordance with applicable Federal, State and local laws.

Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the CONTRACTOR in accordance to applicable regulatory requirements. There is no additional payment for by City for handling of white goods as this cost of work is included in the CONTRACTOR'S cubic yard unit price for debris removal.

(n) Emergency Generator Availability

Within 24 hours of the issuance of the Notice to Proceed, the CONTRACTOR will have one 1,000 KW and one 675 KW generator available to the CITY. Pricing will be in accordance with Attachment 2(B). City will pay a minimum of one week's rental fee even if the generators are not utilized.

2. SCOPE OF SERVICES TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE

See Note (1) at end of section

1. PUBLIC ASSISTANCE PROGRAM

- (a) Damage Survey Report (DSR) or Project Worksheet (PW)
 - (i) Official DSR/PW requests - Assist CITY personnel in the following:
 - (a) Identification of expenditures eligible for reimbursement
 - (b) Submission of official “request for DSR inspection”
 - (ii) Local government representation on DSR/PW team - Train and assist CITY personnel to accomplish the following:
 - (a) Identification of eligible items for reimbursement
 - (b) Review of DSR/PW for accurate Scope of Work
 - (c) Review of DSR/PW for accurate unit costs
 - (iii) Recovery process documentation - Assist CITY personnel in the following:
 - (a) Creation of recovery process documentation plan
 - (b) Maintenance of documentation of recovery process
 - (iv) Force account labor vs. contract labor
 - (a) Recommendations to government officials on need to contract or utilize force amount labor
 - (v) Recovery process oversight
 - (a) Recommendation to government officials on need to contract for project management for projects requiring intense oversight
 - (b) DSR/PW tracking through State and Federal process
 - (c) Written and oral status reports to government officials
- (b) Documentation Support
 - (i) Review of record system for applicability to Federal and State requirements
 - (ii) Orientation and training of CITY personnel on requirements for quality and quantity of required documentation

- (iii) Assist in selection of “Clerk of Records” and provide detailed training for documentation
 - (iv) Review documentation for accuracy and quantity
 - (v) Assist in preparation of claim documentation
- (c) Consultation and negotiation services
- (i) Recommendations to government officials on plans of action
 - (ii) Provide guidance to government officials on issues involving Federal and State reimbursement
 - (iii) Assist CITY officials in negotiations with Federal and State officials
 - (iv) Assist CITY officials with writing the CITY’S comprehensive Emergency Management Plan
- (d) Other representations as may be requested/required

NOTE (1): This is the concept of complete recovery management support where CONTRACTOR would assist an applicant on all aspects of the recovery process. CONTRACTOR personnel cannot assume the Sovereign Duties of the CITY officials, therefore these services shall be in the form of guidance and consultation.

ATTACHMENT 2(A)
TO
AGREEMENT FOR DISASTER RECOVERY SERVICES

The following is a listing of costs for technical services and/or tasks to be provided by CONTRACTOR to CITY upon issuance to the CONTRACTOR of a Notice to Proceed. Costs denoted by an hourly dollar amount represent an hourly rate for personnel and/or equipment services. Costs denoted by a unit price denote the cost per Cubic Yard or cost per Ton to provide the appropriate services of debris removal.

1. **CONTRACTOR INVOICING**

The CONTRACTOR may invoice the CITY not more than once every fifteen (15) days. Fifteen (15) days after beginning work and/or providing services described in a Notice to Proceed, the CONTRACTOR shall submit the first payment request to the CITY. The payment request shall be filled out and signed by the CONTRACTOR covering the work performed during the period covered by the payment request and supported by such data as the CITY may reasonably require. The CITY shall, within five (5) working days of receiving such payment request, finalize review of documentation and make payment to CONTRACTOR. CONTRACTOR will be subject to audit by Federal, State and local agencies pursuant to this Contract.

The invoice must contain the following items as applicable to individual task orders:

2. **COSTS FOR SCOPE OF SERVICES ONE - DEBRIS REMOVAL**

- (a) Measurement and Payment for Gathering, Pick-up, Hauling and Processing of Debris from Public Property

The CONTRACTOR will not be compensated for disposing of any material not defined as eligible debris. The CONTRACTOR and CITY will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. 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 landfill or receiving facility and no payment will be allowed for that load, and the CONTRACTOR will not invoice the CITY for such loads. For each suitable load picked up, hauled and processed, a record of the cubic yards will be recorded by the CONTRACTOR and CITY on numbered tickets supplied by the CONTRACTOR. Copies of each load record will be available to the CONTRACTOR and the CITY'S designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating by day, the individual verified load receipt and invoice amounts. The CITY may temporarily remove any disputed amount line items in the bill from the

invoice for review. Disposal tickets disputed will be returned to the CONTRACTOR within five (5) working days of invoice date, for additional clarification prior to payment of those tickets. For debris removal and hauling, the CONTRACTOR shall receive payment for those prices listed in Attachment 2(B), Pricing Schedule. Disposal costs (Tipping Fees) shall be invoiced to the CITY by the CONTRACTOR based on the Lee County Landfill's actual current tipping fee, regardless of final disposal location, at the time of disposal.

This reference of cost does not preclude the CONTRACTOR from utilizing alternative disposal sites as agreed upon by both parties (See Attachment 1, Page 4, Debris Disposal, of this Agreement). The CONTRACTOR at no additional charge to the CITY shall accomplish TDSRS Site Reclamation, since the cost of this service is included in the cost listed above in this paragraph and Attachment 2(B).

(b) Measurement and Payment for Emergency Road Clearance, Demolition of Structures and Debris Removal from Private Property

Measurement of these services utilizing other than an hourly rate is difficult at best and would potentially lend itself to unnecessary disputes. Therefore, the CITY and the CONTRACTOR agree that the CONTRACTOR shall invoice the CITY utilizing the hourly rates listed in Attachment 2(B) to this Agreement. A not-to-exceed amount shall be placed upon any specific work performed at an hourly rate at time of issuance of a Notice to Proceed by the CITY to the CONTRACTOR as agreed upon by both parties.

The CITY and the CONTRACTOR shall have inspectors in the field with each work crew to monitor, record, and sign time sheets for the actual times worked for each piece of equipment and crew-member present at a particular work site. These signed records shall be the basis for the CONTRACTOR'S invoice to the CITY.

(c) Hazardous Stumps (Removal, Back-Fill, Haul to TDSRS)

The removal and hauling of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires a unique documentation and costing. Each stump will be measured by the CITY and CONTRACTOR inspector assigned, two (2) feet above normal ground level, to determine the diameter of the trunk. Once the diameter is established, the stump will be physically numbered by the best means available, photo documented by the CITY and recorded by the inspector on a specified record provided by the CONTRACTOR.

The CONTRACTOR shall invoice the CITY for hazardous stump removal and hauling to the TDSRS at the prices set forth in Attachment 2(B).

The CONTRACTOR shall invoice the CITY on a per cubic yard basis at the prices set forth in Attachment 2(B) for acquiring, hauling and placing clean back-fill material in holes left by hazardous stumps.

(d) Sand Screening

The CONTRACTOR shall invoice the CITY on a per cubic yard basis at the prices set forth in Attachment 2(B) for sand screened, to remove eligible debris deposited by an Event. This cost includes pick-up of debris laden sand, hauling to the processing screen located on the beach, processing the sand through the screen and returning clean sand to the beach as directed by the CITY. Debris removed from sand will be picked-up, hauled and processed utilizing the costs set forth for Debris Removal from Public Property on Attachment 2(B).

3. COSTS FOR SCOPE OF SERVICES TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE

All costs associated with this service are included in the costs listed above. There will be no additional cost for this service.

4. COSTS FOR MISCELLANEOUS SERVICE

In addition to the other services described in this Agreement, Attachment 2(B) also sets forth rates for various miscellaneous services and equipment.

5. COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

CONTRACTOR will assist the CITY in preparing its comprehensive Emergency Management Plan for \$150.00 per hour.

Attachment 2 (B)
Agreement for Disaster Recovery Services
Pricing Schedule

Debris Removal, Processing and Disposal

| ITEM | DESCRIPTION OF SERVICES | COST | UNIT |
|---|---|----------|-----------------|
| 1 | Mobilization and Demobilization (Lump Sum) | \$ 0.00 | Lump Sum |
| 2 | Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) | \$ 7.90 | CY |
| 3 | Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site (NOTE 1 & 2) | \$ 3.90 | CY |
| 4 | Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site (NOTE 1 & 2) | \$ 9.00 | CY |
| 5 | Management of TDSRS | \$ 1.30 | CY |
| 6 | Processing (Grinding/Chipping) of Debris at TDSRS or Final Disposal Site | \$ 2.10 | CY |
| 7 | Processing (Burning) of Debris at TDSRS or Final Disposal Site | \$ 1.70 | CY |
| 8 | Pick Up and Disposal of Hazardous Material | \$300.00 | Per 55 gal drum |
| 9 | Freon Management and Recycling | \$40.00 | Unit |
| 10 | Dead Animal Collection, Transportation and Disposal | \$ 1.09 | LB |
| 11 | Sand Screening (NOTE 4) | \$ 8.70 | CY |
| Hazardous Stump Removal & Hauling to Disposal Site | | | |
| 12 | 6 inch diameter to 11.99 inch diameter | \$ 0.00 | STUMP |
| 13 | 12 inch diameter to 23.99 inch diameter | \$200.00 | STUMP |
| 14 | 24 inch diameter to 47.99 inch diameter | \$400.00 | STUMP |
| 15 | 48 inch diameter and greater | \$500.00 | STUMP |

NOTES:

1. Tipping fee at final disposal site(s) will be the responsibility of the City.
2. This price is for a maximum haul distance of 20 miles. For all mileage in excess of 30 miles, add \$0.09 per cubic yard per mile.
3. For a multi-year contract, the prices shown above would adjust on the anniversary date of the contract according to a percentage equal to the percent change in the Consumer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics.
4. Price based on incoming truck cubic yards.

Attachment 2 (B)
Agreement for Disaster Recovery Services
Pricing Schedule

Equipment Rates

| Equipment Description | Unit | COST |
|---|-------------|-------------|
| JD 544 Wheel Loader with debris grapple | Hour | \$123.60 |
| JD 644 Wheel Loader with debris grapple | Hour | \$133.90 |
| Extendaboom Forklift with debris grapple | Hour | \$97.85 |
| 753 Bobcat Skid Steer Loader with debris grapple | Hour | \$61.80 |
| 753 Bobcat Skid Steer Loader with bucket | Hour | \$51.50 |
| 753 Bobcat Skid Steer Loader with street sweeper | Hour | \$61.80 |
| 30-50 HP Farm Tractor with box blade or rake | Hour | \$46.35 |
| 2-2 ½ cu.yd. Articulated Loader with bucket | Hour | \$103.00 |
| 3-4 cu.yd. Articulated Loader with bucket | Hour | \$123.60 |
| JD 648E Logg Skidder, or equivalent | Hour | \$123.60 |
| CAT D4 Dozer | Hour | \$72.10 |
| CAT D6 Dozer | Hour | \$128.75 |
| CAT D8 Dozer | Hour | \$175.10 |
| CAT 125 – 140 HP Motor Grader | Hour | \$97.85 |
| JD 690 Trackhoe with debris grapple | Hour | \$123.60 |
| JD 690 Trackhoe with bucket & thumb | Hour | \$108.15 |
| JD 310 Rubber Tire Backhoe with bucket & hoe | Hour | \$66.95 |
| Rubber Tired Excavator with debris grapple | Hour | \$128.75 |
| 210 Prentiss Knuckleboom with debris grapple | Hour | \$139.05 |
| Self-Loader Scraper CAT 623 or equivalent | Hour | \$200.85 |
| Hand Fed Debris chipper | Hour | \$35.02 |
| 300-400 Tub Grinder | Hour | \$360.50 |
| 800-1,000 HP Diamond Z Tub Grinder | Hour | \$535.60 |
| 30 Ton Crane | Hour | \$164.80 |
| 50 Ton Crane | Hour | \$175.10 |
| 100 Ton Crane (8 hour minimum) | Hour | \$257.50 |
| 40-60' Bucket truck | Hour | \$139.05 |
| Service Truck | Hour | \$61.80 |
| Water Truck | Hour | \$61.80 |
| Portable Light Plant | Hour | \$19.57 |
| Equipment Transports | Hour | \$92.70 |
| Pickup Truck, unmanned | Hour | \$14.42 |
| Self-Loading Dump Truck with knuckleboom and debris grapple | Hour | \$135.96 |
| Single Axel Dump Truck, 5-12 CY | Hour | \$46.35 |
| Tandum Dump Truck, 16-20 CY | Hour | \$64.89 |
| Trailer Dump Truck, 24-40 CY | Hour | \$74.16 |
| Trailer Dump Truck, 41-60 CY | Hour | \$92.70 |
| Trailer Dump Truck, 61-80 CY | Hour | \$113.30 |
| Power Screen | Hour | \$164.80 |
| Stacking Conveyor | Hour | \$36.05 |
| Off Road Trucks | Hour | \$154.50 |

Attachment 2 (B)
Agreement for Disaster Recovery Services
Pricing Schedule

Labor and Materials Rates

| Personnel Description | Unit | Unit Price |
|--|------|------------|
| Operations Manager | Hour | \$61.80 |
| Superintendent with truck | Hour | \$55.62 |
| Foreman with truck, phone & radio | Hour | \$49.44 |
| Safety/Quality Control Inspector with vehicle, phone & radio | Hour | \$51.50 |
| Inspector with vehicle, phone & radio | Hour | \$32.96 |
| Climber with gear | Hour | \$92.70 |
| Saw hand with chainsaw | Hour | \$32.96 |
| Laborers & flagmen | Hour | \$28.84 |
| Timekeeper | Hour | \$36.05 |
| HazMat Professional | Hour | \$185.40 |
| Household HazMat Inspection & Removal Crew | Hour | \$113.30 |
| Community Assistance/ Hot Line Operators | Hour | \$36.05 |

| Material Description | Unit | Unit Price |
|---------------------------|------|------------|
| Fill Dirt for Stump Holes | CY | \$10.30 |

Power Generators

The following will be billed at our cost plus 15%.

Aggreko, Inc.

Generator Rentals

| Equipment | Weekly | Monthly |
|-----------------|------------|------------|
| 15kW Generator | \$350.20 | \$1,313.25 |
| 30kW Generator | \$406.85 | \$1,539.85 |
| 50kW Generator | \$489.25 | \$1,848.85 |
| 100kW Generator | \$695.25 | \$2,672.85 |
| 125kW Generator | \$808.55 | \$3,084.85 |
| 175kW Generator | \$1,024.85 | \$3,908.85 |
| 300kW Generator | \$1,493.50 | \$5,556.85 |
| 500kW Generator | \$2,317.50 | \$8,646.85 |

The above generator prices are for between 0 and 15hrs. of operation. For 15hrs. and above the price doubles. 1.5% environmental fee is applied to all rentals for proper disposal of fluids and filters. 10% loss and damage waiver fee is applied unless a Certificate of Insurance in supplied covering rental equipment.

Freight: Round Trip Freight = Cost + 20%

Attachment 2 (B)
Agreement for Disaster Recovery Services
Pricing Schedule

Garner Environmental
Disaster Response
Rate Schedule

| GENERATORS | Rate | Unit |
|-------------------|-------------|-------------|
| 10 KW Generator | \$473.80 | WK |
| 15 KW Generator | \$569.08 | WK |
| 20 KW Generator | \$978.50 | WK |
| 25 KW Generator | \$978.50 | WK |
| 30 KW Generator | \$978.50 | WK |
| 35 KW Generator | \$1,093.09 | WK |
| 40 KW Generator | \$1,133.00 | WK |
| 45 KW Generator | \$1,184.50 | WK |
| 50 KW Generator | \$1,297.80 | WK |
| 60 KW Generator | \$1,339.00 | WK |
| 70 KW Generator | \$1,390.50 | WK |
| 75 KW Generator | \$1,442.00 | WK |
| 80 KW Generator | \$1,493.50 | WK |
| 90 KW Generator | \$1,545.00 | WK |
| 100 KW Generator | \$1,648.00 | WK |
| 110 KW Generator | \$1,699.50 | WK |
| 125 KW Generator | \$1,957.00 | WK |
| 150 KW Generator | \$2,163.00 | WK |
| 175 KW Generator | \$2,420.50 | WK |
| 180 KW Generator | \$2,575.00 | WK |
| 200 KW Generator | \$2,832.50 | WK |
| 250 KW Generator | \$3,193.00 | WK |
| 300 KW Generator | \$3,605.00 | WK |
| 350 KW Generator | \$3,811.00 | WK |
| 400 KW Generator | \$4,120.00 | WK |
| 450 KW Generator | \$4,377.50 | WK |
| 500 KW Generator | \$4,712.25 | WK |
| 675 KW Generator | \$6,180.00 | WK |
| 750 KW Generator | \$5,922.50 | WK |
| 800 KW Generator | \$7,467.50 | WK |
| 1000 KW Generator | \$7,982.50 | WK |
| 1250 KW Generator | \$8,471.75 | WK |
| 1400 KW Generator | \$9,270.00 | WK |
| 1500 KW Generator | \$10,846.62 | WK |
| 1750 KW Generator | \$12,901.57 | WK |

Garner Environmental Confidential

Attachment 2 (B)
Agreement for Disaster Recovery Services
Pricing Schedule

Temporary Housing

The following will be invoiced at our cost plus 15%:

1. North American Catastrophe Services, Melbourne, FL will be our primary sub-contractor for portable housing. Depending on the scope of the disaster, NACS will provide temporary housing for up to 1,000 men.

| Portable Housing | Per Day | Per Month |
|---|----------|------------|
| 8' x 40' 15-Man Sleeper | \$108.15 | \$2,106.35 |
| 8' x 40' Commercial Galley | \$108.15 | \$3,156.95 |
| 8' x 40' Diner | \$72.10 | \$2,163.00 |
| 8' x 40' Recreation Room | \$72.10 | \$1,941.55 |
| 8' x 40' Changing Room | \$72.10 | \$2,163.00 |
| 8' x 40' Refrigerator Unit | \$154.50 | \$4,650.45 |
| 8' x 40' Conference Room | \$72.10 | \$1,941.55 |
| 8' x 40' Convenience Store/Postal Distribution Center | \$108.15 | \$2,163.00 |
| 8' x 40' Laundry | \$123.60 | \$3,156.95 |
| 8' x 40' Office | N/A | \$1,287.50 |

| Support Equipment | Per Day | Per Month |
|---|----------|-------------|
| 10,000 Gallon Portable Water Tank | \$113.30 | \$3,321.75 |
| 3,000 Gallon Sewage Treatment Tank | \$113.30 | \$3,321.75 |
| 500 kw Generator with Fuel Tank | \$401.70 | \$12,061.30 |
| 1,300 amp Distribution Rack | \$25.75 | \$834.30 |
| 300kva Transformer | \$66.95 | \$2,029.10 |
| Dual Water Distribution Set | \$25.75 | \$834.30 |
| Mercury Vapor Light Stand | \$16.48 | \$499.55 |
| 8' Wide Storage Deck | \$13.39 | \$391.40 |
| 10' Wide Storage Deck | \$16.48 | \$499.55 |
| Complete Set of Linen | \$1.13 | \$113.30 |
| Portable Satellite System (\$1.40 per minute air time charge) | N/A | \$566.50 |
| 120' x 60' Commercial Size Tent | N/A | \$8,652.00 |
| Chair | N/A | \$2.58 |
| Table | N/A | \$25.75 |

| Food Services | Unit Price |
|--|------------|
| Catering – Hot Meals (per man per day) | \$21.63 |
| Meals Ready to Eat (MRE) (per man per day) | \$18.54 |

Attachment 2 (B)
Agreement for Disaster Recovery Services
Pricing Schedule

2. General Marine Leasing, Belle Chasse, LA will be our secondary portable housing sub-contractor.

| Building Type | GML Monthly Rates |
|--|--------------------------|
| 10 Foot Wide Units | |
| 10x20 Galley/ Diner | \$2,317.50 |
| 10x20 Bunkhouse | \$1,493.50 |
| 10x20 Office | \$1,390.50 |
| 10x32 Galley with all commercial equipment | \$3,965.50 |
| 10x32 Diner | \$1,905.50 |
| 10x32 Laundry w/ 4 Washers, 6 Dryers & Storage | \$2,729.50 |
| 10x32 Recreation Room | \$1,905.50 |
| 10x32 10-Man Bunkhouse | \$1,905.50 |
| 10x40 Galley/Diner w/ all commercial equipment | \$4,068.50 |
| 10x40 Recreation Room | \$2,008.50 |
| 10x40 12-Man Bunkhouse | \$2,008.50 |
| 12 Foot Wide Units | |
| 12x12 Wash Room | \$1,236.00 |
| 12x12 Office | \$1,699.50 |
| 12x18 Office | \$1,545.00 |
| 12x18 Laundry | \$1,390.50 |
| 12x24 Sleeper | \$2,317.50 |
| 12x24 Office | \$2,317.50 |
| 12x24 Galley | \$2,935.50 |
| 12x24 Recreation Room | \$2,317.50 |
| 12x32 Galley | \$3,090.00 |
| 12x33 Sleeper | \$3,090.00 |
| 12x33 Office | \$3,090.00 |
| 12x33 Galley | \$3,970.65 |
| 12x33 Diner | \$2,626.50 |
| 16 Foot Wide Unit | |
| 16x40 20-Man Bunkhouse | \$3,665.77 |
| 16x40 Classroom | \$3,965.50 |
| 16x40 Galley/Diner | \$4,995.50 |

General Marine Leasing

**Emergency Response Price List –
Portable Buildings**

| Building Type | GML Monthly Rates |
|---|--------------------------|
| 8 Foot Wide Units | |
| 8x20 Galley | \$2,008.50 |
| 8x20 Storage | \$180.25 |
| 8x20 Bunkhouse w/o Bath | \$1,287.50 |
| 8x20 Bunkhouse | \$1,596.50 |
| 8x40 Galley/Diner w/ all commercial equipment | \$3,347.50 |
| 8x40 Diner | \$1,596.50 |
| 8x40 Bunkhouse | \$1,596.50 |
| 8x40 Office | \$1,596.50 |
| 8x40 Laundry w/ 4 Washers, 6 Dryers & Storage | \$2,626.50 |
| 8x40 Storage | \$231.75 |
| 8x40 Bathroom facility | \$2,523.50 |
| 8x8 Office | \$772.50 |
| 8x8 Log Unit | \$1,596.50 |
| 8x8 to 8x10 Grocery Box | \$978.50 |
| 8x10 Medical Treatment Center | \$309.00 |
| 8x10 Laundry with 2 washers and 3 Dryers | \$1,596.50 |
| 8x10 Mud Lab | \$1,287.50 |
| 8x10 Office | \$1,596.50 |
| 8x20 Office | \$875.50 |
| 8x20 Bunkhouse w/ Bathroom | \$1,287.50 |
| 8x20 Lounge | \$1,287.50 |
| 8x20 Mud Lab | \$1,287.50 |
| 8x20 Medical | \$1,905.50 |
| United States Coast Guard Buildings | |
| 12x25 Galley | \$4,017.00 |
| 12x25 Office | \$4,017.00 |
| 12x25 Sleeper | \$4,017.00 |
| 9x42 8-Man Bunkhouse | \$3,965.50 |
| 9x42 4-Man Bunkhouse/Laundry | \$3,759.50 |
| 10x30 4-Man Bunkhouse/Office | \$3,965.50 |
| 10x30 8-Man Bunkhouse | \$3,965.50 |
| 10x32 8-Man Bunkhouse | \$3,965.50 |
| 10x24 6-Man Bunkhouse | \$3,347.50 |
| 10x24 4-Man Bunkhouse | \$3,347.50 |

All Prices are subject to change without notice.
All prices are subject to availability.

Attachment 2 (B)
Agreement for Disaster Recovery Services
Pricing Schedule

Miscellaneous Support Equipment & Services

The following will be invoiced at our cost plus 15%:

General Marine Leasing
Support Equipment & Services

| Description | GML List Rates | Unit |
|--|----------------|-----------------|
| Life Jacket with Lights and Whistles | \$5.15 | Per month each |
| Gas Detection System | \$16.48 | Per day each |
| Cage Ladder | \$154.50 | Per month each |
| Platforms | \$257.50 | Per month each |
| Stairways | \$283.25 | Per month each |
| Television | \$59.74 | Per month each |
| Video Cassette Recorder | \$51.50 | Per month each |
| Ice Machine | \$360.50 | Per month each |
| Commercial Double Door Freezer | \$360.50 | Per month each |
| Commercial Double Door Refrigerator | \$360.50 | Per month each |
| Microwave | \$25.75 | Per month each |
| Food Grinder | \$25.75 | Per day each |
| 5-Gallon Water Bottle Dispenser | \$1.55 | Per day each |
| 100' Power Cord | \$3.86 | Per day each |
| Water Hose | \$2.32 | Per day each |
| Offshore Personnel Basket | \$154.50 | Per month each |
| Supply Basket | \$103.00 | Per month each |
| Complete Set of Linens, Pillows, Towels | \$0.52 | Per day per man |
| Light Stand – 400 Watt, Class 1, Div. 2 (2 Fixtures) | \$12.36 | Per day each |
| Light Stand Attached to Building – 400 Watt, Class 1, Div. 2 | \$6.18 | Per day each |
| Milk Dispenser | \$128.75 | Per month each |
| 2,000 Gallon Portable Water Tank (Fully Skidded) | \$23.18 | Per day each |
| 4,000 Gallon Portable Water Tank (Fully Skidded) | \$25.75 | Per day each |
| Dual Pressure Set | \$25.75 | Per day each |
| USCG Approved Marine Sewage Disposal Unit (575 Gallon) | \$51.50 | Per day each |
| USCG Approved Marine Sewage Disposal Unit (1,125 Gal) | \$61.80 | Per day each |
| USCG Approved Marine Sewage Disposal Unit (1,546 Gal) | \$66.95 | Per day each |
| USCG Approved Marine Sewage Disposal Unit (2,000 Gal) | \$77.25 | Per day each |
| USCG Approved Marine Sewage Disposal Unit (3,000 Gal) | \$103.00 | Per day each |
| Sewage Lift Pump | \$25.75 | Per day each |
| Sewage Macerator | \$10.30 | Per day each |
| Trash Compactor – Model 5000 (various sizes available) | \$55.62 | Per day each |
| 12 Man Life Raft with Launcher | \$15.45 | Per day each |
| Satellite System | \$16.48 | Per day each |
| Certified Slings | \$6.18 | Per day each |
| Residential Refrigerator/Freezer | \$128.75 | Per month each |
| Washer/Dryer Combination | \$360.50 | Per month each |
| Heliport – 40' x40' | \$463.50 | Per day each |

| | | |
|---------------------------|------------------------------|----------------|
| Power Distribution Panels | Price According to Camp Size | |
| Storage Decks | | |
| 10' Wide | \$463.50 | Per month each |
| 8' Wide | \$360.50 | Per month each |

Attachment 2 (B)
Agreement for Disaster Recovery Services
Pricing Schedule

| Catering | Pricing | Unit |
|---|----------------|-----------------|
| Cook – Based on 12 Hour days | \$245.14 | Per day |
| Overtime rate in excess of 12 hours per day | \$24.29 | Per hour |
| Utility Hand – Based on 12 hour days | \$159.65 | Per day |
| Overtime rate in excess of 12 hours per day | \$15.81 | Per day |
| Pots, Pans, Utensils | \$36.05 | Per day |
| Linens | \$1.03 | Per day per set |
| Groceries | Cost plus 15% | |

Water and Ice

Crystal Springs Water Company, a member of the Suntory Water Group, the third largest water company in the U.S., has agreed to provide bottled and/or bulk drinking water at competitive prices prevailing at the time of the disaster. These services will be invoiced at our cost plus 15%.

Buck Ice Co., Columbus, GA, has agreed to provide trailer loads of ice at competitive prices prevailing at the time of the disaster. These services will be invoiced at our cost plus 15%.

NOTICE TO PROCEED

TO:

FROM: City of Sanibel

Consistent with the Agreement for Disaster Recovery Services executed by the
aforementioned parties on _____, the City hereby executes
a Notice to Proceed to _____ for

_____.

The City's representative for coordinating with

_____ is Scott Krawczuk, Acting Director of Public
Works.

AUTHORIZATION:

Judith A. Zimomra
City Manager

Date

AGREEMENT FOR DISASTER RECOVERY SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, by and between the **CITY OF SANIBEL**, a municipal corporation located in Lee County, Florida (hereinafter referred to as "CITY"), and **ASHBRITT, INC.** (hereinafter referred to as "**CONTRACTOR**"). (CITY and CONTRACTOR may be referred to hereinafter individually as "party" and collectively as "parties").

WITNESSETH:

WHEREAS, CITY lies on the West coast of the State of Florida and, as such, may experience massive destruction wrought by the impact of a hurricane landfall, violent storms spawning tornados, as well as any other natural and/or manmade disaster (hereinafter referred to as "Events"); and

WHEREAS, it is necessary and in the best interests of the citizens of the CITY to contract for debris removal and disaster recovery technical assistance to appointed and elected officials within the CITY, on an as-needed and as-directed basis to respond to such Events; and

WHEREAS, this Agreement is intended to meet, in all respects, the debris removal eligibility criteria for disaster recovery services that applicants must meet in order to receive assistance under the FEMA Public Assistance Program and shall be construed to meet such eligibility criteria and to be in compliance with all federal, state and local requirements for such contracts;

NOW, THEREFORE, CONTRACTOR for and in consideration of the sum of Ten Dollars and no/100 (\$10.00), acknowledged to have been paid, and the covenants set forth below, and for other good and valuable considerations acknowledged by the parties to be sufficient, said parties hereto agree as to the following:

1. **RECITALS INCORPORATED**

The above recitals are acknowledged by the parties to be true and correct and are hereby incorporated as part of this Agreement as if fully set forth below.

2. **SCOPE OF SERVICES ONE - DEBRIS REMOVAL**

It is the intent of this Agreement for the CONTRACTOR to remove as quickly as possible all hazards to life and property resulting from an Event in the CITY. Clean up, demolition and removal will be limited to (1) that which is determined to eliminate immediate threats to life, public health, and safety, (2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property, and (3) that which is considered essential to ensure economic recovery of the CITY to the benefit of the community-at-large. The Services shall consist of clean up, demolition, removal, reduction and disposal of debris as directed by the City Manager, or designee, of the CITY.

Specifically the Scope of Services (hereinafter also referred to as “Services”) will include the items listed in Attachment 1 and such Services and equipment shall be priced as set forth in Attachments 2(A) and 2(B) of this Agreement under the corresponding heading, both Attachments incorporated as part of this Agreement and made an integral part hereof.

3. SCOPE OF SERVICES TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

It is the further intent of this Agreement for the CONTRACTOR to provide disaster recovery technical assistance to appointed and elected officials within the CITY. This Service shall include Program Management Assistance. Specifically the Scope of Services will include the items listed in Attachment 1 and such Services and items shall be priced as set forth in Attachments 2(A) and 2(B) of this Agreement under the corresponding heading.

4. ACKNOWLEDGEMENT BY CONTRACTOR THAT CITY IS CONTRACTING WITH TWO QUALIFIED FIRMS

CONTRACTOR acknowledges that CITY selected two (2) qualified bidders for disaster recovery services and CITY will enter into both this Agreement for Disaster Recovery Services with CONTRACTOR and a separate Agreement for Disaster Recovery Services with the other qualified bidder. CONTRACTOR understands, acknowledges and agrees that it is CITY’S intent to provide a Notice to Proceed to either CONTRACTOR, (i.e., AshBritt) or the other qualified bidder under a separate Agreement for Disaster Recovery Services, or to both CONTRACTOR and such other disaster recovery services contractor/provider at the same time, depending upon the extent and damage caused by an Event. Such decision to use one or both recovery services providers shall be at the sole discretion of the CITY. CONTRACTOR agrees that it will at all times be staffed, prepared, and when necessary, mobilize, respond and provide disaster recovery services to CITY upon issuance of the CITY’S Notice to Proceed to CONTRACTOR, as if it were the CITY’S only disaster recovery services CONTRACTOR. CONTRACTOR agrees that at no time shall the CITY’S contract with another disaster recovery services contractor/provider affect the CONTRACTOR’S timing, speed or quality of response in the event that CONTRACTOR is directed by CITY through a Notice to Proceed to respond during or immediately after an Event.

5. SERVICES AND FACILITIES

It is understood that, except as otherwise specifically stated in this Agreement and Attachments to this Agreement, the CONTRACTOR shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Notice to Proceed as agreed upon by both parties.

6. PERMITS AND REGULATIONS

Permits and licenses of a temporary nature necessary for the prosecution of the Services as requested or required by this Agreement shall be secured and paid for by the CONTRACTOR unless otherwise stated in this Agreement.

7. DISPOSAL AT APPROVED SITES

CONTRACTOR agrees that all debris must be disposed of only at an EPA or other federally approved disposal site. CONTRACTOR accepts responsibility and shall be solely liable for the deposit or disposal of any debris at any site other than an EPA approved or other federally approved disposal site.

8. SUPERVISION BY CONTRACTOR

The CONTRACTOR will supervise and direct all Services provided pursuant to this Agreement. The CONTRACTOR is solely responsible for the means, methods, techniques, sequences, safety program and procedure(s) for all Services. The CONTRACTOR will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor by the CITY'S Authorized Representative shall be as binding as if given to the CONTRACTOR.

The name(s) of the supervisor(s) will be supplied to the CITY for each issuance of a Notice to Proceed through an attachment to this Agreement in the form of a Memorandum for the Record.

CONTRACTOR shall provide a safe working environment for all employees, subcontractors or other entities under control or direction of CONTRACTOR, which shall include the requirement of properly and safely constructed monitoring towers, where applicable.

9. HURRICANE PRE-LANDFALL PREPAREDNESS

In the event that the CITY is located within the predicted cone of uncertainty of a Category 2 or above hurricane, or predicted to be a Category 2 or above hurricane at landfall, CONTRACTOR shall, upon notification from the City Manager or designee, have a qualified supervisor with decision making authority located in Lee County, Florida at the time of the hurricane landfall or as immediately thereafter as possible. The purpose of this provision is to have CONTRACTOR'S authorized representative and supervisor present immediately for commencement of all activities necessary for CONTRACTOR'S disaster recovery services pursuant to this Agreement.

10. CHANGES IN SERVICES

The CITY may at any time, as the need arises, order changes within the Scope of Services without invalidating this Agreement. All changes affecting the project's costs or modifications of the terms or conditions of the Agreement shall be authorized by means of an official written Contract Change Order that is mutually agreed upon and signed by the CITY and the CONTRACTOR. All changes must be recorded on a written Contract Change Order before CONTRACTOR may proceed with the changes to the Services provided. Such change in Services may also include CONTRACTOR'S prompt replacement or substitution of any supervisor assigned by CONTRACTOR that CITY finds to be unresponsive or otherwise unacceptable for CITY'S purposes.

11. TERM OF AGREEMENT

The term of this Agreement shall be from June 5, 2012 through December 4, 2015.

12. RENEWAL OF AGREEMENT

This Agreement may be renewed for two additional one-year extensions after concurrence of both parties on any negotiated changes to the terms and specifications contained in this Agreement. Attachment 2 of this Agreement may be reviewed on an annual basis at which time, amended unit costs may be submitted by CONTRACTOR to CITY to reflect the current disaster recovery average market value of Services listed in Attachment 1 and priced in Attachment 2 of this Agreement, proof of such market value to be established in writing by CONTRACTOR to CITY'S satisfaction. Such amendments shall become part of this Agreement after a concurrence and signature of both parties.

13. TERMINATION

Either party upon 365 days written notice to the other party may terminate this Agreement, with or without cause.

14. INSURANCE AND BONDS; CERTIFICATES OF INSURANCE

- (a) CONTRACTOR shall name the CITY as additional insured on CONTRACTOR'S insurance policies. CONTRACTOR shall be required to maintain the following limits:

Worker's Compensation - Statutory Limits of the State of Florida;
General Liability - One Million Dollars (\$1,000,000) any single occurrence
Additional Liability Umbrella - Five Million Dollars (\$5,000,000)

(b) CONTRACTOR shall provide CITY a Certificate of Insurance evidencing such coverage prior to the commencement of each hurricane season. Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. New Certificates of Insurance are to be provided to the CITY at least fifteen (15) days prior to coverage renewals. Receipt of Certificates or other documentation of insurance or policies or copies of policies by the CITY or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

At the CITY'S option the CONTRACTOR will furnish a performance and payment bond for any and/or all Notices to Proceed. The cost of said bond premium will not be an additional cost to the CITY.

15. PENALTY FOR NON PERFORMANCE

In addition to any bond payment/forfeiture, the CONTRACTOR will be penalized \$100,000 per day for failure to be mobilized to the CITY within 24 hours of the issuance of the Notice to Proceed with sufficient equipment, manpower, and other required resources to perform the Services pursuant to this Agreement.

16. WARRANTY OF TITLE AND WAIVER OF LIEN

The CONTRACTOR shall not at any time suffer or permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise by any person or persons whomsoever to remain on file with the CITY against any money due or to become due for any work done or materials furnished under this Agreement or by any reason or claim or demand against CONTRACTOR. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Agreement.

17. SUBCONTRACTING

- (a) The CONTRACTOR shall be fully responsible to CITY for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons employed by it. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the services and give the CONTRACTOR the same powers regarding terminating any subcontract that the CITY may exercise over the CONTRACTOR under any provisions of this Agreement.
- (b) Nothing contained in this Agreement shall create any additional relationship between any subcontractor and the CITY. The CONTRACTOR shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the CITY upon issuance of a Notice to Proceed (or as soon as reasonably possible thereafter) pursuant to this Agreement and updated by the

CONTRACTOR to the CITY on a bi-weekly basis during CONTRACTOR'S Services. The CONTRACTOR shall not use a subcontractor or material supplier whom the CITY has a reasonable objection to, and shall make all reasonable attempts to subcontract with local firms currently doing business within the CITY and/or Lee County, Florida.

18. 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 and shall make good faith efforts to assist CITY in complying with the requirements of such Agreements, including but not limited to requirements for Federal and State reimbursements.

19. CITY OBLIGATIONS

The CITY shall furnish all information and documents necessary for the commencement of services, to include a valid written Notice to Proceed. CONTRACTOR shall provide CITY with CONTRACTOR'S emergency e-mail and fax numbers upon execution of this Agreement to assure CITY'S ability to forward a Notice to Proceed under emergency circumstances. The CITY'S Public Works Director, Gates Castle, is hereby designated by the CITY to be the primary contact person for inspecting the work and answering any on-site questions prior to and after CITY'S issuance of a Notice to Proceed. In the absence of the Public Works Director, CITY will authorize a designee in writing.

20. ENTIRE AGREEMENT

- (a) This Agreement and the Attachments incorporated herein contain the entire Agreement of the parties, and there are no other binding promises or conditions between the parties in any other agreement whether oral or written.
- (b) In the event of any conflict between the provisions of this Agreement document and any attachment hereto incorporated as part of the Agreement, the provisions of this Agreement document shall prevail.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Contract effective the date first written above.

WITNESS:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

**CONTRACTOR:
ASHBRITT, INC.**

BY: _____
John Noble, Chief Operating Officer
Address: 565 East Hillsboro Blvd.
Deerfield Beach, FL 33441

CORPORATE SECRETARY ATTEST:

Signature

Printed Name

ATTEST:

Pamela Smith, City Clerk

CITY OF SANIBEL:

By: _____
Judith A. Zimomra, City Manager

APPROVED AS TO FORM:

Kenneth B. Cuyler, City Attorney _____
Date

ATTACHMENT 1
TO
AGREEMENT FOR DISASTER RECOVERY SERVICES

The following is a listing of services and/or tasks to be provided by CONTRACTOR to CITY upon receipt by CONTRACTOR of a Notice to Proceed:

1. **SCOPE OF SERVICES ONE - DEBRIS REMOVAL**

(a) Emergency Road Clearance

The CONTRACTOR shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the CITY. This operational aspect of the Scope of Services shall be for the first 100 (plus or minus) hours after an event for all roads and 24 hours for roadways which are part of the Federal Highway system. Once this task is accomplished, the following tasks will begin as required.

(b) Debris Removal from Public Property (Rights-of-Way, Publicly Owned Properties - Pick-up and Haul)

As identified by and directed by the CITY, the CONTRACTOR shall accomplish the demolition, pick-up and hauling of all eligible debris to the designated Temporary Debris Staging and Reduction Sites (TDSRS's) from public property and rights-of-way, and shall maintain debris work sites to required and appropriate use standards, safety standards, and regulatory requirements.

(c) Debris Removal from Private Property (Right-of-Entry Program - Pick-up and Haul)

Should an imminent threat to life, safety and health to the general public be present on private property, the CONTRACTOR (as identified by and directed by the CITY), will accomplish the pick-up and hauling of debris to the TDSRS's from private property. Upon receipt of the completed right of entry form and hold harmless agreement from private property owners, and execution of the non-duplication of benefits agreement from the CITY, the CONTRACTOR shall also demolish those residences and personal property, as identified by the CITY. The CONTRACTOR will place all debris collected through this process in the right-of-way, where the above Scope of Services (Debris Removal from Public Property) shall commence. The CITY has determined that it is in the best interest of the health and safety of its citizens to provide this service when CITY so directs. Attached to this Agreement are copies of the forms to be executed by the individual property owners. The CONTRACTOR shall maintain debris work sites to required and appropriate use standards, safety standards, and regulatory requirements.

(d) Hazardous Stumps (Removal, Back-fill, Haul)

As identified and directed by the CITY, the CONTRACTOR shall remove all hazardous stumps, and haul each stump to a TDSRS. Each stump shall be inspected by the CITY and CONTRACTOR and documented as to the appropriate category of size and invoicing (see Attachment 2 for size categories and prices). The CONTRACTOR shall back-fill each stump hole with compatible material as determined by the CITY and CONTRACTOR.

(e) Temporary Debris Staging and Reduction Sites (TDSRS)

The CONTRACTOR will prepare and maintain TDSRS's to accept and process all storm debris; maintain in a safe condition the TDSRS's approach and interior road for the entire period of debris hauling; any roads that require stone for stabilization for ingress and egress, will be furnished by CONTRACTOR; build and maintain in a safe manner a roofed inspection tower sufficient for a minimum of three (3) inspectors; the inspection of every load in and out which shall be further defined in the documentation section below; process all debris in accordance with all local, state and federal rules, standards, and regulations; Processing may include, but is not limited to, reduction by tub grinding and/or incineration when approved by CITY, transporting and final disposal at an approved location agreed to by both parties. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods and hazardous wastes; all reduced debris as well as non-reducible debris will be disposed of at a location(s) agreed to by both parties.

(f) TDSRS Site Reclamation

TDSRS Site Reclamation shall be accomplished in accordance with all Federal, State and Local laws, standards and regulations; TDSRS Site Reclamation shall be accomplished in accordance with the CONTRACTOR'S Debris Removal Operations Plan and Environmental Protection Plan.

(g) Disaster Event Generated Hazardous Wastes Abatement

CONTRACTOR shall abate all hazardous waste identified by the CITY in accordance with all applicable Federal, State and Local laws, standards and regulations to include, but not be limited to, 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199. Hazardous waste abatement shall be accomplished in accordance with the CONTRACTOR'S Debris Removal Operations Plan and Environmental Protection Plan. Unless otherwise set forth in Attachments 2(A) and 2(B) in an applicable manner, prices for this Service will be negotiated at time of Event dependent upon types of materials, quantities and hazards present. After such negotiation, prices shall be attached to this Agreement in the form of a Memorandum of Record.

(h) Sand Screening

The CONTRACTOR shall screen all sand, as directed by the CITY, to remove all eligible debris deposited by an Event. This task includes the pick-up of debris laden sand, hauling debris laden sand to the processing screen located on the beach, processing the debris laden sand through the screen and returning clean sand to the approximate original location on the beach as directed by the CITY. Debris removed from sand will be picked up, hauled and processed utilizing the Scope of Services described above for Debris Removal from Public Property.

(i) Documentation and Inspections

All storm debris shall be subject to inspection by the CITY or any Public Authority in accordance with generally accepted standards to insure compliance with the contract and applicable local, State and Federal laws. The CONTRACTOR will, at all times, provide the CITY access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work and materials. The CONTRACTOR and the CITY will have in place at the TDSRS's, personnel to verify the contents and cubic yards of the vehicles entering the TDSRS's. Records will be maintained of every vehicle entering the TDSRS, its cubic yardage and verification of the vehicle leaving the TDSRS to ensure that it is, in fact, empty. The CONTRACTOR and the CITY will monitor the material to determine that it, in fact, consist of eligible debris. The CONTRACTOR and the CITY will have in place, at the pick up site, personnel to verify the contents, location, date and time of the vehicles departing for the TDSRS. Prior to use, the CONTRACTOR and the CITY will establish and record the certified cubic yard capacity of each haul truck and will inspect each haul truck. The CONTRACTOR will include and provide disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement, if applicable.

The CONTRACTOR will assist the CITY in preparation of Federal (FEMA) and State reports for any potential reimbursement through the training of CITY employees and the review of documentation prior to submittal. The CONTRACTOR will work closely with the Florida Division of Emergency Management, FEMA and other applicable State and Federal Agencies to insure that eligible debris collection and date documenting same appropriately addresses concerns of the likely reimbursement agencies.

(j) Priority of Work Areas

The CITY will establish the priority of work and shall approve the work area, in advance, where the CONTRACTOR will be allowed to work. Daily and/or weekly scheduled meetings (as determined necessary by CITY) will be held between CITY and CONTRACTOR to determine approved work areas and work to be performed. The CONTRACTOR shall remove all eligible debris and leave the site from which the eligible debris was removed in a clean and neat condition, with the understanding that there will be certain debris that is not picked up by

equipment, machinery and general laborers used by the CONTRACTOR. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the CITY.

(k) Working Hours

All activity associated with gathering and loading of eligible debris shall be performed during the visible daylight hours only. Hauling of eligible debris to the TDSRS's will be allowed during visible daylight hours only between dawn and dusk. The CONTRACTOR may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the TDSRS's, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the CONTRACTOR deems it necessary and safe. CONTRACTOR shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

(l) Debris Disposal

The CONTRACTOR shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable Federal, State and local laws, standards and regulations. Final disposal locations shall be at the discretion of the CONTRACTOR with prior approval of the CITY. Information regarding the location of final disposal shall be attached to this Agreement in the form of a Memorandum for the Record. The CONTRACTOR and CITY inspector assigned to the disposal process shall maintain disposal records and documentation. Documentation shall be quantified in Cubic Yards.

(m) White Goods

The CONTRACTOR may expect to encounter white goods available for disposal. White goods shall mean household appliances as defined in the Florida Administrative Code. The CONTRACTOR shall dispose of all white goods encountered in accordance with applicable Federal, State and local laws.

Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the CONTRACTOR in accordance to applicable regulatory requirements. There is no additional payment for by City for handling of white goods as this cost of work is included in the CONTRACTOR'S cubic yard unit price for debris removal.

2. SCOPE OF SERVICES TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE

See Note (1) at end of section

1. PUBLIC ASSISTANCE PROGRAM

- (a) Damage Survey Report (DSR) or Project Worksheet (PW)
 - (i) Official DSR/PW requests - Assist CITY personnel in the following:
 - (a) Identification of expenditures eligible for reimbursement
 - (b) Submission of official “request for DSR inspection”
 - (ii) Local government representation on DSR/PW team - Train and assist CITY personnel to accomplish the following:
 - (a) Identification of eligible items for reimbursement
 - (b) Review of DSR/PW for accurate Scope of Work
 - (c) Review of DSR/PW for accurate unit costs
 - (iii) Recovery process documentation - Assist CITY personnel in the following:
 - (a) Creation of recovery process documentation plan
 - (b) Maintenance of documentation of recovery process
 - (iv) Force account labor vs. contract labor
 - (a) Recommendations to government officials on need to contract or utilize force amount labor
 - (v) Recovery process oversight
 - (a) Recommendation to government officials on need to contract for project management for projects requiring intense oversight
 - (b) DSR/PW tracking through State and Federal process
 - (c) Written and oral status reports to government officials
- (b) Documentation Support
 - (i) Review of record system for applicability to Federal and State requirements
 - (ii) Orientation and training of CITY personnel on requirements for quality and quantity of required documentation

- (iii) Assist in selection of “Clerk of Records” and provide detailed training for documentation
 - (iv) Review documentation for accuracy and quantity
 - (v) Assist in preparation of claim documentation
- (c) Consultation and negotiation services
- (i) Recommendations to government officials on plans of action
 - (ii) Provide guidance to government officials on issues involving Federal and State reimbursement
 - (iii) Assist CITY officials in negotiations with Federal and State officials
 - (iv) Assist CITY officials with writing the CITY’S comprehensive Emergency Management Plan
- (d) Other representations as may be requested/required

NOTE (1): This is the concept of complete recovery management support where CONTRACTOR would assist an applicant on all aspects of the recovery process. CONTRACTOR personnel cannot assume the Sovereign Duties of the CITY officials, therefore these services shall be in the form of guidance and consultation.

ATTACHMENT 2(A)
TO
AGREEMENT FOR DISASTER RECOVERY SERVICES

The following is a listing of costs for technical services and/or tasks to be provided by CONTRACTOR to CITY upon issuance to the CONTRACTOR of a Notice to Proceed. Costs denoted by an hourly dollar amount represent an hourly rate for personnel and/or equipment services. Costs denoted by a unit price denote the cost per Cubic Yard or cost per Ton to provide the appropriate services of debris removal.

1. **CONTRACTOR INVOICING**

The CONTRACTOR may invoice the CITY not more than once every fifteen (15) days. Fifteen (15) days after beginning work and/or providing services described in a Notice to Proceed, the CONTRACTOR shall submit the first payment request to the CITY. The payment request shall be filled out and signed by the CONTRACTOR covering the work performed during the period covered by the payment request and supported by such data as the CITY may reasonably require. The CITY shall, within five (5) working days of receiving such payment request, finalize review of documentation and make payment to CONTRACTOR. CONTRACTOR will be subject to audit by Federal, State and local agencies pursuant to this Contract.

The invoice must contain the following items as applicable to individual task orders:

2. **COSTS FOR SCOPE OF SERVICES ONE - DEBRIS REMOVAL**

- (a) Measurement and Payment for Gathering, Pick-up, Hauling and Processing of Debris from Public Property

The CONTRACTOR will not be compensated for disposing of any material not defined as eligible debris. The CONTRACTOR and CITY will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. 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 landfill or receiving facility and no payment will be allowed for that load, and the CONTRACTOR will not invoice the CITY for such loads. For each suitable load picked up, hauled and processed, a record of the cubic yards will be recorded by the CONTRACTOR and CITY on numbered tickets supplied by the CONTRACTOR. Copies of each load record will be available to the CONTRACTOR and the CITY'S designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating by day, the individual verified load receipt and invoice amounts. The CITY may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal tickets disputed will be returned to the

CONTRACTOR within five (5) working days of invoice date, for additional clarification prior to payment of those tickets. For debris removal and hauling, the CONTRACTOR shall receive payment for those prices listed in Attachment 2(B), Pricing Schedule. Disposal costs (Tipping Fees) shall be invoiced to the CITY by the CONTRACTOR based on the Lee County Landfill's actual current tipping fee, regardless of final disposal location, at the time of disposal.

This reference of cost does not preclude the CONTRACTOR from utilizing alternative disposal sites as agreed upon by both parties (See Attachment 1, Page 4, Debris Disposal, of this Agreement). The CONTRACTOR at no additional charge to the CITY shall accomplish TDSRS Site Reclamation, since the cost of this service is included in the cost listed above in this paragraph and Attachment 2(B).

(b) Measurement and Payment for Emergency Road Clearance, Demolition of Structures and Debris Removal from Private Property

Measurement of these services utilizing other than an hourly rate is difficult at best and would potentially lend itself to unnecessary disputes. Therefore, the CITY and the CONTRACTOR agree that the CONTRACTOR shall invoice the CITY utilizing the hourly rates listed in Attachment 2(B) to this Agreement. A not-to-exceed amount shall be placed upon any specific work performed at an hourly rate at time of issuance of a Notice to Proceed by the CITY to the CONTRACTOR as agreed upon by both parties.

The CITY and the CONTRACTOR shall have inspectors in the field with each work crew to monitor, record, and sign time sheets for the actual times worked for each piece of equipment and crew-member present at a particular work site. These signed records shall be the basis for the CONTRACTOR'S invoice to the CITY.

(c) Hazardous Stumps (Removal, Back-Fill, Haul to TDSRS)

The removal and hauling of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires a unique documentation and costing. Each stump will be measured by the CITY and CONTRACTOR inspector assigned, two (2) feet above normal ground level, to determine the diameter of the trunk. Once the diameter is established, the stump will be physically numbered by the best means available, photo documented by the CITY and recorded by the inspector on a specified record provided by the CONTRACTOR.

The CONTRACTOR shall invoice the CITY for hazardous stump removal and hauling to the TDSRS at the prices set forth in Attachment 2(B).

The CONTRACTOR shall invoice the CITY on a per cubic yard basis at the prices set forth in Attachment 2(B) for acquiring, hauling and placing clean back-fill material in holes left by hazardous stumps.

(d) Sand Screening

The CONTRACTOR shall invoice the CITY on a per cubic yard basis at the prices set forth in Attachment 2(B) for sand screened, to remove eligible debris deposited by an Event. This cost includes pick-up of debris laden sand, hauling to the processing screen located on the beach, processing the sand through the screen and returning clean sand to the beach as directed by the CITY. Debris removed from sand will be picked-up, hauled and processed utilizing the costs set forth for Debris Removal from Public Property on Attachment 2(B).

3. COSTS FOR SCOPE OF SERVICES TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE

All costs associated with this service are included in the costs listed above. There will be no additional cost for this service.

4. COSTS FOR MISCELLANEOUS SERVICE

In addition to the other services described in this Agreement, Attachment 2(B) also sets forth rates for various miscellaneous services and equipment.

5. COMPREHENSIVE EMERGENCY MANAGEMENT PLAN

CONTRACTOR will assist the CITY in preparing its comprehensive Emergency Management Plan for \$150.00 per hour.

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

Debris Removal, Processing and Disposal

| Item | Description of Service | Cost 2012 | Unit |
|------|---|-----------|-----------------|
| 1 | Mobilization and Demobilization | \$ - | LS |
| 2 | Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) | \$8.00 | CY |
| 3 | Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site (NOTE 1 & 2) | \$3.90 | CY |
| 4 | Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site (NOTE 1 & 2) | \$9.00 | CY |
| 5 | Management of TDSRS | \$1.75 | CY |
| 6 | Processing (Grinding/Chipping) of Debris at TDSRS or Final Disposal Site | \$2.25 | CY |
| 7 | Processing (Burning) of Debris at TDSRS or Final Disposal Site | \$1.75 | CY |
| 8 | Pick Up and Disposal of Hazardous Material (Note 1 & 2) | \$500.00 | Per 55 gal Drum |
| 9 | Freon Management and Recycling | \$40.00 | Unit |
| 10 | Dead Animal Collection, Transportation and Disposal | \$3.00 | LB |
| 11 | Sand Screening (NOTE 4) | \$8.70 | CY |
| | | | |
| 12 | 6 inch diameter to 11.99 inch diameter | \$ - | STUMP |
| 13 | 12 inch diameter to 23.99 inch diameter | \$200.00 | STUMP |
| 14 | 24 inch diameter to 47.99 inch diameter | \$400.00 | STUMP |
| 15 | 48 inch diameter and greater | \$500.00 | STUMP |

NOTES:

1. Tipping fee at final disposal site(s) will be the responsibility of the City.
2. This price is for a maximum haul distance of 20 miles. For all mileage in excess of 30 miles, add \$0.09 per cubic yard per mile.
3. For a multi year contract, the prices shown above would adjust on the anniversary date of the contract according to a percentage equal to the percent change in the Consumer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics.
4. Price based, on incoming truck cubic yards.

First Response (Emergency Road Clearance-"First Push") Anticipated Crew Makeup

Optional Services: City of Sanibel, Florida

| Service Description | Unit | Unit Price_/a | Unit Price_/b |
|--|------|---------------|---------------|
| <i>Personnel & Equipment (Operator, fuel, maintenance included)</i> | | | |
| Small Loader or Lrg. Skidsteer, (Push machine, wheeled or rubber tracked)* | Hour | \$70.00 | \$70.00 |
| Knuckle boom Loader Truck (Self-Loading-25-35 CY) | Hour | \$0.00 | \$135.00 |
| Dump Truck/Trailer (16 to 24 CY) | Hour | \$0.00 | \$65.00 |
| Supervisor with Truck (1 man, will assist toss operations) | Hour | \$65.00 | \$65.00 |

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

| | | | |
|--|------|---------|---------|
| Operators with Chainsaw (2 man crew, cut and toss) | Hour | \$90.00 | \$90.00 |
| Laborer with Tools (1 man, toss) | Hour | \$0.00 | \$32.50 |
| Traffic Control/Safety Personnel (2 man crew, as needed) | Hour | \$0.00 | \$57.00 |

| | | | |
|---------------|------|----------|----------|
| Total Hourly: | Hour | \$225.00 | \$514.50 |
|---------------|------|----------|----------|

Notes:

*Hourly rate for other equipment that may be required to follow Schedule 2a-Supp Hourly Rates.

- a. Minimum crew composition.
- b. Potential maximum crew composition.

Personnel, Equipment and Materials (Emergency Push/Misc. Services)

Price Schedule

Optional Services: City of Sanibel, Florida

| Service Description | Size or Type | Unit | Unit Price |
|---|------------------|------|------------|
| Heavy Equipment (Operator, fuel, maintenance included) | | | |
| Skid-Steer Loader (Mini-Loader) | Bobcat | Hour | \$70.00 |
| Backhoe, Wheel Loader, 1.0-1.5 CY | Cat 416 | Hour | \$75.00 |
| Backhoe, Extend-a-hoe | Caterpillar | Hour | \$80.00 |
| Wheel Loaders, 2.5 CY | Cat 950 | Hour | \$120.00 |
| Wheel Loaders, 3.5-4.0 CY | Cat 966 | Hour | \$140.00 |
| Wheel Loaders, 4.5 CY | Cat 980 | Hour | \$160.00 |
| Tracked Loader | Cat 955 | Hour | \$135.00 |
| Towed Loader w/ Tractor | Prentice 210 | Hour | \$140.00 |
| Knuckle boom Loader Truck (Self-Loading) | 25-35 CY Body | Hour | \$135.00 |
| Knuckle boom Loader Truck (Self-Loading) | 35-45 CY Body | Hour | \$155.00 |
| Dozer | Cat D4 | Hour | \$95.00 |
| Dozer | Cat D5 | Hour | \$105.00 |
| Dozer | Cat D6 | Hour | \$120.00 |
| Dozer | Cat D7 | Hour | \$145.00 |
| Dozer | Cat D8 | Hour | \$170.00 |
| Hydraulic Excavators, 1.5 CY | Cat 320 | Hour | \$115.00 |
| Hydraulic Excavators, 2.5 CY | Cat 325 | Hour | \$130.00 |
| Hydraulic Excavators, 3.5> CY | Cat 330 | Hour | \$150.00 |
| Tractor w/ Box Blade | 80 Hp | Hour | \$50.00 |
| Motor Grader | Cat 120G | Hour | \$120.00 |
| 30 Ton Crane | 30 Ton | Hour | \$195.00 |
| 50 Ton Crane | 50 Ton | Hour | \$250.00 |
| 100 Ton Crane (8 hr minimum) | 100 Ton | Hour | \$425.00 |
| Bucket Truck | Up to 50' reach | Hour | \$135.00 |
| Personnel, Equipment and Materials (Emergency Push/Misc. Services) | | | |
| Price Schedule | | | |
| Bucket Truck | 50' to 75' reach | Hour | \$150.00 |
| Trash Transfer Trailer w/ Tractor | 110 Yard | Hour | \$125.00 |
| Mechanized Broom | Street Sweeper | Hour | \$75.00 |
| Water Truck | 2000 Gallon | Hour | \$85.00 |
| Service Truck | N/A | Hour | \$70.00 |
| Soil Compactor 81 HP+ | Case/Cat/Wacker | Hour | \$75.00 |
| Soil Compactor 80 HP | Case/Cat/Wacker | Hour | \$70.00 |
| Soil Compactor, Towed Unit | Wacker | Hour | \$22.00 |

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

| | | | |
|---|----------------|------|----------|
| Stump Grinder | Vermeer 252 | Hour | \$85.00 |
| Stump Grinder | Vermeer 752 | Hour | \$120.00 |
| Stump Grinder | Vermeer 60TX | Hour | \$135.00 |
| Chipper w/ 2 man crew | Morbark Storm | Hour | \$125.00 |
| 12-Foot Tub Grinder | Morbark 1200 | Hour | \$350.00 |
| 13-Foot Tub Grinder | Morbark 1300 | Hour | \$405.00 |
| 14-Foot Tub Grinder | Diamond Z 1463 | Hour | \$460.00 |
| 12T Lowboy Trailer (Equip.Transport w/ Tractor) | 12 Ton | Hour | \$55.00 |
| 35T Lowboy Trailer (Equip. Transport w/ Tractor) | 35 Ton | Hour | \$90.00 |
| 50T Lowboy Trailer (Equip.Transport w/ Tractor) | 50 Ton | Hour | \$120.00 |
| Truck Mounted Winch | Tow Truck | Hour | \$90.00 |
| Log Skidder | Cat 518 | Hour | \$115.00 |
| Waste Collection Rear Loader Truck | N/A | Hour | \$135.00 |
| Vacuum Truck/Jetter | 3500 Gallon | Hour | \$375.00 |
| Crash Truck w/Impace Attenuator | N/A | Hour | \$105.00 |
| Hauling Vehicles (Operator, fuel, maintenance included) | | | |
| Dump Truck | 5 to 15 CY | Hour | \$50.00 |
| Dump Truck | 16 to 24 CY | Hour | \$65.00 |
| Dump Truck | 25 to 34 CY | Hour | \$75.00 |
| Dump Truck (Trailer Dump w/ Tractor) | 35 to 44 CY | Hour | \$80.00 |
| Dump Truck (Trailer Dump w/ Tractor) | 45 to 54 CY | Hour | \$85.00 |
| Dump Truck (Trailer Dump w/ Tractor) | 55 to 64 CY | Hour | \$95.00 |
| Dump Truck (Trailer Dump w/ Tractor) | 65 to 74 CY | Hour | \$105.00 |
| Dump Truck (Trailer Dump w/ Tractor) | > 75 CY | Hour | \$115.00 |
| Walking Floor Trailer w/ Tractor | 100 CY | Hour | \$125.00 |
| Transportation Vehicles (Operator, fuel, maintenance <i>NOT</i> included; loaned vehicles, insurance included) | | | |
| Pickup Truck | 1/2 Ton | Day | \$60.00 |
| Pickup Truck | 3/4 Ton | Day | \$70.00 |
| Pickup Truck | 1 Ton (4x4) | Day | \$85.00 |
| Box Truck | 3/4 Ton | Day | \$95.00 |
| Utility Van | 3/4 Ton | Day | \$70.00 |
| Passenger Van | 9 Passenger | Day | \$65.00 |
| Passenger Car | Full size | Day | \$47.50 |
| Response Trailer | 20-30 Foot | Day | \$350.00 |
| Flatbed Trailer | GWV to 450 | Day | \$450.00 |
| Personnel | | | |
| Project Operations Manager | Individual | Hour | \$105.00 |
| Superintendent with Cell/Truck | Individual | Hour | \$70.00 |
| Supervisor with Cell/Truck | Individual | Hour | \$65.00 |
| Foreman with Cell/Truck | Individual | Hour | \$55.00 |
| Inspector with Cell/Vehicle | Individual | Hour | \$35.00 |
| Health/Safety or QC Manager with Pickup Truck | Individual | Hour | \$65.00 |
| Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price Schedule | | | |
| Safety Superintendent | Individual | Hour | \$50.00 |
| Mechanic with Truck and Tools | Individual | Hour | \$75.00 |
| Climber with Gear | Individual | Hour | \$85.00 |
| Labor/Operator with Chainsaw | Individual | Hour | \$45.00 |
| Laborer with Tools | Individual | Hour | \$32.50 |
| Traffic Control Personnel | Individual | Hour | \$28.50 |
| Ticket Writers | Individual | Hour | \$32.50 |

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

| | | | |
|---|--------------|------|------------|
| Survey Personnel with Vehicle | Individual | Hour | \$35.00 |
| Project Engineer | Individual | Hour | \$75.00 |
| Equipment Operator | Individual | Hour | \$48.50 |
| Truck Driver | Individual | Hour | \$40.00 |
| Administrative Assistant | Individual | Hour | \$35.00 |
| Clerical | Individual | Hour | \$35.00 |
| Marine Resources (Fuel, maintenance included) | | | |
| 56' Shallow Draft Landing Craft with Crane | Crew of 2 | Day | \$6,300.00 |
| 40' Sectional Barge w/ Mounted Excavator & Push boat | With Crew | Day | \$7,000.00 |
| 33' Fast Barge with Winch | Crew of 2 | Day | \$4,200.00 |
| 14' Utility Boat with Motor (Work Boat) | With Crew | Day | \$1,680.00 |
| 12' Utility Boat with Motor (Work Boat) | With Crew | Day | \$1,120.00 |
| 12' Utility Boat without Motor (Work Boat) | With Crew | Day | \$840.00 |
| Tank Diver with Gear | Individual | Hour | \$168.00 |
| Hardhat Diver with Gear | Individual | Hour | \$700.00 |
| Scuba Bottle Refill (Air) | 80 | Each | \$17.00 |
| Air Pump with multi breathing lines | Brownie Lung | Day | \$560.00 |
| Miscellaneous Equipment/Items (Fuel, maintenance included, where applicable) | | | |
| Light Tower | w/ Generator | Day | \$145.00 |
| Office Trailer | 40 Foot | Day | \$155.00 |
| Storage Container | 40 Foot | Day | \$95.00 |
| Portable Eyewash Station | OSHA Spec | Day | \$35.00 |
| First Aid Station | OSHA Spec | Day | \$125.00 |
| Portable Toilet (Port a John) | Single | Week | \$210.00 |
| Observation Tower | USACE Spec | Each | \$3,500.00 |

Beach Restoration, Canal Work, Waterways & Sunken Vessel Removal

Optional Services: City of Sanibel, Florida

Beach/Lake Restoration

| Description | Unit | Price |
|-------------|------|-------|
|-------------|------|-------|

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 Agreement for Disaster Recovery Services
 Pricing Schedule

Collection of debris-laden sand from ROW, hauling to the processing screen and sand pile maintenance. Up to 15 mile haul to screen. Debris from screen to be hauled by cubic yard debris rate in contract. Per Cubic Yard \$8.50

Berm/Beach Construction shall include transportation of screened sand to beach from screening site, including shaping of material on emergency berm. To include stockpile maintenance. Up to 15 miles haul from screen. Per Cubic Yard \$8.50

Scrape and screen shall include the collection of debris laden sand from beach, processing it through screen, returning sand to beach and spreading sand on beach. Work to be performed on beach. Per Cubic Yard \$8.50

Canal Work

| Description | Unit | Price |
|-----------------------------|-----------------|---------|
| Canal Shoreline Restoration | Per Linear Foot | \$26.50 |

Note: To include any necessary excavation, compaction, fill and backfill of embankment soils and seeding, materials to restore banks to preexisting conditions insofar as possible.

| | | |
|-----------------------------|----------------|---------|
| Canal/Marine Debris Removal | Per Cubic Yard | \$35.75 |
|-----------------------------|----------------|---------|

Note: Removal of storm generated debris from marine environments including streams, canals, and waterfronts by applicable land-based or marine-based processes.

Sunken Vessel Removal

| Description | Unit | Price |
|-------------------------------|-----------------|----------|
| Marine Salvage Operations | Per Linear Foot | |
| Less than 20 feet | | \$175.00 |
| 20 to 25 feet | | \$252.00 |
| 25 to 30 feet | | \$385.00 |
| Greater than 30 feet | | By Case |
| Land Based Salvage Operations | Per Linear Foot | |
| Less than 20 feet | | \$162.50 |
| 20 to 25 feet | | \$234.00 |
| 25 to 30 feet | | \$357.50 |
| Greater than 30 feet | | By Case |

Note: Large vessels, houseboats or vessels within environmentally sensitive areas may require unexpected additional effort. Work may be negotiated on a case-by-case basis under such conditions.

**Emergency Drinking Water and Ice Supply
 Price Schedules**

Optional Services: City of Sanibel, Florida

Drinking Water

Attachment 2(B)
Agreement for Disaster Recovery Services
Pricing Schedule

| 8.45 OZ. (250 mL) Units - 27 Units/Case (9 x 3 Packs/case) 135 Cases/Pallet | | | | |
|--|----------------|-------------------|-----------------|-------------------|
| <u>Cases</u> | <u>Pallets</u> | <u>Price/Case</u> | <u>Per Unit</u> | <u>Per Pallet</u> |
| 135-675 | 1-5 | \$ 8.55 | \$ 0.32 | \$ 1,154.05 |
| 810-1350 | 6-10 | \$ 8.30 | \$ 0.31 | \$ 1,120.84 |
| 1485-1500 | 11-20 | \$ 8.12 | \$ 0.30 | \$ 1,095.93 |

| 1 Liter (1000mL) Units - 12 Units/Case 75 Cases/Pallet | | | | |
|---|----------------|-------------------|-----------------|-------------------|
| <u>Cases</u> | <u>Pallets</u> | <u>Price/Case</u> | <u>Per Unit</u> | <u>Per Pallet</u> |
| 75-375 | 1-5 | \$ 9.78 | \$ 0.81 | \$ 733.39 |
| 450-750 | 6-10 | \$ 9.35 | \$ 0.78 | \$ 701.10 |
| 825-1500 | 11-20 | \$ 9.10 | \$ 0.76 | \$ 682.65 |

Note:
Prices are F.O.B. Miami, FL or West Palm Beach, FL.

Ice Supply

| <u>Description</u> | <u>Unit</u> | <u>Price</u> |
|--|-------------|--------------|
| Packaged Ice Delivered | Per pound | \$0.34 |
| Additional Ground Mileage | Per mile | \$3.46 |
| Standby Time in Excess of 2 Hours (Demurrage) | Per hour | \$81.25 |

- Note:
- As ice and water represent scarce commodities following a storm event, specific terms and conditions shall be included as part of an executed contract. These terms and conditions are available for review at your request.
 - Prices are valid for an annual term, at which time prices require renegotiation.
 - Ice supply subject to availability. Every effort will be made to deliver packaged ice in the quantities specified and to the delivery sites specified as timely as possible. Minimum quantities required.

Product Standards: Ice provided under this contract shall be:

- manufactured within no more than 120 calendar days of the date of delivery;

Emergency Drinking Water and Ice Supply

Price Schedules

- tube or crushed ice (block or shaved ice is not used);
- manufactured in compliance with the Food and Drug Administration (FDA) Good Manufacturing Practices (GMP) of 21 C.F.R. 110, the International Packaged Ice Association (IPIA) standards;
- manufactured by ice plants that use source water from a public water supply which is currently in compliance with the National Premium Drinking Water Regulations (NPDWR) of the Safe Drinking Water Act (SDWA) and which Achieved that compliance without an exemption under the SDWA. and
- produced, packaged, transported, stored and handled in accordance with all Applicable Federal, state and local laws and regulations.

Packaging: Ice shall be sealed in 5 to 20 pound plastic bags and stacked on

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 Agreement for Disaster Recovery Services
 Pricing Schedule

Pallets. Each pallet shall contain 2,000 pounds, net weight, of ice. A protective layer (slip sheet) of thick paper, plastic (6 mil) or waterproof corrugated Cardboard shall be placed between the stacked ice and the pallets. Pallets of packaged ice will be fully covered on all four (4) sides with a minimum of four (4) Layers of shrink wrap. All pallets shall be 4' x 4' nominal, constructed of hardwood, designed for pickup on all four sides and repeated use with a 2,000 lb. load. Each pallet is packaged to withstand severe climatic conditions.

Disaster Response Man Camps/Comfort Services Price Schedule

Optional Services: City of Sanibel, Florida

Emergency Sleeping Quarters

Option 1

| <i>1 – 168-Man Dormitory Structure</i> | Unit Price | Rental |
|--|-------------------|---------------|
| Wood Floor w/ New Carpeting | \$ | |
| | 158,276.40 | |
| Air Conditioning/Combination Heating Units | | |
| Power Generation Metal Halide Lighting Package | | |
| 168 Mil-Spec Cots 2 – Personnel Doors Up to 4 Weeks Rental | | |

Option 2

| <i>1 – 200-Man Tension Tent</i> | Unit Rental Price |
|--|--------------------------|
| Wood Floor w/ New Carpeting | \$ 183,208.50 |
| Air Conditioning/Combination Heating Units | |
| Power Generation Metal Halide Lighting Package | |
| 200 Mil-Spec Cots 2 – Personnel Doors Up to 4 Weeks Rental | |

Dining Facilities

Option 1

| <i>1 – Dining Structure for 500</i> | Unit Price | Rental |
|---|-------------------|---------------|
| Wood Floor w/ EventPro Flooring | \$ | |
| | 120,736.80 | |
| Air Conditioning/Combination Heating Units | | |
| Power Generation Metal Halide Lighting Package | | |
| 2 – Personnel Doors 64 – 8' Banquet Tables 512 Folding Chairs Up to 4 Weeks Rental | | |

Option 2

| <i>1 – Dining Structure for 350</i> | Unit Rental Price |
|---|--------------------------|
| Wood Floor w/ EventPro Flooring | \$ 90,749.40 |
| Air Conditioning/Combination Heating Units | |
| Power Generation Metal Halide Lighting Package | |
| 2 – Personnel Doors 44 – 8' Banquet Tables 352 Folding Chairs Up to 4 Weeks Rental | |

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

Restroom Facilities

| <i>Camp Service Facilities</i> | <i>Units for</i> | Rental Price |
|--------------------------------|------------------|---------------------|
| Portable Toilet Facilities | 150-Person Camp | \$ 18,988.74 |
| Daily Cleaning & Service | 250-Person Camp | \$ 30,673.74 |
| 4 Weeks Rental | 500-Person Camp | \$ 60,116.25 |

Disaster Response Man Camps/Comfort Services Price Schedule

Shower Facilities

| <i>1 - 14 Head Shower Trailer Unit</i> | Unit Price | Rental |
|--|-------------------|---------------|
| Provides Shower Service for 350 People | \$ | 90,405.00 |
| Each Unit Contains: Private Changing Stalls & 36" x 36" Shower Stalls Propane-fired boiler system On-board water storage Air Conditioning Trash Receptacles Up to 4 Weeks Rental | / | |

Laundry Facility

| <i>1 - 7 Unit Laundry Trailer</i> | Unit Rental Price |
|---|--------------------------|
| Each Unit Contains: | \$ 90,405.00 |
| 7 - Top Load Washer Units 8 - Front Load Dryer Units Hot and Cold Water Air Conditioning Folding Table Trash Receptacles Up to 4 Weeks Rental | / |

| Cost Plus Man Camp Services | Rate |
|------------------------------------|-------------|
| Site Preparation | Cost +23% |
| Fuel for Generators | Cost +23% |
| Fresh Water Supply | Cost +23% |
| Grey and Black Water Removal | Cost +23% |

| Special Emergency Services | Rate |
|---|-------------|
| Emergency Clinics and Support Personnel | Cost +23% |

Note(s): All pricing above assumes services for disaster/emergency situations. All pricing is for a minimum one-month rental. Quote includes all non-union labor and equipment needed for installation and take down of structures. Quote assumes staking into level asphalt or grass surface provided free of obstruction with direct semi-truck access within 50' of work site. Applicable sales taxes, permits, and fuel surcharges are not

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

included. This proposal is subject to equipment availability at the time the notice to proceed is issued.

Emergency Power Generation Price Schedule

Optional Services: City of Sanibel, Florida

| Units | Per Day (24 hrs) | Per Week |
|-------------------|-------------------------|-----------------|
| 25 kW Generator | \$ 669.90 | \$ 2,158.80 |
| 56 kW Generator | \$ 1,083.60 | \$ 4,123.35 |
| 100 kW Generator | \$ 1,680.00 | \$ 6,612.90 |
| 175 kW Generator | \$ 2,305.80 | \$ 9,502.50 |
| 250 kW Generator | \$ 2,857.19 | \$ 11,246.60 |
| 320 kW Generator | \$ 3,190.95 | \$ 12,349.05 |
| 500 kW Generator | \$ 3,937.50 | \$ 14,502.60 |
| 800 kW Generator | \$ 6,619.20 | \$ 22,611.75 |
| 1000 kW Generator | \$ 7,988.40 | \$ 27,181.35 |
| 1500 kW Generator | \$ 9,313.50 | \$ 31,680.60 |

*Additional equipment rates available upon request.

Notes:

1. Transportation charges not included.
2. Cables and distribution boxes not included.
3. Minimum usage charge of 2 days.
4. Includes service and maintenance.

| | Day | Week | Month |
|------------------------------|------------|-------------|--------------|
| Tails | \$ 7.07 | \$ 14.15 | \$ 21.22 |
| Cables (400 amp) 50ft | \$ 106.09 | \$ 176.81 | \$ 530.44 |

Emergency Fuel Delivery/Management Price Schedule

Optional Services: City of Sanibel, Florida

| Item/Equipment | Description | Rental/Labor Rate | Unit |
|-------------------------------|---|--------------------------|-------------|
| 550 gallon dual wall tank | Portable Storage Tank (Secondary Containment) | \$93.75 | Per day |
| 1,000 gallon single wall tank | Portable Storage Tank | \$106.25 | Per day |
| 1,000 gallon dual wall tank | Portable Storage Tank (Secondary Containment) | \$118.75 | Per day |
| 6,000 gallon or greater tank | Portable Storage Tank | \$187.50 | Per day |
| 12 Volt Fill-Rite Pump | Fuel Pump 13 GPM, includes nozzle | \$25.00 | Per day |

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

| | | | |
|-------------------------------|--|----------|-------------|
| Portable Tank Delivery/Pickup | Delivery/Pickup Charge | \$187.50 | Per hour |
| Portable Tank Cleanout Fee | Cleanout of portable tank (if required) | \$500.00 | Per service |
| Truck with Man | Transport Truck w/trailer or Bobtail Truck | \$227.50 | Per hour* |
| Fuel Tank Trailer Only | 7,500 to 8,500 gal capacity | \$750.00 | Per day |
| Mobile Fuel Station | 12,000 Gal capacity on trailer | \$218.75 | Per hour* |
| Frac Tank | 20,000 gallon frac tank | \$250.00 | Per day |
| Labor | Man to operate fuel station or fuel vehicles | \$93.75 | Per hour |

Note: *Additional Storage Tanks ranging from 250 to 20,000 gallons are available upon request*

* Requires 24 hour minimum

| Item | Description | Purchase Price | Unit |
|------|-------------------------------|----------------|------------|
| Fuel | Gasoline/Diesel/Aviation Fuel | Cost + \$0.74 | Per gallon |

Note: Rental/Labor Rate begins when equipment or labor leaves the facility and ends upon its return to the same facility. Reasonable lodging expense may apply.

Description of service:

A self contained generator powered system designed to meet the emergency fuel response needs of government and commercial entities. This unit combines high volume fuel dispensing capabilities along with maximum portability features.

Features:

- Total fuel storage capacity -12,000 gallons (One 10K tank and two 1K tanks)
- Tanks are dual walled (secondary containment) & are Flame shield NFPA 30 rated.
- Mounted on a 53' drop deck trailer
- Six high volume fueling points with hoses on reels
- Fueling points have meter registers
- Grounding cable for vehicle re-fueling
- 20KW diesel generator
- Lights for night fueling
- No special transportation permits required
- Equipped with spill response kits.
- Air compressor
- Lubricants storage tank with dispenser

Note: Units subject to availability.

Emergency Satellite Telephone/Communication Services Price Schedule

Optional Services: City of Sanibel, Florida

Satellite Phone Service

| | | Rate | Unit |
|-----------------------|--------|------------|----------|
| Per Satellite Phone | | \$100.00 | Per week |
| Usage Cost, per phone | \$2.00 | Per minute | |

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

Satellite Internet Service

Self-Contained Trailer Equipment

| Duration | Monthly Cost |
|-----------------|---------------------|
| 3 month | \$4,913.85 |
| 6 month | \$3,683.85 |
| 9 month | \$2,453.85 |
| 12 month | \$1,223.85 |

Bandwidth

| Service | Monthly Cost |
|-------------------|---------------------|
| Disaster Response | \$2,028.27 |

| Bandwidth Service | Contention | Upload (Kbps) | Download (Mbps) | VoIP lines | Users |
|-------------------|------------|---------------|-----------------|------------|----------|
| Disaster Response | 10 | 768 | 2 | 6 | 10 to 20 |

Description of services:

Self-contained trailer auto deploy

This unit was designed to be a self-contained mobile unit that is weatherized. This unit is ideal for businesses that need ultimate mobility with rapid deployment. The following equipment comes standard on each unit:

- 4'x 6' enclosed trailer
- 9,000 watt electric start generator
- Andrew Smart-Ad 3 watt 1.2 meter auto deploy satellite earth station
- VSAT 3100 internet modem
- Motorola Hot Zone Duo Mesh Wireless Router (MWR)
- Universal power controller battery backup

Self-contained trailer mounted

This unit was designed to be a self-contained mobile unit that is weatherized. The following equipment comes standard on each unit:

Emergency Satellite Telephone/Communication Services Price Schedule

- | | |
|--|--|
| · 4'x 6' enclosed trailer | 4'x 6' enclosed trailer |
| · 9,000 watt electric start generator | 9,000 watt electric start generator |
| · Andrew 4 watt 1.2 meter satellite dish | Andrew 4 watt 1.2 meter satellite dish |
| · VSAT 3100 internet modem | VSAT 3100 internet modem |

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 Agreement for Disaster Recovery Services
 Pricing Schedule

- Motorola Hot Zone Duo Mesh Wireless Router (MWR) Motorola Hot Zone Duo Mesh Wireless Router (MWR)
- Universal power controller battery backup Universal power controller battery backup

The following services are available within the program:

- Broadband Internet
- Canopy Networks
- VoIP Telephone and Fax
- Cell Phone Repeaters

Each satellite unit will be equipped to provide wireless broadband internet. The units are scalable so that additional wireless access points can be added. Each unit will have sufficient bandwidth to easily support 15 concurrent internet users from the base system. If necessary, additional units can be brought in to support a larger camp population.

Voice-over-internet protocol (“VoIP”) telephone and fax service will be available as an optional service with each satellite unit. This service can handle one to eight voice lines per unit. Cell phone repeaters for Nextel and Cingular networks are also available as an optional item.

Note: Services subject to availability. Alternative configurations may be substituted.

Temporary Office Trailers, Mobile Command Center Price Schedule

Optional Services: City of Sanibel, Florida

Single Unit

Dimensions: Width = 8', Unit Length = 20'

| Category | Rate | Unit |
|-------------|-------------|-----------|
| Setup Fee: | \$ 1,414.50 | One time |
| Single Unit | \$ 491.52 | Per month |

Single Unit

Dimensions: Width = 8', Unit Length = 28'

| Category | Rate | Unit |
|-------------|-------------|-----------|
| Setup Fee: | \$ 1,574.40 | One time |
| Single Unit | \$ 600.32 | Per month |

Single Unit

Dimensions: Width = 10', Unit Length = 24'

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 Agreement for Disaster Recovery Services
 Pricing Schedule

| Category | Rate | Unit |
|-------------|-------------|-----------|
| Setup Fee: | \$ 2,097.15 | One time |
| Single Unit | \$ 760.32 | Per month |

Chemical Toilets Price Schedule

| Description | Rate | Unit |
|-----------------------|-------------|-----------|
| Port-o-let (per unit) | \$ 1,451.40 | Per month |
| Port-o-let (per unit) | \$ 52.50 | Per day |

Note: Includes delivery/set up, daily service, equipment rental, and pick up/breakdown

Emergency Pumping Units Price Schedule

Optional Services: City of Sanibel, Florida

| Description | Rate (Per Day) | Rate (Per Hour) |
|-----------------------------------|----------------|-----------------|
| 4" Trash Pump Package | \$ 1,089.05 | \$ 90.75 |
| 6" Trash Pump Package | \$ 1,654.85 | \$ 137.90 |
| 6" Hydraulic Pump with Power Pack | \$ 1,216.70 | \$ 101.39 |
| 8" Hydraulic Pump with Power Pack | \$ 1,818.15 | \$ 151.51 |

Notes:

1. Transportation charges not included.
2. Includes suction and discharge hose.
3. Minimum usage charge of 8 hours.
4. Includes installation, service and maintenance.

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

Optional Services: City of Sanibel, Florida

Categories/Descriptions

| Labor | Unit | Rate |
|--|------|----------|
| Project Consultant (PC) | Hour | \$156.00 |
| Project Executive (PE) | Hour | \$125.00 |
| Project Manager (PM) | Hour | \$75.00 |
| Health & Safety Officer (HSO) | Hour | \$75.00 |
| Technical Specialist (Superintendent) (TS) | Hour | \$69.00 |
| Drying Technical (DT) | Hour | \$69.00 |
| Equipment Operator (EO) | Hour | \$56.00 |
| Remediation Worker (RW) | Hour | \$47.00 |
| General Labor (GL) | Hour | \$36.00 |
| Field Auditor (FA) | Hour | \$50.00 |

| Supplies/Consumables | Unit | Rate |
|--|--------|---------|
| Adhesive Remover | Gallon | \$96.00 |
| Anti-Microbial Coating | Gallon | \$81.00 |
| Anti-Microbial Disinfectant (Concrete Pre Mixed) | Gallon | \$5.00 |
| Anti-Microbial Disinfectant (Micro Ban RTU) | Gallon | \$56.00 |
| Bags, Trash | Roll | \$94.00 |

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 Agreement for Disaster Recovery Services
 Pricing Schedule

| | | |
|---|--------|------------|
| Bags, Trash Environmental | Roll | \$106.00 |
| Box, Storage Cardboard | Each | \$9.00 |
| Brush, Long Handle/Scrub | Each | \$11.00 |
| Camera (Disposable, 27 exp. includes development) | Each | \$37.00 |
| Cleaner, General and all purpose | Gallon | \$30.00 |
| Cleaner, Electronic Grade | Gallon | \$63.00 |
| Decontamination Unit, Disposable | Each | \$418.00 |
| Duct, Lay Flat (500') | Roll | \$469.00 |
| Fuel | Gallon | Cost + 23% |
| Negative Air Filters (Prefilters) | Each | \$4.00 |
| Negative Air Filters (Pleated) | Each | \$8.00 |
| Negative Air Filters (Main HEPA) | Each | \$225.00 |
| Poly Sheeting, Fire Retardant | Roll | \$125.00 |

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

| | | |
|--|-------|----------|
| Poly Sheeting, Reinforced | Roll | \$188.00 |
| Rags, Cotton Cloth | Box | \$63.00 |
| Respirator Cartridges, Negative Pressure (Half-Face) | Pair | \$13.00 |
| Respirator Cartridge, PAPR (Full-Face) | Each | \$16.00 |
| Spray Bottle w/ Trigger | Each | \$4.00 |
| Sprayer | Can | \$3.00 |
| Sponges, Soot Absorption | Each | \$3.00 |
| Suit, Disposable | Each | \$3.00 |
| Suit Tyvek | Each | \$8.00 |
| Tape, Duct | Roll | \$7.00 |
| Terry Wipes | Pound | \$8.00 |
| Towels | Case | \$38.00 |

Drying Equipment

Unit Rate

| | | |
|---|------|------------|
| Dehumidification Unit (50cfm-100cfm) | Each | \$91.00 |
| Dehumidification Unit (110cfm-200cfm) | Each | \$149.00 |
| Dehumidification Unit (220cfm-300cfm) | Each | \$175.00 |
| Dehumidification Unit (500cfm-600cfm) | Each | \$382.00 |
| Dehumidification Unit (1000cfm) | Each | \$667.00 |
| Dehumidification Unit (2000cfm-2250cfm) | Each | \$1,289.00 |
| Dehumidification Unit (3500cfm) | Each | \$259.00 |
| Dehumidification Unit (4500cfm-5000cfm) | Each | \$356.00 |
| Dehumidification Unit (6000cfm) | Each | \$453.00 |
| Dehumidification Unit (8500cfm) | Each | \$1,133.00 |
| Dehumidification Unit (15,000cfm) | Each | \$324.00 |

Miscellaneous Equipment

Unit Rate

| | | |
|---|------|------------|
| 40 Ton AC Unit | Each | \$1,049.00 |
| 100 Ton Chiller Unit | Each | \$1,159.00 |
| 200 Ton Chiller Unit | Each | \$919.00 |
| Air Compressor (110 psi) | Each | \$39.00 |
| Air Compressor (125 psi) | Each | \$220.00 |
| Air Mover | Each | \$32.00 |
| Buffer, Floor | Each | \$39.00 |
| Cart, Tilt/Demolition | Each | \$26.00 |
| Dolly, 2-Whl/4-Whl/Drm/Whlbr | Each | \$6.00 |
| Electrical Dist. Panel (Spider Box) | Each | \$71.00 |
| Electrical Kit (Ext. Cord GFI, Surge Protector) | Each | \$6.00 |
| Extraction Unit (Portable) | Each | \$162.00 |
| Extraction Unit (Trailer) | Each | \$583.00 |

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

| | | |
|---|------|----------|
| Filtration Unit | Each | \$32.00 |
| Fire Extinguisher | Each | \$5.00 |
| First Aid Kit | Each | \$3.00 |
| Floor Kit (Mop, Bucket, Broom, Rake, Scraper, Wrecking Bar, Etc.) | Each | \$16.00 |
| Freight | Each | \$4.00 |
| HEPA Filtration Unit (10,000cfm) | Each | \$389.00 |
| Drying In, Decontamination, Mold Remediation, Restoration Price Schedule | | |
| HEPA Filtration Unit (2,000cfm) | Each | \$123.00 |
| Light, Portable | Each | \$3.00 |
| Light, Stand | Each | \$19.00 |
| Light, String | Each | \$13.00 |
| Mobile Commanded Center | Each | \$576.00 |
| Negative Pressure Recorder | Each | \$65.00 |
| Ozone Machine | Each | \$155.00 |
| Power Hand Tools (Circular Saw, Drill etc.) | Each | \$13.00 |
| Pump, Small | Each | \$52.00 |
| Pump, Flood | Each | \$175.00 |
| Respirator, Negative Pressure (Half Face) | Each | \$6.00 |
| Respirator, PAPR (Full Face) | Each | \$32.00 |
| Radio, Job Site | Each | \$13.00 |
| Shower/Wash Station | Each | \$19.00 |
| Sprayer, Airless | Each | \$84.00 |
| Thermal Image Camera | Each | \$65.00 |
| Trailer | Each | \$149.00 |
| Truck, 24ft | Each | \$123.00 |
| Truck, Pick-Up | Each | \$84.00 |
| Truck, Water Extraction | Each | \$259.00 |
| Vacuum, (Wet/Dry) | Each | \$32.00 |
| Vacuum, HEPA | Each | \$97.00 |
| Van/Bus | Each | \$123.00 |
| Vent/Wall Cavity Drying Unit | Each | \$453.00 |
| Wall Kit (Ladder, Fall Protection, Knives, Etc.) | Each | \$13.00 |
| Washer, High Pressure (5,000 psi) | Each | \$227.00 |
| Washer, High Pressure (20,000 - 40,000 psi) | Each | TDB |
| Washer, HOTSYS | Each | \$259.00 |

Notes:

1. Work performed utilizing these rates shall be performed pursuant to the predefined Scope of Work being agreed to by both parties and any applicable Change Order contract modification being completed.
2. Price. Work performed hereunder shall be priced as indicated in the AshBritt Rates, plus any applicable taxes.
 - A. AshBritt will invoice the customer weekly for services rendered in accordance with the AshBritt rates. Customer agrees to make payment to AshBritt within 15 days of invoice.
 - B. The balance of AshBritt's fees and charges for the performance of the Scope of Work will be paid within 30 days from the Customer's receipt of the final invoice from AshBritt.
3. Invoicing and Payment. AshBritt shall submit to Customer itemized invoice(s) setting forth the total amounts due in accordance with the Rate Schedule for services utilized in performance of the Scope of Work. If payments are not received timely, Customer agrees to pay all costs of collections up to and including court costs, reasonable attorney's fees and interest charges at the lesser of 1) 1.5% per month, or 2) the maximum lawful interest rate. No retainage will be withheld from payments.
4. Overtime Rates. Customer agrees that overtime rates will be billed by AshBritt and paid by customer based upon entitlement of employee notwithstanding where initial 40 hours, or any part

Attachment 2(B)
Agreement for Disaster Recovery Services
Pricing Schedule

thereof, were worked by employees for AshBritt on other projects.

5. Responsibility for Payment. Customer agrees to make payment to AshBritt for services rendered hereunder in the amounts and on the terms specified above, regardless of whether Customer is entitled to reimbursement for such costs from Customers or from some other person's or entity's insurance carrier or any other source.

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

6. Best Efforts. AshBritt and Customer acknowledge that the property which is the subject of the Work may have been involved in a fire, flood, or other catastrophe. AshBritt will perform the Work on a "best efforts" basis, but cannot, and therefore does not, guarantee or warrant that any of the property will be operational or free from defect following completion of the Work.

7. Causes Beyond Control. If any circumstance or event which is beyond the reasonable control of AshBritt delays the performance of any of AshBritt's obligations under this agreement or makes any of those obligations impossible to perform, AshBritt will not have any liability for that delay or non-performance.

8. Consents and Permits. Any federal, state, or local permits or consents required for the performance of the Work are the responsibility of the Customer; provided that, if made a part of the Work, AshBritt may obtain such permits and consents at Customer's expense. Both AshBritt and Customer will comply with all applicable governmental regulations, statutes, laws and ordinances.

9. Disposal. Disposal of any Hazardous Material (including specimens or samples) or any property that contains Hazardous Material, removed by AshBritt under this Agreement will be in the name of the Customer and under any applicable generator number or other identification assigned by the Customer.

10. Indemnity. Each party agrees to indemnify and hold harmless the other party hereto and the other party's shareholders, directors, officers, employees and agents, from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property, and/or the conditions to which the Contract pertains, to the extent that any such claim, demand, cause of action and/of liability is attributable to the breach of Contract or other fault of the indemnifying party. Customer on its behalf and on behalf of including but not limited to Owners, Management Companies, Tenants and Occupants indemnifies AshBritt against loss or damage to personal property and/or content during the performance of services within the areas of remediation.

11. Confidential Information. AshBritt and Customer mutually agree to maintain in confidence and will not, directly or indirectly disclose or use, either during or after the term of this Agreement, any proprietary or confidential information belonging to the other party, whether it is in writing or permanent form, except to the extent necessary to perform the work until such time as said information has become public knowledge.

12. No Consequential Damages. No party shall in any action or proceeding or otherwise assert any claim for consequential damages against any other party to this reasonable attorney's fees and court costs. Contract on account of any loss, cost, damage or expense which such party may suffer or incur because of any act or omission of any other party to this Contract or its agents or employees in the performance of a party's obligations under this Contract, or any other cause of action (including negligence) arising out of or related to transactions in connection with this Contract, or otherwise, and each party expressly waives any such claims.

13. Labor Considerations.

A. The labor rates stated above are per hour for the first 40 hours worked (or 8 hours a day in California or where mandated by prevailing wage requirements) in a week beginning on Monday.

B. Labor rates for work performed over 40 hours in a week (or 8 hours a day in California or where mandated by prevailing wage requirements) will be charged at one and one-third (1-1/3) times the stated hourly rates except where collective bargaining agreements or prevailing wage requirements mandate premium time to be paid Saturday, Sunday and Holidays. In such an event, one and one-third (1 - 1/3) time the stated rates or the multiplier mandated by prevailing wage requirements shall be applicable.

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

- C. Travel time will be charged, at stated hourly rates, when employee lodging is more than 50 miles from the project location or when emergency conditions exist that result in one way travel time of 60 minutes or greater. In either case, a minimum of one hour will be charged per individual, each way.
 - D. All documented costs for other applicable travel costs (airfare, rental cars, cab fare, etc.) will be reimbursed to AshBritt at cost plus 10%.
 - E. Per diem and lodging will be charged at a rate of \$100 per employee, per day for all employee classifications
 - F. A minimum surcharge of \$25 per hour will be added to the stated rates for any employee classification whereby their trade is covered by a collective bargaining agreement, or for any employee subject to prevailing wage rates.
 - G. A Remediation Worker (RW) is defined as a person who utilizes a respirator to protect himself/herself from the potential exposure to any hazardous substance, including nuisance dust.
 - H. Warehousemen and drivers supporting the on site work activity will be billed at the General Laborer rate.
14. Equipment Rental Considerations.
- A. **Unscheduled Rental Equipment and Consumables.** For equipment and consumables not listed that is rented for the project by AshBritt the rate invoiced to the Customer will be the rate charged to AshBritt plus 10% + 10%. Freight is excluded.
 - B. **Unscheduled Purchased Equipment.** If special equipment not listed above is purchased for the project the daily rental will be 5% of the purchase price.

Temporary Warehousing Price Schedule

Optional Services: City of Sanibel, Florida

Option 1

Storage Containers

| Description | Rate | Unit |
|---------------|------------|-----------|
| 40' Conex Box | \$3,000.00 | Per month |
| 20' Conex Box | \$2,000.00 | Per month |

Note: Transportation not included.

Option 2

Fabric Structures (Reinforced)

| Description | Rate | Unit |
|---|-------------|-----------------------|
| 82' w x 98' l, 10' side, 23' peak Structure | \$13,603.80 | First month |
| | \$12,595.20 | Each additional month |



Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

\$5,809.29 Per month (6 mo. min.)

Additional Accessories:

| | | |
|-----------------------|------------|----------|
| Gable vent fan | \$5,535.00 | Per fan |
| Manual roll-up door | \$4,305.00 | Per door |
| Single personnel door | \$2,214.00 | Per door |

Note:

1. Transportation and installation are additional. Structure ships on one tractor trailer and takes one-day for install of frame, fabric and lights.

2. Pricing is based on structure size. Workable dimensions are customizable, so pricing will vary depending on situational needs.

Hazardous Materials General Labor Price Schedule

Optional Services: City of Sanibel, Florida

| Title | Level | Abbr. | Rate | Unit |
|----------------------|--------------|-------|----------|----------|
| Project Manager | Upper Level | ULM | \$200.00 | Per hour |
| Mid Level Manager | Middle Level | MLM | \$155.00 | Per hour |
| Professional | Upper Level | ULP | \$145.00 | Per hour |
| | Middle Level | MLP | \$110.00 | Per hour |
| | Lower Level | LLP | \$85.00 | Per hour |
| Technical | Upper Level | ULT | \$97.00 | Per hour |
| | Middle Level | MLT | \$70.00 | Per hour |
| | Lower Level | LLT | \$50.00 | Per hour |
| Secretarial/Clerical | | | \$65.00 | Per hour |
| Equipment Operator | | | \$55.00 | Per hour |
| Laborer | | | \$40.00 | Per hour |
| Per diem | | | \$135.00 | Per day |

Hazardous Materials Equipment/Materials Price Schedule

Optional Services: City of Sanibel, Florida

| Description | Unit | Rate |
|------------------------------------|------|------------|
| 250 gallon Poly Tank | Day | \$111.00 |
| Absorbent Boom -bags | Each | \$132.00 |
| Absorbent Pads - boxes | Each | \$138.00 |
| Air Compressor 185 cfm | Day | \$130.00 |
| Air Compressor Small | Day | \$63.00 |
| Air sampling Vacuum Pump | Day | \$37.00 |
| Bladder Pump | Day | \$99.00 |
| Cement - Bags | Each | \$44.00 |
| Centrifugal Pump/Hoses | Day | \$68.00 |
| Chain saws | Day | \$78.00 |
| Coil Rope | Each | \$37.00 |
| Concrete Saw | Day | \$71.00 |
| Conductivity, ph, thermometer Set | Day | \$30.00 |
| Contaminated Material - total tons | Tons | Cost + 23% |

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

| | | |
|---|----------|------------|
| Core Drill w. 6" bit | Day | \$146.00 |
| Data logger with Transducers | Day | \$188.00 |
| Disposable 1 micron Filter | Each | \$26.00 |
| Dissolved Oxygen Meter | Day | \$47.00 |
| Double Ring Infiltrometer | Day | \$86.00 |
| Drum Roller compactor | Hour | \$169.00 |
| Electric Hand Tools (drill, saw, sander etc) | Ea/day | \$16.00 |
| Explosimeter | Day | \$32.00 |
| Gas Chromatograph, portable | Day | \$498.00 |
| Ground Penetrating Radar | Day | \$1,039.80 |
| Hand Auger | Day | \$14.00 |
| Hand Tools per employee | Day | \$32.00 |
| Harbor Boom | ft/day | \$3.00 |
| High Pressure Steam Cleaner | Day | \$193.00 |
| Mini Excavator | Hour | \$58.00 |
| Oil Water probe | Day | \$50.00 |
| OVA | Day | \$203.00 |
| Plate Compactor | Day | \$127.00 |
| Ponar Dredge sampler | Day | \$68.00 |
| Portable Light stand | Day | \$63.00 |
| Portable Sampler (Peristaltic pump) | Day | \$68.00 |
| Safety Equipment Level C | Day | \$78.00 |
| Safety Equipment Level D | Day | \$156.00 |
| Sediment Sampler | Day | \$40.00 |
| Street Sweeper | Day | \$780.00 |
| Surveying Equipment | Day | \$58.00 |
| Teflon Bailer | Day | \$11.00 |
| Teflon Tubing | Foot | \$4.00 |
| Traffic control Vests cones barriers etc | Day | \$86.00 |
| Turbidity Meter | Day | \$42.00 |
| Visqueen - Rolls | Each | \$136.00 |
| Water level Indicator | Day | \$48.00 |
| Well and Well screens | Each | Cost + 23% |
| Hazardous Materials Equipment/Materials Price Schedule | | |
| Well Point Install | Each | Cost + 23% |
| WellPoint Rental | Day | Cost + 23% |
| workboat w/o motor | Day | \$130.00 |
| YSI Meter/ Multi meter | Day | \$130.00 |
| Personal Protective Equip., Level A (DuPont RS562T) | Per Unit | \$895.00 |
| Personal Protective Equip., Level B (DuPont R3123T) | Per Unit | \$395.00 |
| Personal Protective Equip., Level C (DuPont C2127T) | Per Unit | \$195.00 |
| Cascade Air Filtration Panel | Day | \$140.00 |
| Air Filtration Panel | Day | \$55.00 |
| Airline Respirator | Day | \$210.00 |
| High Hazard Personnel Decontamination | Per Kit | \$40.00 |
| Low Hazard Personnel Decontamination | Per Kit | \$15.00 |
| Personnel Retrieval System | Day | \$140.00 |
| Personnel Retrieval Harness | Day | \$24.00 |
| Combustible Gas Indicator | Day | \$75.00 |
| Toxic Gas Detector | Day | \$150.00 |

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

| | | |
|---|------|------------|
| Photoionization Detector | Day | \$110.00 |
| Hazmat Kit | Day | \$325.00 |
| Hand Auger, Stainless Steel | Day | \$20.00 |
| Hand Operated Transfer Pump | Day | \$65.00 |
| 1" Diaphragm Pump (1") | Day | \$125.00 |
| 2" Diaphragm Pump (2") | Day | \$160.00 |
| 2" Diaphragm Pump S.S. (2" S.S.) | Day | \$275.00 |
| 3" Diaphragm Pump (3") | Day | \$250.00 |
| 6" Diaphragm Pump (6") | Day | \$1,280.00 |
| 1" Suction or Discharge Hose (1") | Day | \$46.00 |
| 2" Suction or Discharge Hose (2") | Day | \$70.00 |
| 3" Suction or Discharge Hose (3") | Day | \$90.00 |
| 6" Suction or Discharge Hose (6") | Day | \$145.00 |
| 2" Chemical Suction or Discharge Hose (2") | Day | \$140.00 |
| 3" Chemical Suction or Discharge Hose (3") | Day | \$180.00 |
| 6" Chemical Suction or Discharge Hose (6") | Day | \$650.00 |
| Diesel Powered Generator 60-80kw | Day | \$245.00 |
| Electrical Cord Station 50' | Day | \$35.00 |
| Spike Bar | Each | \$40.00 |
| Airless Spray (With operator) | Day | \$275.00 |
| Pressure Washer (With operator) | Day | \$255.00 |
| Water hose Section (Garden) | Each | \$35.00 |
| Cutting Torch (With operator) | Day | \$175.00 |
| Wire Welder (With operator) | Day | \$225.00 |
| Air Blower (With operator) | Day | \$175.00 |
| HEPA Vac (With operator) | Day | \$480.00 |
| Barrel Cart | Day | \$15.00 |
| Wheelbarrow | Day | \$15.00 |
| Oil Dry Spreader | Day | \$18.00 |
| Traffic Control Vest, Cones, Flags, Barrels, etc | Day | \$225.00 |
| Drill w/ Bits | Day | \$40.00 |
| Grounding Cable and Rod | Day | \$15.00 |
| Circular Saw | Day | \$30.00 |
| Hand Tool per employee *(shovels, brooms etc.) | Day | \$30.00 |
| Hazardous Materials Equipment/Materials Price Schedule | | |
| Tool Kit (Hammers, Pliers, Screwdrivers) | Day | \$45.00 |
| Wrench Kit (Bung wrench, speed, etc) | Day | \$25.00 |
| Step Ladder | Day | \$9.50 |
| Extension Ladder | Day | \$11.50 |
| Photographic Equipment | Day | \$125.00 |
| Level A Suit (Kappler Responder) | Each | \$800.00 |
| Level B Suit (Kappler Responder) | Each | \$350.00 |
| Level C Suit (Kappler Responder) | Each | \$225.00 |
| Tyvek Coveralls (DuPont) | Each | \$25.00 |
| Proshield (DuPont NG127s) | Each | \$85.00 |
| Saranex (DuPont SL127T) | Each | \$95.00 |
| Acid Suit | Each | \$95.00 |
| Rain Suit | Each | \$35.00 |
| Neoprene Gloves, Pair | Pair | \$12.00 |
| Nitrile Gloves, Pair | Pair | \$8.00 |

Attachment 2(B)
 Agreement for Disaster Recovery Services
 Pricing Schedule

| | | |
|---|------------|----------|
| Silvershield Gloves | Pair | \$12.00 |
| PVC Gloves | Pair | \$7.50 |
| Cotton or Latex Gloves | Pair | \$8.50 |
| Leather Work Gloves | Pair | \$12.50 |
| PVC Boots (Haz Mat) | Pair | \$32.50 |
| Boot Covers | Pair | \$15.00 |
| Hearing Protection | Pair | \$8.00 |
| Detector Tubes | Each | \$18.00 |
| Ph Paper | Pack | \$25.00 |
| Spill Classifier | Each | \$15.00 |
| Respirator Airline 50' Section | Each | \$175.00 |
| Respirator Cartridges | Pair | \$35.00 |
| Handheld Radios | Each | \$75.00 |
| 5"x10' Absorbent Boom-Petroleum (CEP-WB510) | Bale of 4 | \$105.00 |
| 8"x10' Absorbent Boom-Petroleum (CEP-WB810) | Bale of 4 | \$155.00 |
| 3"x 12' Absorbent Boom-Universal (CEP-HAZSOCIO) | Bale of 4 | \$70.00 |
| Absorbent Pads Bundle-Petroleum (CEP-WP100H or equal) | Bundle | \$87.50 |
| Absorbent Pads Bundle-Universal (CEP-OPP15 or equal) | Bundle | \$132.50 |
| Oil Dry (CEP-FLAB50 or equal) | Bag (40lb) | \$15.00 |
| Peat Moss (CEPEXSORB or equal) | Bag | \$35.00 |
| Vermiculite (CEP-VERM4 or equal) | Bag | \$30.00 |
| Soda Ash Bag (CEP-SODASH or equal) | Bag | \$30.00 |
| 4 mil 20x100 polyethylene (4 mil) | Roll | \$47.50 |
| 6 mil 20x100 polyethylene (6 mil) | Roll | \$62.50 |
| 6 mil bags (6 mil) | Case | \$55.00 |
| Duct Tape (N/A) | Roll | \$6.00 |
| 55 Gallon Drum Overoak (CEP-1230YE or equal) | Each | \$110.00 |
| 55 Gallon Drum Liners (10 mil) | Each | \$225.00 |
| Fiber Drums (55 gallon) | Each | \$55.00 |
| 30 Gallon Overpak (CEP-1230YE or equal) | Each | \$115.00 |
| 95 Gallon Overpak (CEP-1237YE or equal) | Each | \$275.00 |
| DOT Hazardous Waste Labels (DOT) | Box | \$35.00 |
| Fire Extinguisher | Each | \$75.00 |
| Caution/Hazard Tape | Roll | \$28.00 |
| Hazardous Materials Equipment/Materials Price Schedule | | |
| Respirator Wipes | Box | \$20.00 |
| ChemTape , 10' roll (Kappler) | Roll | \$15.00 |

Note:

Any other equipment used by subcontractor will be charged at Subcontractor rate plus 23% (or negotiated, TBD).

NOTICE TO PROCEED

TO:

FROM: City of Sanibel

Consistent with the Agreement for Disaster Recovery Services executed by the
aforementioned parties on _____, the City hereby executes
a Notice to Proceed to _____ for

_____.

The City's representative for coordinating with

_____ is Scott Krawczuk, Acting Director of Public
Works.

AUTHORIZATION:

Judith A. Zimomra
City Manager

Date