

TAB 7



City of Palmetto Agenda Item

Meeting Date

5/17/10

Presenter: Allen R. Tusing

Department: Public works

Title:

Agreement for Disaster Recovery Services (Debris Removal)

The city on November 15, 2004 entered into an agreement with Grubbs for debris removal after an event such as a hurricane or other disasters. The agreement was for a period of 5 years. It expired on November of 2009 and we have been working through the process to bid these services out. With the upcoming Hurricane Season before us we will not have the process completed in the event we have an early hurricane. The agreement allowed for an extension of five years. The department only wants to extend the agreement for one year to allow us to complete the bid process for the following years agreement. We have had this reviewed by the attorney's office and as long as all scope and terms remain the same with no revisions from the previous agreement an extension would be fine. Grubbs has agreed to maintain the exact terms as the original November 2004 agreement.

Budgeted Amount: \$0.00 **Budget Page No(s):** **Available Amount:** \$0.00 **Expenditure Amount:** \$0.00

Additional Budgetary Information: There are no budgeted numbers as any expenses we would incur would be reimbursable through FEMA

Funding Source(s): **Sufficient Funds Available:** Yes No **Budget Amendment Required:** Yes No **Source:**

City Attorney Reviewed: Yes No N/A **Advisory Board Recommendation:** For Against N/A **Consistent With:** Yes No N/A

Potential Motion/Direction Requested: Approve the extension of the Grubbs Agreement for Disaster Recovery Services for one year and authorize the Mayor to sign the agreement.

Staff Contact: Allen R. Tusing atusing@palmettofl.org 941-723-4580

Attachments: Grubbs November 2004 Agreement



May 5, 2010

City of Palmetto
600 17th Street West
Palmetto, FL 34221
941.416.1900 / 941.723.4576 fax

RE: Pre-Event Contract Renewal

Dear Shirley Grover Bryant,

The 2010 storm season is almost upon us. The City of Palmetto has piggy back Manatee County contract. It is time to renew your contract with Grubbs Emergency Services for Emergency Debris Management Services. You have a annual renewal option.

This letter serves as a request from Grubbs Emergency Services, LLC to the City Palmetto to renew the agreement for Emergency Debris Management services for a period of one (1) years from the date of execution. All terms and conditions of this contract will remain the same for the period of this renewal.

If the terms of this renewal are acceptable, please sign this document and return to Grubbs Emergency Services, LLC so that we may execute a new agreement.

If you have any questions regarding this proposal, please give me a call. Thank you in advance for taking the time to consider this request.

Respectfully,

A handwritten signature in black ink, appearing to be "BT", written over a horizontal line.

Brian Thomason Vice President

City of Palmetto

Date: 5.5.201

Date: _____

AGREEMENT FOR DISASTER RECOVERY SERVICES

THIS AGREEMENT made and entered into this 15th day of November, 2004, by and between the City of Palmetto, located in Manatee County, as a political subdivision of the State of Florida, hereinafter referred to as "CITY" and GRUBBS EMERGENCY SERVICES, L.L.C., hereinafter referred to as "CONTRACTOR"

WHEREAS, the 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 tornadoes as well as other natural and/or manmade disasters (Events); and

WHEREAS, it is foreseen that it may be necessary to provide for debris removal and disaster recovery technical assistance to appointed and elected officials within the CITY, resulting from these Events; and

WHEREAS, the CITY has determined after extensive research efforts in the disaster recovery market, that the CONTRACTOR meets selection criteria in regard to integrity, reputation, and financial stability and the services offered will be provided to the CITY; it is further understood that CONTRACTOR will perform as primary contractor for all operations outlined in this Agreement and other supporting documentation.

NOW, THEREFORE, CONTRACTOR, for and in consideration of the sum One Hundred Dollars and no/100 (\$100.00), and for other good and valuable considerations acknowledged by the parties, said parties hereto agree as to the following:

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 or significant damage to improved public or private property, and; (3) that which is considered essential to ensure economic recovery of the affected community 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 designated representative of the CITY.

Specifically, the Scope of Services will include the items listed in Attachment 1 and priced in Attachment 2 and Attachment 3 of this Agreement under the corresponding heading.

SCOPE OF SERVICES TWO – TECHNICAL DISASTER RECOVERY ASSISTANCE

It is the 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 priced in Attachment 2 of this Agreement under the corresponding heading.

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.

PERMITS AND REGULATIONS

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

SUPERVISION BY CONTRACTOR

The CONTRACTOR will supervise and direct all Services. The CONTRACTOR is solely responsible for the means, methods, techniques, sequences, safety program and procedures. The CONTRACTOR will employ and maintain on the work site a qualified supervisor(s) 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.

CHANGES IN SERVICES

The CITY and CONTRACTOR may at any time order changes within the Scope of Services without invalidating this Agreement. All changes affecting the project's costs or modifications of the terms, conditions, and the Scopes of Services of this 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.

TERM OF AGREEMENT

The term of this Agreement shall be for five consecutive years beginning on the date of acceptance by and signatures of the CITY and CONTRACTOR, whichever comes later.

RENEWAL OF AGREEMENT

This Agreement may be renewed on a five-year basis after a concurrence of both parties on any negotiated changes to the terms and specifications contained in this Agreement. Attachment 2 and Attachment 3 of this Agreement may be reviewed on an annual basis. Amended unit costs may be submitted by CONTRACTOR to CITY to reflect the current disaster recovery market value of services listed in Attachment 1 and priced in Attachment 2 and Attachment 3 of this Agreement. Such amendments shall become part of this Agreement after a concurrence and signature of both parties.

TERMINATION

Either party upon 90 days written notice to the other party may terminate this Agreement.

INSURANCE AND BONDS

CONTRACTOR shall name the CITY as additional insured on CONTRACTOR'S insurance policies. CONTRACTOR shall maintain the following insurance limits:

Worker's Compensation - Statutory Limits of the State of Florida (or the applicable State at the time of an event);

General Liability – One Million Dollars (\$1,000,000.00) any single occurrence;

Additional Liability Umbrella – Five Million Dollars (\$5,000,000.00) per occurrence;

Automobile – One Million Dollars (\$1,000,000.00)

CONTRACTOR shall provide CITY a Certificate of Insurance evidencing such coverage.

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.

CERTIFICATES OF INSURANCE

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.

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.

SUBCONTRACTING

The CONTRACTOR shall be fully responsible to CITY for the acts and omissions for 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.

Nothing contained in this Agreement shall create any contractual 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.

The CONTRACTOR shall not use a subcontractor or material supplier if the CITY has submitted to CONTRACTOR a written objection to that subcontractor , and shall make all reasonable attempts to subcontract with local firms currently doing business within the CITY and/or Manatee County, Florida. All subcontractors will operate in strict accord with Subcontracting Plans and Policies, attached hereto and incorporated herein as Attachment 4, as well as local, State, and Federal laws governing this type of work.

CITY OBLIGATIONS

The CITY shall furnish all information and documents necessary for the commencement of work, to include valid written Notices to Proceed. A representative will be designated by the CITY to be the primary contact person for inspecting the work and answering any on-site questions prior to and after activation of this Agreement via a Notice to Proceed. Providing inspectors for the monitoring of debris operations shall be the responsibility of the CITY, as required by Federal law and policy governing those specific operations.

The primary contact for the City shall be: RISK MANAGER.

PAYMENT

Payment to the CONTRACTOR by the CITY will not be contingent on funding from any source. Payment shall follow the time parameters outlined in the section titled "Contractor Invoicing" of this Agreement.

ENTIRE AGREEMENT

This Agreement and Attachments referred to herein, contain the entire Agreement of the parties, and there are no other binding promises or conditions in any other Agreement whether oral or written.

JURISDICTION/VENUE

The laws of the State of FLORIDA shall govern this Agreement. Venue of this Agreement shall be in Manatee County, FLORIDA.

ON BEHALF OF:
CITY OF PALMETTO
MANATEE COUNTY, FLORIDA

By: Lawrence E. Bustle, Jr.
Lawrence E. Bustle, Jr., Mayor

Date: NOVEMBER 16, 2004

ATTEST:
J.E. Free, Jr.
J.E. Free, Jr., City Clerk

ON BEHALF OF:
GRUBBS EMERGENCY SERVICES, L.L.C.

By: W. J. C.
Title: Vice President chief manager

ATTEST:

Secretary

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 16th December 2000, by NY TOGLIA, as Chief manager of GRUBBS EMERGENCY SERVICES, L.L.C., a Nevada Limited Liability Corporation, on behalf of the Corporation.

He/she is personally known to me or has produced _____ as identification.



Tracil Smith
Notary Public

AGREEMENT FOR DISASTER RECOVERY SERVICES

Attachment 1

Scope of 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:

SCOPE OF SERVICES ONE – DEBRIS REMOVAL

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. Once this task is accomplished, the following tasks will begin as required.

Debris Removal from Public Property (Rights-of-way)

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

Debris Removal from Public Property (Special Considerations)

The Contractor will operate beyond public rights-of-way only as identified by and directed by the CITY. Operations beyond the rights-of-way on public property will be only as necessary to abate imminent and significant threats to the public health and safety of the community. These operations will be closely monitored and will be in strict compliance with 44 CFR 206.224, *Debris Removal*, regarding eligibility.

Debris Removal from Private Property (Right-of Entry Program)

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 removal of debris from private property. Upon receipt of completed right of entry form, and hold harmless agreement from private property owner's, and execution of the non-duplication of benefits agreement from the CITY, the CONTRACTOR shall remove all eligible debris, 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 (Rights-of-way) shall commence. The CITY feels that it is potentially in the best interest of the health and safety of its citizens to provide this service. 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 appropriate use standards, safety standards, and regulatory requirements.

Hazardous Stumps

As identified and directed by the CITY, the CONTRACTOR shall remove all hazardous stumps that pose a threat to life, public health and safety, as identified by the CITY, and haul each stump to the TDSRS's. Each stump shall be inspected by the CITY and CONTRACTOR and documented as to the appropriate category of size.

Fill Dirt

As identified and directed by the CITY, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment, holes created by removal of hazardous stumps, and other areas that pose an imminent and significant threat to public health and safety.

Temporary Debris Staging and Reduction (TDSRS)

The CONTRACTOR will, prepare and maintain TDSRS's to accept and process all eligible storm debris; maintain the TDSRS approach and interior road(s) for the entire period of debris hauling; will provide stone for any roads that require stabilization for ingress and egress; will build and maintain a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of every load in and out which shall be further defined in documentation section below; will process all debris in accordance with all local, State and Federal rules, standards, and regulations. Processing may include, but is not be limited to, reduction by tub grinding and/or incineration when approved. 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.

TDSRS Site Reclamation

Site reclamation shall be accomplished in accordance with all Federal, State and local laws, standards and regulations; Site reclamation shall be accomplished in accordance with the CONTRACTOR's *Debris Removal Operations Plan* and *Environmental Protection Plan*.

Disaster Event Generated Hazardous Waste 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 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*. Freon recovery will be treated as a hazardous material and handled in accordance with the aforementioned Plan

and Regulations. Prices for this Service will be negotiated at time of Event dependent upon types of materials, quantities and hazards present. Prices shall be attached to the Agreement in the form of a Memorandum for the Record.

Sand Screening

The CONTRACTOR shall screen all sand as directed by the CITY, to remove all eligible debris. 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 located above for Debris Removal from Public Property (Rights-of-way).

Debris Disposal

The CONTRACTOR shall dispose of all eligible 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 acceptance 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 or tons depending on terms of the executed Agreement.

Documentation and Inspections

All storm debris shall be subject to inspection by the CITY or any public authority. Inspections shall be to ensure 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 and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS's. The CONTRACTOR and the CITY will monitor the material to determine that it in fact consists 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 shall establish and record each haul truck's certified cubic yard capacity. 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 ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.

Priority of Work Areas

The CITY will establish and approve all areas that the CONTRACTOR will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The CONTRACTOR shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. 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.

Working Hours

All activity associated with gathering and loading of eligible debris shall be performed during 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. The CONTRACTOR shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

White Goods

The CONTRACTOR may expect to encounter white goods available for disposal. White goods will constitute 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.

SCOPE OF SERVICES TWO –
TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE

SEE NOTE (1)

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 account 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 records system for applicability to Federal and State requirements
 - ii) Orientation and training of Department/Division Heads 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
- d) Other representations as may be requested / required

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

AGREEMENT FOR DISASTER RECOVERY SERVICES
Attachment 2

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 a dollar amount represent a unit cost for materials or an hourly rate for personnel and equipment services. Costs denoted by a unit price denote the cost per cubic yard to provide the appropriate services of debris removal.

CONTRACTOR INVOICING

The CONTRACTOR may invoice the CITY not more than once every fifteen (15) days. The payment request shall be filled out and signed by the CONTRACTOR covering the work performed during the invoice period 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 audit requirements outlined in the Code of Federal Regulation, Title 44. Payment to the CONTRACTOR for services outlined in this Agreement shall not be contingent on funding from any source.

**COSTS FOR SCOPE OF SERVICES ONE –
DEBRIS REMOVAL**

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

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 that 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. 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 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.

The CONTRACTOR shall receive Fifteen Dollars (\$15.00) per cubic yard that is picked up and hauled from public property (rights-of-way) to a temporary debris storage and reduction site (TDSRS) by the CONTRACTOR.

The CONTRACTOR shall receive Five Dollars (\$5.00) per cubic yard for reducing (grinding or burning) of debris that is deposited at the temporary debris storage and reduction site (TDSRS) by the CONTRACTOR.

All debris hauled to the TDSRS by any other parties (such as residents) and processed (grinding or burning) by the CONTRACTOR shall be invoiced at Five Dollars (\$5.00) per cubic yard.

For each load approved by the City and disposed of by the CONTRACTOR, the CONTRACTOR shall receive Five Dollars and 00/100 (\$5.00) per cubic yard for hauling to the final disposal site. Disposal costs (Tipping Fees) shall be invoiced to the CITY by the CONTRACTOR based on the actual current tipping fee at the time of disposal. This reference of cost does not preclude the CONTRACTOR from utilizing alternative disposal sites as agreed by both parties (See Attachment 1, Page 5, *Debris Disposal*, of this Agreement).

Demolition Material

The cost for disposal of material generated from demolition operations will be negotiated at the time of event based on distance of haul and tipping fees to provide the CITY with reasonable cost. The cost will be negotiated by the ton.

Site Remediation

TDSRS site reclamation will be negotiated at the time of the event.

Measurement and Payment for Emergency Road Clearance, Demolition of Structures, Debris Removal from Private Property, and Special Considerations on Public 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 3 to this Agreement. A not-to-exceed amount shall be placed upon any specific work performed at an hourly rate.

The CITY and the CONTRACTOR shall have inspectors in the field with each work crew to monitor, record, and sign timesheets 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.

Hazardous Stumps

The removal and hauling of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires unique documentation and costing. The CITY and CONTRACTOR will measure each stump three (3) feet above normal ground level, to determine the diameter of the trunk. Once the diameter is established, the stump will be physically removed by the best means available. The stump will be photo documented by the CITY and recorded on a specific stump log provided by the CONTRACTOR.

The CONTRACTOR shall invoice the CITY for hazardous stump and root removal and hauling to the TDSRS utilizing the following categories:

Up to but less 6 inch diameter-	\$ 250.00 per stump
6 inch diameter and up, but less than 12 inches-	\$ 500.00 per stump
12 inch diameter and up, but less than 24 inches-	\$1,000.00 per stump
24 inch diameter and up, but less than 48 inches-	\$1,500.00 per stump
Equal to or greater than 48 inch diameter-	\$2,000.00 per stump

Fill Dirt

The CONTRACTOR shall invoice the CITY market price for acquiring back-fill material to level holes that pose immediate threats to the life, health and safety of the community. The fill will be quantified by the cubic yard.

Placement of the back-fill material will be invoiced utilizing the hourly rates listed in Attachment 3 of this Agreement.

**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.

AGREEMENT FOR DISASTER RECOVERY SERVICES Attachment 3

Hourly rates to be applied to Services as referenced In Attachment 2 of this Agreement

Equipment / Personnel	Unit	Unit Price
Traffic Control Personnel	Hour	\$24.80
Laborer	Hour	\$24.80
Survey Person w/ Truck	Hour	\$24.80
Inspector w/ Vehicle	Hour	\$24.80
Operator w/ Chainsaw	Hour	\$28.00
Safety Man	Hour	\$32.00
Foreman with truck	Hour	\$44.00
Superintendant with Truck	Hour	\$52.00
Climber w/Gear	Hour	\$76.00
5-14 CY Dump Truck	Hour	\$60.00
Tractor w/ Boxblade	Hour	\$40.00
Bobcat Loader	Hour	\$48.00
Transports	Hour	\$72.00
Rubber-Tired Backhoe	Hour	\$72.00
15-24 CY Dump Trucks	Hour	\$68.00
25-34 CY Dump Trucks	Hour	\$76.00
35-44 CY Dump Trucks	Hour	\$80.00
45-54 CY Dump Trucks	Hour	\$84.00
55-64 CY Dump Trucks	Hour	\$88.00
65-74 CY Dump Trucks	Hour	\$92.00
75 + CY Dump Trucks	Hour	\$96.00
Trackhoe 690 J.D.	Hour	\$96.00
Motor Grader	Hour	\$88.00
Water Truck (4000 Ga.)	Hour	\$80.00
D-4 Dozer	Hour	\$80.00
D-5 Dozer	Hour	\$88.00
D-6 Dozer	Hour	\$96.00
D-7 Dozer	Hour	\$128.00
D-8 Dozer	Hour	\$176.00
Feller Bunchers 611 Hydro-Ax	Hour	\$88.00
Skidders 648E	Hour	\$104.00
Front End Loader 544	Hour	\$88.00
Front End Loader 644	Hour	\$96.00
Prentice Knuckleboom Loader	Hour	\$112.00
50 foot Bucket truck	Hour	\$112.00
30 ton + crane	Hour	\$136.00
Diamond Z or Equiv. Tub Grinder	Hour	\$440.00
Fill Dirt		Market Price

ATTACHMENT 4

FYI



Subcontracting Policy

It is the published policy of Grubbs Emergency Services that all Subcontracting agreements shall include the standard contracting language and at least the following stipulations:

1. Grubbs Emergency Services will give local subcontractors preference for employment during disaster recovery projects. Subcontracting goals will be set as identified by the city once project parameters are realized.
2. The work to be performed shall be commenced within 24 hours after Subcontractor is notified.
3. In the event a Subcontractor fails to start the project, or is unable to supply sufficient skilled workmen or materials, to the satisfaction of Grubbs Emergency Services, then Grubbs Emergency Services may terminate the employment of Subcontractor.
4. Grubbs Emergency Services shall pay the Subcontractor monthly progress payments within fifteen (15) days after Grubbs Emergency Services receives payment for approved work by Subcontractor from the Owner.
5. Final payment to Subcontractor will not be made until necessary Waiver of Liens, Releases and Closeout Documents required by the Owner.
6. All payments due Subcontractors shall take place at the Grubbs Emergency Service corporate office located in Brooksville, Florida.
7. Prior to starting work, the Subcontractor shall obtain the required insurance from a responsible insurer and furnish satisfactory evidence to Grubbs Emergency Services.
8. All applicable Local, State and Federal Safety Regulations are to be observed and enforced by Subcontractor at all times.
9. Subcontractor shall not assign this Subcontract without the written consent of Grubbs Emergency Services.
10. Subcontractor shall furnish periodic progress reports as mutually agreed.
11. Subcontractor shall pay for all materials, equipment and labor used in, or in connection with the performance of this Subcontract.
12. Subcontractor shall give all notices and comply with all Federal, State and Local tax laws, social security acts, unemployment compensation acts and worker's compensation acts insofar as applicable to the performance of this Subcontract.
13. Subcontractor shall take all reasonable safety precautions with respect to his work, comply with all safety measures initiated by Grubbs Emergency Services and comply with all applicable laws, ordinances, rules and orders of any public authority.
14. Subcontractor shall make all claims promptly to Grubbs Emergency Services for additional cost, extensions of time, damages for delays or other causes in accordance with Contract Documents.

15. To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless Owner, Architect/Engineer and Grubbs Emergency Services and all their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of Subcontractor's work under this Subcontract.

Ron Koper
Risk Manager / Safety Director