

EXHIBIT A

The following is a listing of services and/or tasks to be provided by CONTRACTOR to Government (hereinafter "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) and private streets.

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) from public property and rights-of-way, and private streets 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 Exhibit B(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 to 72 hours of the issuance of the Notice to Proceed, the CONTRACTOR will have two 800 KW generators 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.

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

CONTRACTOR acknowledges, understands in entering into this Agreement that CITY selected two (2) qualified bidders for disaster recovery services, that CITY will enter into contracts with both qualified bidders, and that it is CITY’S intent to provide a Notice to Proceed to either CONTRACTOR or the other contracted qualified bidder, or to both 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. OTHER AGREEMENTS; CONTRACT SUBJECT TO STATE AND
FEDERAL LAWS

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.

This Contract is subject to State and Federal Laws. The Federal laws applicable to and incorporated into this Contract are 2 C.F.R. 200.326 as described in Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards. Further, Contractor hereby declares that Contractor, its principles, and its subcontractors are not currently debarred or suspended by federal or state law.

12. 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 Deputy Public Works Director, Scott Krawczuk, 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 Deputy Public Works Director, CITY will authorize a designee in writing.

EXHIBIT B(1)

The following is a listing of costs for technical services and/or tasks to be provided by CONTRACTOR to Government (hereinafter "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 properly completed 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, consistent with its Prompt Payment Policy, make payment to CONTRACTOR within forty-five (45) days from the date of receipt of a properly completed payment application. 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 Exhibit B(2), 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 Exhibit A, Page 4, Debris Disposal, of this Agreement). The CONTRACTOR at no additional charge to the CITY shall accomplish Temporary Debris Staging and Reduction Site (TDSRS) Reclamation, since the cost of this service is included in the cost listed above in this paragraph and Exhibit B(2).

(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 Exhibit B(2) 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 Exhibit B(2).

The CONTRACTOR shall invoice the CITY on a per cubic yard basis at the prices set forth in Exhibit B(2) 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 Exhibit B(2) 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 Exhibit B(2).

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, Exhibit B(2) 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 \$ 0 per hour.

EXHIBIT B (2) - Unit Rate Schedule

| ROW Debris | | | | |
|------------------------------|---|-----------------|-----------------|------------|
| Item No. | Description | Haul Distance | Unit of Measure | Unit Price |
| 1 | Eligible ROW Vegetative Debris Removal (Collect & Haul) - Work consists of removal and transport of vegetative debris on the ROW to an approved DMS or other designated disposal facility. | 0-10 Miles | PER CY | \$8.68 |
| 2 | | 10.1 - 20 Miles | PER CY | \$9.24 |
| 3 | | 20.1 - 30 Miles | PER CY | \$10.24 |
| 4 | | 30.1+ Miles | PER CY | \$11.24 |
| 5 | Eligible ROW C&D Debris Removal (Collect and Haul) - Work consists of removal and transport of C&D debris on the ROW to a designate disposal facility. | 0-10 Miles | PER CY | \$8.92 |
| 6 | | 10.1 - 20 Miles | PER CY | \$9.64 |
| 7 | | 20.1 - 30 Miles | PER CY | \$10.64 |
| 8 | | 30.1+ Miles | PER CY | \$12.64 |
| 9 | Eligible Demolition, Removal and Transport of Non-RACM Structures - Work consists of all labor, equipment, fuel and miscellaneous costs necessary to demolish structures on public or private property and trnsportation to an approved final disposal site. | 0-10 Miles | PER CY | \$18.92 |
| 10 | | 10.1 - 20 Miles | PER CY | \$19.92 |
| 11 | | 20.1 - 30 Miles | PER CY | \$20.92 |
| 12 | | 30.1+ Miles | PER CY | \$22.92 |
| 13 | Eligible Demolition, Removal and Transport of RACM Structures - Work consists of all labor, equipment, fuel and miscellaneous costs necessary to demolish structures on public or private property and trnsportation to an approved final disposal site. | 0-10 Miles | PER CY | \$23.92 |
| 14 | | 10.1 - 20 Miles | PER CY | \$24.92 |
| 15 | | 20.1 - 30 Miles | PER CY | \$26.92 |
| 16 | | 30.1+ Miles | PER CY | \$27.92 |
| DMS Management and Reduction | | | | |
| Item No. | Description | Haul Distance | Unit of Measure | Unit Price |
| 17 | DMS Management and Operations | N/A | PER CY | \$1.32 |
| 18 | Reduction Through Grinding - Work consists of the management and operation of DMS(s) for acceptance, management, segregation, staging and reduction of disaster related debris through grinding. | N/A | PER CY | \$3.42 |
| 19 | DMS Management and Operation and Reduction Through Air Curtain Incineration - Work consists of management and operation of DMS(s) for acceptance, management, segregation, staging and reduction of disaster related debris through air curtain incineration. | N/A | PER CY | \$2.12 |
| 20 | DMS Management and Operations and Reduction Through Controlled Open Burning - Work consists of management and operation of DMS(s) for acceptance, management, segregation, staging and reduction of disaster related debris through controlled open burning. | N/A | PER CY | \$1.12 |
| 21 | DMS Management and C&D Reduction by compaction. | N/A | PER CY | \$0.98 |
| 22 | Haul-Out of Reduced Debris to a Designatd Final Disposal Site - Work consists of loading and transport of reduced debris from DMS to a final disposal facility | 0-20 Miles | PER CY | \$3.68 |
| 23 | | 20.1 - 40 Miles | PER CY | \$4.68 |
| 24 | | 40.1 - 60 Miles | PER CY | \$6.86 |
| 25 | | 60.1+ Miles | PER CY | \$8.68 |

| Tree Work | | | | |
|---------------------------|--|-----------------|-----------------|------------|
| Item No. | Description | Haul Distance | Unit of Measure | Unit Price |
| 26 | Removal of Eligible Hazardous Trees - Work consists of removing hazardous trees. 6 inch - 12.99 inch diameter | N/A | PER TREE | \$60.00 |
| 27 | Removal of Eligible Hazardous Trees - Work consists of removing hazardous trees. 12 inch - 23.99 inch diameter | N/A | PER TREE | \$115.00 |
| 28 | Removal of Eligible Hazardous Trees - Work consists of removing hazardous trees. 24 inch - 35.99 inch diameter | N/A | PER TREE | \$180.00 |
| 29 | Removal of Eligible Hazardous Trees - Work consists of removing hazardous trees. 36 inch - 47.99 inch diameter | N/A | PER TREE | \$260.00 |
| 30 | Removal of Eligible Hazardous Trees - Work consists of removing hazardous trees. 48 inch or larger diameter | N/A | PER TREE | \$350.00 |
| 31 | Removal of Eligible Hazardous Limbs - Work consists of removing (cutting) hazardous limbs from trees - unit price per tree. | N/A | PER TREE | \$96.50 |
| 32 | Removal of Hazardous Stumps - Work consists of the removing hazardous stumps, backfill, transport and final disposal - all inclusive price. 24 inch to 36.99 inch diameter | N/A | PER STUMP | \$250.00 |
| 33 | Removal of Hazardous Stumps - Work consists of the removing hazardous stumps, backfill, transport and final disposal - all inclusive price. 37 inch to 48.99 inch diameter | N/A | PER STUMP | \$350.00 |
| 34 | Removal of Hazardous Stumps - Work consists of the removing hazardous stumps, backfill, transport and final disposal - all inclusive price. 49 inch and larger diameter | N/A | PER STUMP | \$450.00 |
| Demolition | | | | |
| Item No. | Description | Haul Distance | Unit of Measure | Unit Price |
| 35 | Eligible Demolition, Removal and Transport of Non-RACM Structures - Work consists of all labor, equipment, fuel and miscellaneous costs necessary to demolish structures on public or private property and transportation to an approved final disposal site. Resulting debris to be hauled at ROW rates. | N/A | PER CY | \$13.92 |
| 36 | Eligible Demolition, Removal and Transport of RACM Structures - Work consists of all labor, equipment, fuel and miscellaneous costs necessary to demolish structures on public or private property and transportation to an approved final disposal site. Resulting debris to be hauled at ROW rates. | N/A | PER CY | \$18.92 |
| Waterway and Beach Debris | | | | |
| Item No. | Description | Haul Distance | Unit of Measure | Unit Price |
| 37 | Eligible Water Based Vegetative Debris Removal - Work consists of all labor, equipment, fuel and miscellaneous costs for removal staging, segregation, loading / transportation of water based debris at an approved DMS or Final Disposal Facility. | 0 - 5 Miles | PER CY | \$162.50 |
| 38 | | 5.1 - 10 Miles | PER CY | \$163.50 |
| 39 | | 10.1 - 20 Miles | PER CY | \$164.50 |
| 40 | | 20.1+ Miles | PER CY | \$166.50 |
| 41 | Eligible Water Based C&D Debris Removal - Work consists of all labor, equipment, fuel and miscellaneous costs for removal staging, segregation, loading / transportation of water based debris at an approved DMS or Final Disposal Facility. | 0 - 5 Miles | PER CY | \$162.50 |
| 42 | | 5.1 - 10 Miles | PER CY | \$163.50 |
| 43 | | 10.1 - 20 Miles | PER CY | \$164.50 |
| 44 | | 20.1+ Miles | PER CY | \$166.50 |
| 45 | Eligible Beach Debris Removal - Work consists of all labor, equipment, fuel and miscellaneous costs for removal staging, segregation, loading / transportation of beach based debris at Client Provided access points and hauled to DMS or Final Disposal Facility. Mileage is measured from access point to DMS or Final Disposal Facility. | 0 - 5 Miles | PER CY | \$24.86 |
| 46 | | 5.1 - 10 Miles | PER CY | \$26.86 |
| 47 | | 10.1 - 20 Miles | PER CY | \$28.86 |
| 48 | | 20.1+ Miles | PER CY | \$30.86 |

| Silt and Sand Removal | | | | |
|-----------------------|---|-----------------|-----------------|------------|
| Item No. | Description | Haul Distance | Unit of Measure | Unit Price |
| 49 | Eligible Sand, Silt and Debris Removal from Detention / Retention Structures - Work consists of the removal and disposal of eligible sand, silt and debris from detention / retention structures. | 0 - 5 Miles | PER CY | \$22.98 |
| 50 | | 5.1 - 10 Miles | PER CY | \$24.98 |
| 51 | | 10.1 - 20 Miles | PER CY | \$26.98 |
| 52 | | 20.1+ Miles | PER CY | \$30.98 |
| 53 | Eligible Sand Removal - Work consists of the removal of eligible sand removal from ROW or public property, hauling to a processing screen, screening sand and stockpiling sand at processing site or hauling to a designated area. | 0 - 5 Miles | PER CY | \$28.86 |
| 54 | | 5.1 - 10 Miles | PER CY | \$29.46 |
| 55 | | 10.1 - 20 Miles | PER CY | \$30.46 |
| 56 | | 20.1+ Miles | PER CY | \$31.46 |
| 57 | Eligible Private Property Sand Removal - Work consists of the removal of eligible sand removal from private property, hauling to a processing screen, screening sand and stockpiling sand at processing site or hauling to a designated area. | 0 - 5 Miles | PER CY | \$31.86 |
| 58 | | 5.1 - 10 Miles | PER CY | \$32.46 |
| 59 | | 10.1 - 20 Miles | PER CY | \$33.46 |
| 60 | | 20.1+ Miles | PER CY | \$34.46 |
| Specialty Debris | | | | |
| Item No. | Description | Haul Distance | Unit of Measure | Unit Price |
| 61 | Eligible Household Hazardous Waste Removal, Transportation and Disposal - Work consists of the removal, transportation and disposal of eligible household hazardous waste (HHW). | N/A | PER POUND | \$6.98 |
| 62 | Eligible Passenger Vehicle Removal from ROW and hauled to Client provided site (2 Axel Vehicle) | N/A | PER UNIT | \$250.00 |
| 63 | Eligible Small Motorized Equipment Removal and Disposal - Work consists of collection, oil and fuel recovery and disposal and recycling at an approved facility | N/A | PER UNIT | \$75.00 |
| 64 | Eligible White Goods Removal and Recycling - Work consists of all labor, equipment, fuel and miscellaneous costs for removal, transportation and recycling of white goods. | N/A | PER UNIT | \$50.00 |
| 65 | Refrigerant recovery and decontamination. | N/A | PER UNIT | \$35.00 |
| 66 | Eligible Electronic Waste (E-Waste) - Work consists of the removal, transporation to approved staging area and packaging for recycling. | N/A | PER UNIT | \$30.00 |
| 67 | Eligible Dead Animal Carcasses - Work consists of the recovery and disposal of dead animal carcasses. | N/A | PER POUND | \$2.00 |
| 68 | Fourth and Final Pass (LAST PASS) / Small Debris Pile (leaves and twigs) | N/A | PER CY | \$12.86 |

| Barge Services | | | | |
|----------------|---|----------------|-----------------|-------------|
| Item No. | Description | | Unit of Measure | Unit Price |
| 69 | 45'x165' Barge with Tug or Equivalent | Mobilization | LUMP SUM | \$60,000.00 |
| 70 | | Demobilizatoin | LUMP SUM | \$60,000.00 |
| 71 | | Daily Rate | PER DAY | \$3,500.00 |
| 72 | 50'X70' Barge with Tug or Equivalent | Mobilization | LUMP SUM | \$60,000.00 |
| 73 | | Demobilizatoin | LUMP SUM | \$60,000.00 |
| 74 | | Daily Rate | PER DAY | \$3,500.00 |
| 75 | Fuel Barge with Tug | Mobilization | LUMP SUM | \$20,000.00 |
| 76 | | Demobilizatoin | LUMP SUM | \$20,000.00 |
| 77 | | Daily Rate | PER DAY | \$2,000.00 |
| 78 | 110'x30' Barge with Tug or Equivalent | Mobilization | LUMP SUM | \$60,000.00 |
| 79 | | Demobilizatoin | LUMP SUM | \$60,000.00 |
| 80 | | Daily Rate | PER DAY | \$3,500.00 |
| 81 | 30'x40' Excavator Barge or Equivalent | Mobilization | LUMP SUM | \$20,000.00 |
| 82 | | Demobilizatoin | LUMP SUM | \$20,000.00 |
| 83 | | Daily Rate | PER DAY | \$2,000.00 |
| 84 | 28'x55' Barge wth Tug or Equivalent | Mobilization | LUMP SUM | \$20,000.00 |
| 85 | | Demobilizatoin | LUMP SUM | \$20,000.00 |
| 86 | | Daily Rate | PER DAY | \$2,000.00 |
| Fuel Services | | | | |
| Item No. | Description | | Unit of Measure | Unit Price |
| 87 | Fuel Tanker (2,500 gal. to 5,000 gal. Capacity) | | PER HOUR | \$295.00 |

| Hourly Rates and Personnel Description | | | | |
|--|--|--|-----------------|------------|
| Item No. | Description | | Unit of Measure | Unit Price |
| 88 | Operations Manager | | PER HOUR | \$75.00 |
| 89 | Superintendent with truck, phone & radio | | PER HOUR | \$65.00 |
| 90 | Foreman with truck, phone & radio | | PER HOUR | \$65.00 |
| 91 | Safety/Quality Control Inspector with vehicle, phone & radio | | PER HOUR | \$70.00 |
| 92 | Inspector with vehicle, phone & radio | | PER HOUR | \$50.00 |
| 93 | Climber with gear | | PER HOUR | \$95.00 |
| 94 | Saw Hand with chainsaw | | PER HOUR | \$55.00 |
| 95 | Laborers & Flagmen | | PER HOUR | \$45.00 |
| 96 | Timekeeper | | PER HOUR | \$25.00 |
| 97 | HazMat Professional | | PER HOUR | \$150.00 |
| 97 | Household HazMat Inspection & Removal Crew | | PER HOUR | \$275.00 |
| 98 | 0' to 21' Work Boat with Captain (canal and waterway work) | | PER HOUR | \$450.00 |
| 98 | 22' to 31' Work Boat with Captain (canal and waterway work) | | PER HOUR | \$550.00 |
| 99 | 32' to 41' Work Boat with Captain (canal and waterway work) | | PER HOUR | \$650.00 |
| 99 | Please include additional personel as necessary | | PER HOUR | |
| 100 | Equipment Operator | | PER HOUR | \$65.00 |
| 100 | | | | |
| 101 | | | | |
| 102 | | | | |
| 103 | | | | |
| 103 | | | | |
| 104 | | | | |
| 105 | | | | |
| Materials Description | | | | |
| Item No. | Description | | Unit of Measure | Unit Price |
| 106 | Fill Dirt for Holes (Stumps) - Purchased, Placed and Shaped | | PER CY | \$12.00 |
| Push Crew | | | | |
| Item No. | Description | | Unit of Measure | Unit Price |
| 107 | Wheel Loader, 2.5 CY or similar w/Operator, Foreman with - Support Vehicle and Small Equipment, Laborer w/Chain Saw, and 2 Laborers w/ Small Tools | | PER HOUR | \$425.00 |

| Hourly Equipment Rates - Descriptions | | | | |
|---------------------------------------|--|--|-----------------|------------|
| Item No. | Description | | Unit of Measure | Unit Price |
| 108 | Please include all equipment necessary for disaster recovery event, such as pick up trucks, wheel loaders, forklifts, skid steer, tractor, dozer, dump trucks, etc.) | | PER HOUR | |
| 109 | 30 Ton crane | | PER HOUR | \$225.00 |
| 110 | 40-60' Bucket truck | | PER HOUR | \$195.00 |
| 111 | 753 Bobcat | | PER HOUR | \$105.00 |
| 112 | JD 310 rubber tire backhoe or equivalent | | PER HOUR | \$125.00 |
| 113 | JD 544wheel loader or equivalent | | PER HOUR | \$175.00 |
| 114 | Extendaboom forklift | | PER HOUR | \$135.00 |
| 115 | JD 644, or equal, wheel loader | | PER HOUR | \$185.00 |
| 116 | Pickup Truck, 1/2 Ton | | PER HOUR | \$35.00 |
| 117 | Wheel loader- 950 or equivalent | | PER HOUR | \$215.00 |
| 118 | | | | |
| 119 | | | | |
| 120 | | | | |
| 121 | | | | |
| 122 | | | | |
| 123 | | | | |

ADDENDA

Receipt of Addenda Nos. 1 is hereby acknowledged.

Respectfully submitted,

(SEAL)

DRC Emergency Services, LLC

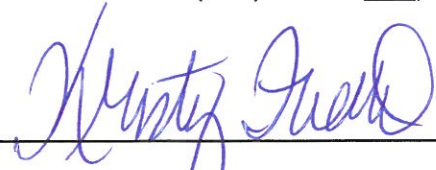
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Contractor

(Individual____)(Partnership____)

or (Corporation____)

Signed



Name (print) Kristy Fuentes, VP/Secretary/Treasurer

Address 111 Veterans Boulevard, Suite 401

City/State Metairie, LA 70005

Telephone (888) 721-4372

Fax (504) 482-2852

Email Kfuentes@drcusa.com

DATE:

4/30/24

NOTE: The legal status of the bidder, whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.



City of Sanibel

ADDENDUM NO. 1

April 25, 2024

RE: Disaster Debris Removal/Emergency Services (RFP-PW-0-2024/SK) Proposal due date: May 2, 2024 @ 5:00PM

FROM: City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Questions and Answers

Question No. 1: In the description of the reduction pay items (items 18, 19, 20, and 21) each item states that DMS Management along with the actual reduction method (i.e. grinding, air curtain burning, etc.) is to be included in the in that pay item. However there is a separate pay item for DMS management and Operations (pay item no. 17). Typically the cost to manage the DMS would not be included in the reduction pay items when there is a separate pay item just for DMS Management. Can the city please clarify/confirm that the DMS management cost should be included only in pay item 17 (DMS Management) and not also in the reduction pay items (items 18, 19, 20, and 21).

Response No. 1: Pay item no. 17 is for overall management and operations of DMS site. Pay items no. 18 through 21 are additional pay items for reduction method utilized.

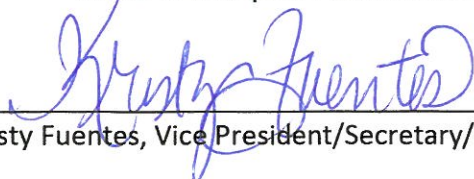
Question No. 2: The description for pay items 26, 27, 28, 29, 30, and 31 seem to indicate that the debris resulting from the removal of hazardous trees and hanging limbs will have a unit rate per tree which includes hauling the resulting debris to DMS or final disposal site. This would require collection trucks to follow the tree removal crews and ONLY pick up debris from their work, thereby skipping piles of debris and leaving it on the street to be picked up by another collection truck. The typical method is to price hazardous trees and hanging limbs as a "cut only" rate and to place the resulting debris in the ROW for collection as vegetative debris. This method frees up collection trucks and expedites the collection process. Will the City consider changing or clarifying the scope to allow for the debris from removing hazardous leaning trees and hanging limbs to be placed in the ROW to be collected and paid for as regular vegetative debris (items 1, 2, 3, or 4)?

Response No. 2: These items (26,27,28,29,30 and 31) are for cut only and placement of debris safely in the right-of-way for collection.

- Question No. 3 The description for pay items 32, 33, and 34 all state that price per stump is to be an all-inclusive price. Please confirm that the contractor does not need include the disposal cost/ tipping fee for the stumps, given the following statement from Exhibit B1: "Disposal costs (Tipping Fees) shall be invoiced to the CITY by the CONTRACTOR based on the Lee County Landfill's actual tipping fee, regardless of final disposal location, at the time of disposal".
- Response No. 3 Confirmed these costs do not include disposal costs/tipping fees to Lee County Landfill. Lee County disposal costs are a pass through and shall be invoiced separately.
- Question No. 4 Will annual contract price increases based on Consumer Price Index (CPI) be allowed?
- Response No. 4 Yes.
- Question No. 5 Would the City of Sanibel please provide the previous Disaster Debris Removal Services contract with unit prices included?
- Response No. 5 See attached.
- Question No. 6 When was the last storm that the City of Sanibel activated a debris removal contractor? Can the City of Sanibel please provide the final quantities of items performed for that specific storm?
- Response No. 6 Contract last activated on September 27, 2022 for Hurricane Ian. Right-of-Way vegetation debris totaled 958,384 cubic yards and right-of-way construction and demolition debris totaled 965,063 cubic yards.
- Question No. 7: We are an LLC. May we write this in on the Proposal form on page 15?
- Response No. 7: Yes.
- Question No. 8: Does the Sample Contract need to be signed within our proposal?
- Response No. 8: No.
- Question No. 9 Please confirm a surety bond is only required from the awarded bidder.
- Response No. 9 Confirmed.
- Question No. 10 Can you please provide the bid tabulations from the previous bidding cycle?
- Response No.10 See attached.
- Question No. 11 Will the payment for hazardous trees and limbs be for the cut only and placement of debris safely onto the ROW for collection?
- Response No. 11 Yes.
- Question No. 12 Will the payment for Hazardous Stumps include hauling?
- Response No.12 Yes.
- Question No. 13 Will annual contract price increases based on Consumer Price Index (CPI) be allowed?

Response No. 13 Yes.

DRC is in receipt of Addendum 1.



Kristy Fuentes, Vice President/Secretary/Treasurer