

RESOLUTION NO. 02-79

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING AN AGREEMENT BETWEEN GRUBBS EMERGENCY SERVICES, INC. AND THE TOWN OF MIAMI LAKES FOR DISASTER RECOVERY SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the "Town") lies within southern 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; and

WHEREAS, it is foreseeable that it may be necessary to provide for debris removal and disaster recovery technical assistance resulting from these events; and

WHEREAS, Marion County, Florida, sought competitive bids from qualified contractors to provide disaster recovery technical assistance and clean-up, demolition and removal of debris pursuant to RFQ #01Q-017; and

WHEREAS, Marion County, Florida, executed an agreement with Grubbs Emergency Services, Inc., to remove and dispose of disaster debris and to provide disaster recovery technical assistance; and

WHEREAS, the Town Council also desires to retain the services of Grubbs Emergency Services, Inc. to provide debris removal and disaster recovery technical assistance to the Town; and

WHEREAS, the Town, pursuant to Town Ordinance 01-03, may enter into contracts for services without competitive biddings by utilizing existing contract terms and prices entered into by other governmental authorities as long as the governmental authority has followed a competitive bidding procedure leading to the award of the contract which is substantially similar to the Town's competitive bidding procedure; and

WHEREAS, the Town Council finds that approval of an agreement between the Town and Grubbs Emergency Service, Inc. in accordance with Town Ordinance 01-03 to provide the same services contracted for by Marion County, Florida for debris removal and disaster recovery technical assistance is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. The agreement between Grubbs Emergency Services, Inc. and the Town of Miami Lakes for disaster emergency services (the "Agreement"), a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. The Town Manager is authorized to execute the Agreement on behalf of the Town.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this 9th day of July, 2002.

Wayne Slaton
WAYNE SLATON, MAYOR

ATTEST:

Beatris M. Arguelles
BEATRIS M. ARGUELLES, CMC
TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

W. S. R.
WEISS, SEROTA, HELFMAN, PASTORIZA & GUEDES, P.A.
TOWN ATTORNEY

Council voted _____ as follows:	
Mayor Wayne Slaton	_____
Vice Mayor Roberto Alonso	_____
Councilmember Mary Collins	_____
Councilmember Robert Meador	_____
Councilmember Michael Pizzi	_____
Councilmember Nancy Simon	_____
Councilmember Peter Thomson	_____

EXHIBIT "A"

**AGREEMENT
FOR DISASTER RECOVERY SERVICES
BETWEEN
TOWN OF MIAMI LAKES, FLORIDA
AND
GRUBBS EMERGENCY SERVICES, INC.**

THIS AGREEMENT made and entered into this 9th day of **July**, 2002, by and between the Town of Miami Lakes, Florida, (hereinafter referred to as "TOWN") and GRUBBS EMERGENCY SERVICES, INC., a Florida municipal corporation, (hereinafter referred to as "CONTRACTOR").

WHEREAS, the TOWN lies in 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 TOWN, resulting from these Events; and

WHEREAS, Marion County, Florida, sought competitive bids from qualified contractors to provide disaster recovery technical assistance and clean-up, demolition and removal of debris pursuant to RFQ #01Q-017; and

WHEREAS, Marion County, Florida, executed an agreement with Grubbs Emergency Services, Inc., to remove and dispose of disaster debris and to provide disaster recovery technical assistance; and

WHEREAS, the Town, pursuant to Town Ordinance 01-03, may enter into contracts for services without competitive biddings by utilizing existing contract terms and prices entered into by other governmental authorities as long as the governmental authority has followed a competitive bidding procedure leading to the award of the contract which is substantially similar to the Town's competitive bidding procedure; and

WHEREAS, the Town Council desires to enter into this Agreement with CONTRACTOR in accordance with Town Ordinance 01-02 to provide the same services contracted for by Marion County, Florida for debris removal and disaster recovery technical assistance; and

WHEREAS, the CONTRACTOR desires to perform these services subject to the terms of this Agreement.

NOW, THEREFORE, CONTRACTOR, for and in consideration of the sum One Hundred Dollars (\$100.00), and for such other good and valuable considerations the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS**

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

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

2.1 **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 in the TOWN. 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 affected community to the benefit of the community-at-large. The Services shall consist of clean up, demolition, removal, reduction and disposal of debris from TOWN streets, road, and rights-of-ways, public property and facilities and any other TOWN or municipal facility or site within the municipal boundaries of the TOWN designated by the Town Manager or designee shall be within the Scope of Services in this Agreement.

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.

2.2 **Ownership and Disposal of Debris.** The CONTRACTOR shall be responsible for removal of debris up to the point where debris can only be described as litter and additional collection can be facilitated only by sweeping and raking. All debris handled by the CONTRACTOR shall become the property of the CONTRACTOR upon collection. The CONTRACTOR shall be responsible for the lawful disposal of all debris handled or transported. The CONTRACTOR shall not use any disposal site not designated by the TOWN without written consent of the Town Manager.

3. **SCOPE OF SERVICES TWO – TECHNICAL DISASTER RECOVERY ASSISTANCE**

3.1 It is the intent of this Agreement for the CONTRACTOR to provide disaster recovery technical assistance to appointed and elected officials within the TOWN. 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.

4. **SERVICES AND FACILITIES**

4.1 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 REGUALTIONS**

5.1 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.

6. **SUPERVISION BY CONTRACTOR**

6.1 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 TOWN's Authorized Representative shall be as binding as if given to the CONTRACTOR.

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

7. **CHANGES IN SERVICES**

7.1 The TOWN 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 TOWN 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. Signatory authority for such changes shall be the Town Manager or designee.

8. **TERMINATION**

8.1 This Agreement may be terminated by the TOWN upon sixty (60) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may

be extended upon written approval of the Town Manager until said work or service(s)/Task(s) is completed and accepted.

A. **Termination for Convenience.** In the event this Agreement is terminated or cancelled upon the request and for the convenience of TOWN with the required 60-day advance written notice, TOWN shall reimburse CONTRACTOR for actual work satisfactorily completed.

B. **Termination for Cause.** Termination by TOWN for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 60-day advance notice requirement is waived in the event of termination for cause.

C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Year** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be cancelled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not authorized in the price of the supplies or services/Tasks delivered under this Agreement.

9. TERM OF AGREEMENT

9.1 The term of this Agreement shall be for one (1) year beginning on the date of acceptance by and signatures of the TOWN and CONTRACTOR, whichever comes later.

10. RENEWAL OF AGREEMENT

10.1 This Agreement may be renewable on a yearly basis after a concurrence of both parties on any negotiated changes to the terms and specifications contained in this Agreement. CONTRACTOR shall notify the TOWN of its intent to extend this Agreement by no later than 90 days prior to his Agreement's expiration date. Attachment 2 and Attachment 3 of this Agreement may be reviewed on an annual basis at which time amended unit costs may be submitted by CONTRACTOR to TOWN 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.

11. INSURANCE AND BONDS

11.1 CONTRACTOR shall name the TOWN as additional insured on CONTRACTOR's insurance policies. CONTRACTOR shall maintain the following insurance limits:

- A. Worker's Compensation - Statutory Limits of the State of Florida (or the applicable State at the time of an event);
 - B. Commercial General Liability – One Million Dollars (\$1,000,000.00) any single occurrence;
 - C. Additional Liability Umbrella – Five Million Dollars (\$5,000,000.00)
 - D. Automobile – One Million Dollars (\$1,000,000.00)
- 11.2 Required insurance shall be documented in certificates of insurance which provide that the TOWN 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 TOWN 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 TOWN 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.
- 11.3 At the TOWN'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 TOWN.

12. WARRANTY OF TITLE AND WAIVER OF LIEN

- 12.1 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 TOWN 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.

13. SUBCONTRACTING

- 13.1 The CONTRACTOR shall be fully responsible to TOWN 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.
- 13.2 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontractors relative to the services give the CONTRACTOR the same powers regards terminating any subcontract that the TOWN may exercise over the CONTRACTOR under any provisions of this Agreement.

13.3 Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the TOWN. The CONTRACTOR shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the TOWN upon activation of the Agreement and updated by the CONTRACTOR to the TOWN on a biweekly basis during said activation.

13.4 The CONTRACTOR shall not use a subcontractor or material supplier against whom the TOWN has a reasonable objection to, and shall make all reasonable attempts to subcontract with local firms currently doing business within the TOWN. All subcontractors will operate in strict accord with Subcontracting Plans and Policies, as well as local, State, and Federal laws governing this type of work.

14. TOWN OBLIGATIONS

14.1 The TOWN 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 TOWN 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 TOWN, as required by Federal law and policy governing those specific operations.

This person shall be The Town Manager.

15. PAYMENT

15.1 Payment to the CONTRACTOR by the TOWN will not be contingent on funding from any source. Payment shall follow the time parameters outlined in the section titled "Contractor Invoicing" of Attachment 2 of this Agreement.

16. FEMA REIMBURSEMENTS

16.1 CONTRACTOR shall assist the TOWN in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to the Federal Emergency Management Agency (FEMA), relating to costs arising out of debris management. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

17. ENTIRE AGREEMENT

17.1 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.

18. **JURISDICTION/VENUE**

18.1 The laws of the State of Florida shall govern this Agreement. Venue of this Agreement shall be in Miami-Dade County, Florida.


ON BEHALF OF:
TOWN OF MIAMI LAKES


By: 
Dennis J. White, Town Manager

Date: July 9, 2002

ATTEST:

Approved as to form and
Legal sufficiency.


Beatris M. Arguelles, CMC
Town Clerk

By: 
Weiss, Serota, Hellman, Pastoriza & Guedes, P.A.
Town Attorney

ON BEHALF OF:
GRUBBS EMERGENCY SERVICES, INC.

By: 
Title: Anthony Fanner, Vice-President

ATTEST:


Secretary

John G GRUBBS
Print Name

STATE OF FLORIDA)
) ss.
COUNTY OF)

BEFORE ME, the undersigned authority, personally appeared ANTHONY TANNER, Vice President of Grubbs Emergency Services, Inc., who is personally known to me or who has provided _____ (driver license, passport, military identification, etc.) as identification, deposes and says that he executed the foregoing Agreement on behalf of Grubbs Emergency Services, Inc..

WITNESSES my hand and seal this 6 day of Aug, 2002.

Clinda C Roush
Notary Public, State of Florida

Clinda C Roush
Notary Printed name

My Commission Expires:



AGREEMENT FOR DISASTER RECOVERY SERVICES

Attachment 1

The following is a listing of services and/or tasks to be provided by CONTRACTOR to TOWN 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 TOWN. 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 TOWN, 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 TOWN. 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 TOWN, 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 TOWN, the CONTRACTOR shall remove all eligible debris, as identified by the TOWN. 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 TOWN 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 TOWN, the CONTRACTOR shall remove all hazardous stumps that pose a threat to life, public health and safety, as identified by the TOWN, and haul each stump to the TDSRS's. Each stump shall be inspected by the TOWN and CONTRACTOR and documented as to the appropriate category of size.

Fill Dirt

As identified and directed by the TOWN, 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 TOWN 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 TOWN, 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 TOWN. 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 TOWN. 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 TOWN 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 TOWN or any public Authority. Inspections shall be to insure compliance with the contract and applicable local, state and federal laws. The CONTRACTOR will, at all times, provide the TOWN 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 TOWN 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 TOWN will monitor the material to determine that it in fact consists of eligible debris. The CONTRACTOR and the TOWN 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 TOWN shall establish and record each haul truck's certified cubic yard capacity TOWN. 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 TOWN in preparation of Federal (FEMA) and State reports for any potential reimbursement through the training of TOWN 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 TOWN 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 TOWN.

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 TOWN 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 TOWN 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 TOWN 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 TOWN 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, Inc. would assist an applicant on all aspects of the recovery process. Grubbs Emergency Services, Inc. personnel cannot assume the Sovereign Duties of the TOWN 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 TOWN 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 TOWN not more than once every fifteen (15) days. Invoices shall be submitted in duplicate to the Town Manager, signed by the CONTRACTOR and contain a detailed description of the work performed during the invoice period and supported by such data as the TOWN may reasonably require. The TOWN shall, within fifteen (15) 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. Other than the fees set forth in this Agreement, CONTRACTOR shall not be entitled to payment for expenses, fees and other costs it may incur at any time and in connection with its performance hereunder.

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 in accordance with 44 C.F.R. 206.224. The CONTRACTOR and TOWN 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 TOWN 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 TOWN numbered tickets supplied by the CONTRACTOR. Copies of each load record will be available to the CONTRACTOR and the TOWN'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 TOWN 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.

The CONTRACTOR shall receive Twenty Dollars and 00/100 (\$20.00) per cubic yard for debris removal from public property (Rights of Way). This cost is Fifteen Dollars and 00/100 (\$15.00) per cubic yard that is picked up and hauled to a temporary debris storage and reduction site (TDSRS) by the CONTRACTOR.

This cost also includes a Five Dollars and 00/100 (\$5.00) per cubic yard charge for processing (grinding or burning) of debris that is deposited at the temporary debris storage and reduction site (TDSRS) by the CONTRACTOR.

The two aforementioned costs are invoiced together to equate to the Twenty Dollars and 00/100 (\$20.00) per cubic yard for simplicity and adequate tracking of debris hauled by the CONTRACTOR to the TDSRS.

All debris hauled to the TDSRS by any other parties (such as residents) and processed (reduced) by the CONTRACTOR shall be invoiced at Five Dollars and 00/100 (\$5.00) per cubic yard.

Debris Disposal

For each suitable load disposed of by the CONTRACTOR in TOWN, the CONTRACTOR will receive Five Dollars and 00/100 (\$5.00) per cubic yard.

If the CONTRACTOR is required to dispose of material outside of the TOWN, the cost will be negotiated at the time of the event to provide the TOWN with the best price for operations.

Disposal costs (Tipping Fees) shall be invoiced to the TOWN by the CONTRACTOR based on the actual current tipping fee charged by a landfill mutually agreed to by the CONTRACTOR and the Town, 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 by both parties (See Attachment 1, *Debris Disposal*, of this Agreement).

White Goods

The CONTRACTOR will receive Twenty Dollars and 00/100 (\$20.00) per cubic yard for pick-up and haul of white goods from public property (Rights -of- way).

For each suitable load of white goods disposed of by the CONTRACTOR in TOWN, the CONTRACTOR will receive Five Dollars and 00/100 (\$5.00) per cubic yard. If the CONTRACTOR is required to dispose of white goods outside of the TOWN, the cost will be negotiated at the time of the event to provide the TOWN with the best price for operations.

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 TOWN 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 TOWN and the CONTRACTOR agree that the CONTRACTOR shall invoice the TOWN 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 TOWN 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 TOWN.

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 TOWN 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 TOWN and recorded on a specific stump log provided by the CONTRACTOR.

The CONTRACTOR shall invoice the TOWN 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 TOWN 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.

Sand Screening

The CONTRACTOR shall invoice the TOWN Ten Dollars and 00/100 (\$10.00) per cubic yard of sand screened, to remove eligible debris deposited by and Event. This cost includes pick-up of debris laden sand, hauling to processing screen located on the beach, processing the sand through the screen and returning clean sand to the beach as directed by the TOWN. Debris removed from sand will be picked-up, hauled and processed utilizing the costs located above for Debris Removal from Public Property (Rights-of-way).

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 Attachments 1 & 2 of this Agreement

Equipment / Personnel	Unit	Unit Price
Traffic Control Personnel	Hour	\$31.00
Laborer	Hour	\$31.00
Survey Person w/ Truck	Hour	\$31.00
Inspector w/ Vehicle	Hour	\$31.00
Operator w/ Chainsaw	Hour	\$35.00
Safety Man	Hour	\$40.00
Foreman with truck	Hour	\$55.00
Superintendant with Truck	Hour	\$65.00
Climber w/Gear	Hour	\$95.00
5-14 CY Dump Truck	Hour	\$60.00
Tractor w/ Boxblade	Hour	\$50.00
Bobcat Loader	Hour	\$60.00
Transports	Hour	\$90.00
Rubber-Tired Backhoe	Hour	\$90.00
15-24 CY Dump Trucks	Hour	\$85.00
25-34 CY Dump Trucks	Hour	\$95.00
35-44 CY Dump Trucks	Hour	\$100.00
45-54 CY Dump Trucks	Hour	\$105.00
55-64 CY Dump Trucks	Hour	\$110.00
65-74 CY Dump Trucks	Hour	\$115.00
75 + CY Dump Trucks	Hour	\$135.00
Trackhoe 690 J.D.	Hour	\$120.00
Motor Grader	Hour	\$110.00
Water Truck (4000 Ga.)	Hour	\$100.00
D-4 Dozer	Hour	\$100.00
D-5 Dozer	Hour	\$110.00
D-6 Dozer	Hour	\$120.00

D-7 Dozer	Hour	\$160.00
D-8 Dozer	Hour	\$220.00
Feller Bunchers 611 Hydro-Ax	Hour	\$120.00
Skidders 648E	Hour	\$130.00
Front End Loader 544	Hour	\$110.00
Front End Loader 644	Hour	\$120.00
Prentice Knuckleboom Loader	Hour	\$140.00
50 foot Bucket truck	Hour	\$140.00
30 ton + crane	Hour	\$170.00
Diamond Z or Equiv. Tub Grinder	Hour	\$550.00
Fill Dirt		Market Price

EXHIBIT "A"

**AGREEMENT
FOR DISASTER RECOVERY SERVICES
BETWEEN
TOWN OF MIAMI LAKES, FLORIDA
AND
GRUBBS EMERGENCY SERVICES, INC.**

THIS AGREEMENT made and entered into this 9th day of July, 2002, by and between the Town of Miami Lakes, Florida, (hereinafter referred to as "TOWN") and GRUBBS EMERGENCY SERVICES, INC., a Florida municipal corporation, (hereinafter referred to as "CONTRACTOR").

WHEREAS, the TOWN lies in 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 TOWN, resulting from these Events; and

WHEREAS, Marion County, Florida, sought competitive bids from qualified contractors to provide disaster recovery technical assistance and clean-up, demolition and removal of debris pursuant to RFQ #01Q-017; and

WHEREAS, Marion County, Florida, executed an agreement with Grubbs Emergency Services, Inc., to remove and dispose of disaster debris and to provide disaster recovery technical assistance; and

WHEREAS, the Town, pursuant to Town Ordinance 01-03, may enter into contracts for services without competitive biddings by utilizing existing contract terms and prices entered into by other governmental authorities as long as the governmental authority has followed a competitive bidding procedure leading to the award of the contract which is substantially similar to the Town's competitive bidding procedure; and

WHEREAS, the Town Council desires to enter into this Agreement with CONTRACTOR in accordance with Town Ordinance 01-02 to provide the same services contracted for by Marion County, Florida for debris removal and disaster recovery technical assistance; and

WHEREAS, the CONTRACTOR desires to perform these services subject to the terms of this Agreement.

NOW, THEREFORE, CONTRACTOR, for and in consideration of the sum One Hundred Dollars (\$100.00), and for such other good and valuable considerations the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS**

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

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

2.1 **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 in the TOWN. 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 affected community to the benefit of the community-at-large. The Services shall consist of clean up, demolition, removal, reduction and disposal of debris from TOWN streets, road, and rights-of-ways, public property and facilities and any other TOWN or municipal facility or site within the municipal boundaries of the TOWN designated by the Town Manager or designee shall be within the Scope of Services in this Agreement.

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.

2.2 **Ownership and Disposal of Debris.** The CONTRACTOR shall be responsible for removal of debris up to the point where debris can only be described as litter and additional collection can be facilitated only by sweeping and raking. All debris handled by the CONTRACTOR shall become the property of the CONTRACTOR upon collection. The CONTRACTOR shall be responsible for the lawful disposal of all debris handled or transported. The CONTRACTOR shall not use any disposal site not designated by the TOWN without written consent of the Town Manager.

3. **SCOPE OF SERVICES TWO – TECHNICAL DISASTER RECOVERY ASSISTANCE**

3.1 It is the intent of this Agreement for the CONTRACTOR to provide disaster recovery technical assistance to appointed and elected officials within the TOWN. 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.

4. **SERVICES AND FACILITIES**

- 4.1 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 REGUALTIONS**

- 5.1 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.

6. **SUPERVISION BY CONTRACTOR**

- 6.1 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 TOWN's Authorized Representative shall be as binding as if given to the CONTRACTOR.
- 6.2 The name(s) of the supervisor(s) will be supplied to the TOWN for each issuance of a Notice-to-Proceed through an attachment to this Agreement in the form of a Memorandum for the Record.

7. **CHANGES IN SERVICES**

- 7.1 The TOWN 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 TOWN 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. Signatory authority for such changes shall be the Town Manager or designee.

8. **TERMINATION**

- 8.1 This Agreement may be terminated by the TOWN upon sixty (60) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may

be extended upon written approval of the Town Manager until said work or service(s)/Task(s) is completed and accepted.

A. **Termination for Convenience.** In the event this Agreement is terminated or cancelled upon the request and for the convenience of TOWN with the required 60-day advance written notice, TOWN shall reimburse CONTRACTOR for actual work satisfactorily completed.

B. **Termination for Cause.** Termination by TOWN for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 60-day advance notice requirement is waived in the event of termination for cause.

C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Year** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be cancelled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not authorized in the price of the supplies or services/Tasks delivered under this Agreement.

9. **TERM OF AGREEMENT**

9.1 The term of this Agreement shall be for one (1) year beginning on the date of acceptance by and signatures of the TOWN and CONTRACTOR, whichever comes later.

10. **RENEWAL OF AGREEMENT**

10.1 This Agreement may be renewable on a yearly basis after a concurrence of both parties on any negotiated changes to the terms and specifications contained in this Agreement. CONTRACTOR shall notify the TOWN of its intent to extend this Agreement by no later than 90 days prior to his Agreement's expiration date. Attachment 2 and Attachment 3 of this Agreement may be reviewed on an annual basis at which time amended unit costs may be submitted by CONTRACTOR to TOWN 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.

11. **INSURANCE AND BONDS**

11.1 CONTRACTOR shall name the TOWN as additional insured on CONTRACTOR's insurance policies. CONTRACTOR shall maintain the following insurance limits:

- A. Worker's Compensation - Statutory Limits of the State of Florida (or the applicable State at the time of an event);
 - B. Commercial General Liability – One Million Dollars (\$1,000,000.00) any single occurrence;
 - C. Additional Liability Umbrella – Five Million Dollars (\$5,000,000.00)
 - D. Automobile – One Million Dollars (\$1,000,000.00)
- 11.2 Required insurance shall be documented in certificates of insurance which provide that the TOWN 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 TOWN 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 TOWN 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.
- 11.3 At the TOWN'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 TOWN.

12. WARRANTY OF TITLE AND WAIVER OF LIEN

- 12.1 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 TOWN against any money due or to become due for any work done or materials furnished under this Agreement of 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.

13. SUBCONTRACTING

- 13.1 The CONTRACTOR shall be fully responsible to TOWN 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.
- 13.2 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontractors relative to the services give the CONTRACTOR the same powers regards terminating any subcontract that the TOWN may exercise over the CONTRACTOR under any provisions of this Agreement.

13.3 Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the TOWN. The CONTRACTOR shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the TOWN upon activation of the Agreement and updated by the CONTRACTOR to the TOWN on a biweekly basis during said activation.

13.4 The CONTRACTOR shall not use a subcontractor or material supplier against whom the TOWN has a reasonable objection to, and shall make all reasonable attempts to subcontract with local firms currently doing business within the TOWN. All subcontractors will operate in strict accord with Subcontracting Plans and Policies, as well as local, State, and Federal laws governing this type of work.

14. **TOWN OBLIGATIONS**

14.1 The TOWN 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 TOWN 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 TOWN, as required by Federal law and policy governing those specific operations.

This person shall be The Town Manager.

15. **PAYMENT**

15.1 Payment to the CONTRACTOR by the TOWN will not be contingent on funding from any source. Payment shall follow the time parameters outlined in the section titled "Contractor Invoicing" of Attachment 2 of this Agreement.

16. **FEMA REIMBURSEMENTS**

16.1 CONTRACTOR shall assist the TOWN in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to the Federal Emergency Management Agency (FEMA), relating to costs arising out of debris management. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

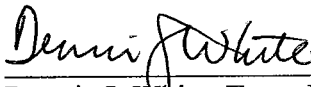
17. **ENTIRE AGREEMENT**

17.1 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.

18. **JURISDICTION/VENUE**

18.1 The laws of the State of Florida shall govern this Agreement. Venue of this Agreement shall be in Miami-Dade County, Florida.

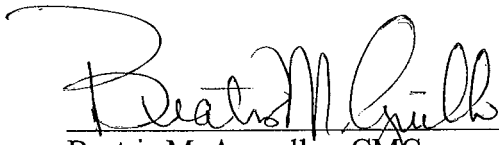
ON BEHALF OF:
TOWN OF MIAMI LAKES

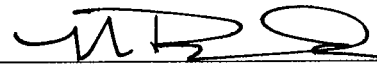
By: 
Dennis J. White, Town Manager

Date: _____

ATTEST:

Approved as to form and
Legal sufficiency.


Beatris M. Arguelles, CMC
Town Clerk

By: 
Weiss, Serota, Helfman, Pastoriza & Guedes, P.A.
Town Attorney

ON BEHALF OF:
GRUBBS EMERGENCY SERVICES, INC.

By: _____
Title: Anthony Tanner, Vice-President

ATTEST:

Secretary

Print Name

STATE OF FLORIDA)
) ss.
COUNTY OF)

BEFORE ME, the undersigned authority, personally appeared ANTHONY TANNER, Vice President of Grubbs Emergency Services, Inc., who is personally known to me or who has provided _____ (driver license, passport, military identification, etc.) as identification, deposes and says that he executed the foregoing Agreement on behalf of Grubbs Emergency Services, Inc..

WITNESSES my hand and seal this _____ day of _____, 2002.

Notary Public, State of Florida

Notary Printed name

My Commission Expires:

AGREEMENT FOR DISASTER RECOVERY SERVICES

Attachment 1

The following is a listing of services and/or tasks to be provided by CONTRACTOR to TOWN 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 TOWN. 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 TOWN, 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 TOWN. 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 TOWN, 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 TOWN, the CONTRACTOR shall remove all eligible debris, as identified by the TOWN. 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 TOWN 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 TOWN, the CONTRACTOR shall remove all hazardous stumps that pose a threat to life, public health and safety, as identified by the TOWN, and haul each stump to the TDSRS's. Each stump shall be inspected by the TOWN and CONTRACTOR and documented as to the appropriate category of size.

Fill Dirt

As identified and directed by the TOWN, 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 TOWN 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 TOWN, 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 TOWN. 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 TOWN. 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 TOWN 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 TOWN or any public Authority. Inspections shall be to insure compliance with the contract and applicable local, state and federal laws. The CONTRACTOR will, at all times, provide the TOWN 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 TOWN 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 TOWN will monitor the material to determine that it in fact consists of eligible debris. The CONTRACTOR and the TOWN 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 TOWN shall establish and record each haul truck's certified cubic yard capacity TOWN. 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 TOWN in preparation of Federal (FEMA) and State reports for any potential reimbursement through the training of TOWN 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 TOWN 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 TOWN.

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 TOWN 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 TOWN 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 TOWN 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 TOWN 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, Inc. would assist an applicant on all aspects of the recovery process. Grubbs Emergency Services, Inc. personnel cannot assume the Sovereign Duties of the TOWN 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 TOWN 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 TOWN not more than once every fifteen (15) days. Invoices shall be submitted in duplicate to the Town Manager, signed by the CONTRACTOR and contain a detailed description of the work performed during the invoice period and supported by such data as the TOWN may reasonably require. The TOWN shall, within fifteen (15) 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. Other than the fees set forth in this Agreement, CONTRACTOR shall not be entitled to payment for expenses, fees and other costs it may incur at any time and in connection with its performance hereunder.

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 in accordance with 44 C.F.R. 206.224. The CONTRACTOR and TOWN 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 TOWN 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 TOWN numbered tickets supplied by the CONTRACTOR. Copies of each load record will be available to the CONTRACTOR and the TOWN'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 TOWN 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.

The CONTRACTOR shall receive Twenty Dollars and 00/100 (\$20.00) per cubic yard for debris removal from public property (Rights of Way). This cost is Fifteen Dollars and 00/100 (\$15.00) per cubic yard that is picked up and hauled to a temporary debris storage and reduction site (TDSRS) by the CONTRACTOR.

This cost also includes a Five Dollars and 00/100 (\$5.00) per cubic yard charge for processing (grinding or burning) of debris that is deposited at the temporary debris storage and reduction site (TDSRS) by the CONTRACTOR.

The two aforementioned costs are invoiced together to equate to the Twenty Dollars and 00/100 (\$20.00) per cubic yard for simplicity and adequate tracking of debris hauled by the CONTRACTOR to the TDSRS.

All debris hauled to the TDSRS by any other parties (such as residents) and processed (reduced) by the CONTRACTOR shall be invoiced at Five Dollars and 00/100 (\$5.00) per cubic yard.

Debris Disposal

For each suitable load disposed of by the CONTRACTOR in TOWN, the CONTRACTOR will receive Five Dollars and 00/100 (\$5.00) per cubic yard.

If the CONTRACTOR is required to dispose of material outside of the TOWN, the cost will be negotiated at the time of the event to provide the TOWN with the best price for operations.

Disposal costs (Tipping Fees) shall be invoiced to the TOWN by the CONTRACTOR based on the MARION TOWN 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 by both parties (See Attachment 1, Page 5, *Debris Disposal*, of this Agreement).

White Goods

The CONTRACTOR will receive Twenty Dollars and 00/100 (\$20.00) per cubic yard for pick-up and haul of white goods from public property (Rights -of- way).

For each suitable load of white goods disposed of by the CONTRACTOR in TOWN, the CONTRACTOR will receive Five Dollars and 00/100 (\$5.00) per cubic yard. If the CONTRACTOR is required to dispose of white goods outside of the TOWN, the cost will be negotiated at the time of the event to provide the TOWN with the best price for operations.

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 TOWN 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 TOWN and the CONTRACTOR agree that the CONTRACTOR shall invoice the TOWN 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 TOWN 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 TOWN.

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 TOWN 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 TOWN and recorded on a specific stump log provided by the CONTRACTOR.

The CONTRACTOR shall invoice the TOWN 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 TOWN 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.

Sand Screening

The CONTRACTOR shall invoice the TOWN Ten Dollars and 00/100 (\$10.00) per cubic yard of sand screened, to remove eligible debris deposited by and Event. This cost includes pick-up of debris laden sand, hauling to processing screen located on the beach, processing the sand through the screen and returning clean sand to the beach as directed by the TOWN. Debris removed from sand will be picked-up, hauled and processed utilizing the costs located above for Debris Removal from Public Property (Rights-of-way).

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 Attachments 1 & 2 of this Agreement

Equipment / Personnel	Unit	Unit Price
Traffic Control Personnel	Hour	\$31.00
Laborer	Hour	\$31.00
Survey Person w/ Truck	Hour	\$31.00
Inspector w/ Vehicle	Hour	\$31.00
Operator w/ Chainsaw	Hour	\$35.00
Safety Man	Hour	\$40.00
Foreman with truck	Hour	\$55.00
Superintendant with Truck	Hour	\$65.00
Climber w/Gear	Hour	\$95.00
5-14 CY Dump Truck	Hour	\$60.00
Tractor w/ Boxblade	Hour	\$50.00
Bobcat Loader	Hour	\$60.00
Transports	Hour	\$90.00
Rubber-Tired Backhoe	Hour	\$90.00
15-24 CY Dump Trucks	Hour	\$85.00
25-34 CY Dump Trucks	Hour	\$95.00
35-44 CY Dump Trucks	Hour	\$100.00
45-54 CY Dump Trucks	Hour	\$105.00
55-64 CY Dump Trucks	Hour	\$110.00
65-74 CY Dump Trucks	Hour	\$115.00
75 + CY Dump Trucks	Hour	\$135.00
Trackhoe 690 J.D.	Hour	\$120.00
Motor Grader	Hour	\$110.00
Water Truck (4000 Ga.)	Hour	\$100.00
D-4 Dozer	Hour	\$100.00
D-5 Dozer	Hour	\$110.00
D-6 Dozer	Hour	\$120.00

D-7 Dozer	Hour	\$160.00
D-8 Dozer	Hour	\$220.00
Feller Bunchers 611 Hydro-Ax	Hour	\$120.00
Skidders 648E	Hour	\$130.00
Front End Loader 544	Hour	\$110.00
Front End Loader 644	Hour	\$120.00
Prentice Knuckleboom Loader	Hour	\$140.00
50 foot Bucket truck	Hour	\$140.00
30 ton + crane	Hour	\$170.00
Diamond Z or Equiv. Tub Grinder	Hour	\$550.00
Fill Dirt		Market Price



Town Of Miami Lakes

6853 Main Street • Miami Lakes, Florida 33014
(305) 558-8244 / Fax (305) 558-8511
www.townofmiamilakes.com

TOWN CLERK
Beatris M. Arguelles, CMC

July 11, 2002

Mr. Anthony Tanner
Vice President
Grubbs Emergency Services, Inc.
P.O. Box 10262
Brooksville, FL 34603

Dear Mr. Tanner,

On Tuesday, July 9, 2002 the Town of Miami Lakes Council approved Resolution No. 02-79 approving an Agreement for Disaster Recovery Services between Grubbs Emergency Services, Inc. and the Town of Miami Lakes, (Agenda Item No. 11(A) *(attached)*). Pursuant to the Town of Miami Lakes procurement regulations, The Town hereby agrees to "Piggyback" on to the Agreement for Disaster Recovery Services (RFP NO. O1Q-017.) with Marion County, Florida, a political subdivision of the State of Florida.

Enclosed you will find two originals and one copy of the Agreement for Disaster Recovery Services, which have been executed by the Town. Please sign both originals and the copy and return one fully executed original and one executed copy to my attention as soon as possible.

Should you have any questions in this or any other regard, please feel free to contact me or Town Manager Dennis White at 305-364-6100.

Sincerely,

Beatris M. Arguelles, CMC
Town Clerk

1. **RECITALS**

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

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

2.1 **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 in the TOWN. 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 affected community to the benefit of the community-at-large. The Services shall consist of clean up, demolition, removal, reduction and disposal of debris from TOWN streets, road, and rights-of-ways, public property and facilities and any other TOWN or municipal facility or site within the municipal boundaries of the TOWN designated by the Town Manager or designee shall be within the Scope of Services in this Agreement.

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.

2.2 **Ownership and Disposal of Debris.** The CONTRACTOR shall be responsible for removal of debris up to the point where debris can only be described as litter and additional collection can be facilitated only by sweeping and raking. All debris handled by the CONTRACTOR shall become the property of the CONTRACTOR upon collection. The CONTRACTOR shall be responsible for the lawful disposal of all debris handled or transported. The CONTRACTOR shall not use any disposal site not designated by the TOWN without written consent of the Town Manager.

3. **SCOPE OF SERVICES TWO – TECHNICAL DISASTER RECOVERY ASSISTANCE**

3.1 It is the intent of this Agreement for the CONTRACTOR to provide disaster recovery technical assistance to appointed and elected officials within the TOWN. 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.

be extended upon written approval of the Town Manager until said work or service(s)/Task(s) is completed and accepted.

A. **Termination for Convenience.** In the event this Agreement is terminated or cancelled upon the request and for the convenience of TOWN with the required 60-day advance written notice, TOWN shall reimburse CONTRACTOR for actual work satisfactorily completed.

B. **Termination for Cause.** Termination by TOWN for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 60-day advance notice requirement is waived in the event of termination for cause.

C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Year** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be cancelled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not authorized in the price of the supplies or services/Tasks delivered under this Agreement.

9. **TERM OF AGREEMENT**

9.1 The term of this Agreement shall be for one (1) year beginning on the date of acceptance by and signatures of the TOWN and CONTRACTOR, whichever comes later.

10. **RENEWAL OF AGREEMENT**

10.1 This Agreement may be renewable on a yearly basis after a concurrence of both parties on any negotiated changes to the terms and specifications contained in this Agreement. CONTRACTOR shall notify the TOWN of its intent to extend this Agreement by no later than 90 days prior to his Agreement's expiration date. Attachment 2 and Attachment 3 of this Agreement may be reviewed on an annual basis at which time amended unit costs may be submitted by CONTRACTOR to TOWN 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.

11. **INSURANCE AND BONDS**

11.1 CONTRACTOR shall name the TOWN as additional insured on CONTRACTOR's insurance policies. CONTRACTOR shall maintain the following insurance limits:

13.3 Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the TOWN. The CONTRACTOR shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the TOWN upon activation of the Agreement and updated by the CONTRACTOR to the TOWN on a biweekly basis during said activation.

13.4 The CONTRACTOR shall not use a subcontractor or material supplier against whom the TOWN has a reasonable objection to, and shall make all reasonable attempts to subcontract with local firms currently doing business within the TOWN. All subcontractors will operate in strict accord with Subcontracting Plans and Policies, as well as local, State, and Federal laws governing this type of work.

14. TOWN OBLIGATIONS

14.1 The TOWN 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 TOWN 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 TOWN, as required by Federal law and policy governing those specific operations.

This person shall be The Town Manager.

15. PAYMENT

15.1 Payment to the CONTRACTOR by the TOWN will not be contingent on funding from any source. Payment shall follow the time parameters outlined in the section titled "Contractor Invoicing" of Attachment 2 of this Agreement.

16. FEMA REIMBURSEMENTS

16.1 CONTRACTOR shall assist the TOWN in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to the Federal Emergency Management Agency (FEMA), relating to costs arising out of debris management. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

17. ENTIRE AGREEMENT

17.1 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.

STATE OF FLORIDA)
) ss.
COUNTY OF)

BEFORE ME, the undersigned authority, personally appeared ANTHONY TANNER, Vice President of Grubbs Emergency Services, Inc., who is personally known to me or who has provided _____ (driver license, passport, military identification, etc.) as identification, deposes and says that he executed the foregoing Agreement on behalf of Grubbs Emergency Services, Inc..

WITNESSES my hand and seal this _____ day of _____, 2002.

Notary Public, State of Florida

Notary Printed name

My Commission Expires:

shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements.

Hazardous Stumps

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

Fill Dirt

As identified and directed by the TOWN, 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 TOWN 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.

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 TOWN.

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.

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 TOWN 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 TOWN not more than once every fifteen (15) days. Invoices shall be submitted in duplicate to the Town Manager, signed by the CONTRACTOR and contain a detailed description of the work performed during the invoice period and supported by such data as the TOWN may reasonably require. The TOWN shall, within fifteen (15) 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. Other than the fees set forth in this Agreement, CONTRACTOR shall not be entitled to payment for expenses, fees and other costs it may incur at any time and in connection with its performance hereunder.

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 in accordance with 44 C.F.R. 206.224. The CONTRACTOR and TOWN 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 TOWN 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 TOWN numbered tickets supplied by the CONTRACTOR. Copies of each load record will be available to the CONTRACTOR and the TOWN'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 TOWN may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal tickets disputed will

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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 TOWN and the CONTRACTOR agree that the CONTRACTOR shall invoice the TOWN 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.

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The CONTRACTOR shall invoice the TOWN 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
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AGREEMENT FOR DISASTER RECOVERY SERVICES

Attachment 3

Hourly rates to be applied to Services as referenced in Attachments 1 & 2 of this Agreement

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55-64 CY Dump Trucks	Hour	\$110.00
65-74 CY Dump Trucks	Hour	\$115.00
75 + CY Dump Trucks	Hour	\$135.00
Trackhoe 690 J.D.	Hour	\$120.00
Motor Grader	Hour	\$110.00
Water Truck (4000 Ga.)	Hour	\$100.00
D-4 Dozer	Hour	\$100.00
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