

Contract Number CM1172-AZ

A6
8-18-09

**AMENDMENT NO. 6 / SIXTH EXTENSION TO THE
AGREEMENT FOR DISASTER RECOVERY SERVICES**

THIS ADDENDUM entered into this 23rd day of November, 2009 by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter referred to as "County") and ASHBRIIT, INC., 480 South Andrews Avenue, Suite 103, Pompano Beach, FL, 33069, and GRUBBS EMERGENCY SERVICES, L.L.C., 1115 S. Main Street, Brooksville, FL, 34601, and TIM-PREP, INC., 18500 MacClenny Road, Jacksonville, FL, 32234, (hereinafter collectively referred to as the "Contractor").

WHEREAS, the parties entered into an Agreement dated August 12, 2004; and

WHEREAS, the original agreement provided for an initial term of four months beginning June 1, 2004, and ending September 30, 2004, with an option to extend upon mutual contract between the vendor and the County; any extension of performance period under this provision shall be in one (1) year increments.

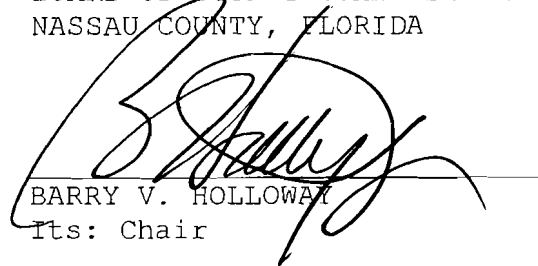
WHEREAS, the parties entered into subsequent renewal periods for the period of October 1, 2004 through September 30, 2009; and

WHEREAS, the parties desire to amend and extend said Agreement.

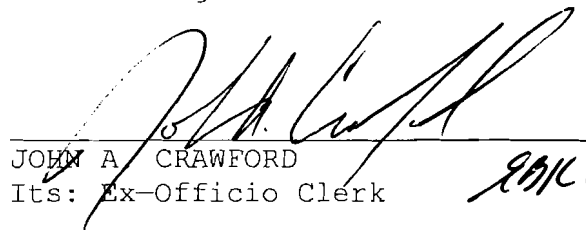
NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. In accordance with Section 31 of the Agreement for Disaster Recovery Services dated August 12, 2004, the performance period is hereby extended for an additional one (1) year beginning October 1, 2009 and ending September 30, 2010.
2. Amended prices have been submitted and are attached hereto as Exhibit "A". These updated prices will replace Attachment 2 from the original agreement.
3. All other provisions of said Agreement not in conflict with this Addendum shall remain in full force and effect.
4. Time is of the essence.


BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


BARRY V. HOLLOWAY
Its: Chair


Attest as to authenticity of
Chair's signature


JOHN A. CRAWFORD
Its: Ex-Officio Clerk *EBK 11/6/09*

Approved as to form and legality by the
Nassau County Attorney:


DAVID A. HALLMAN

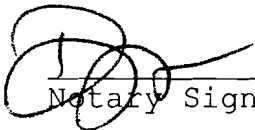
ASHBRITT, INC.


By: John W. Noble
Its: C.O.O.

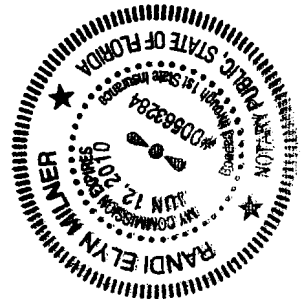
STATE OF Florida
COUNTY OF Brow

Before me personally appeared,
John W. Noble, who is personally known X or
produced _____ as identification, known
to be the person described in and who executed the foregoing
instrument, and acknowledged to and before me that he/she
executed said instrument for the purposes therein expressed.

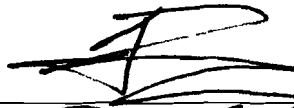
WITNESS my hand and official seal, this 18 day of
August, 2009.


Notary Signature

Notary-Public-State of Florida at large
My Commission expires:



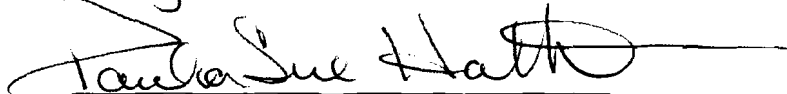
GRUBBS EMERGENCY SERVICES, L.L.C.


By: John G. Grubbs
Its: President

STATE OF Florida
COUNTY OF Hernando

Before me personally appeared,
John G. Grubbs, who is personally known or
produced _____ as identification, known
to be the person described in and who executed the foregoing
instrument, and acknowledged to and before me that he/she
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 18 day of
August, 2009.


Notary Signature

Notary-Public-State of _____ at large
My Commission expires:



Paula Sue Hamilton
Commission # DD544562
Expires April 25, 2010
Bonded Troy Fain - Insurance Inc 800-385-7019

TIM-PREP, INC.

By: Michael Stokes
Its: pres

STATE OF FLORIDA
COUNTY OF DUVAL

Before me personally appeared,
MICHAEL H. STOKES, who is personally known ____ or
produced _____ as identification, known
to be the person described in and who executed the foregoing
instrument, and acknowledged to and before me that he/she
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 10th day of AUGUST, 2009.

Juan E. Reyes
Notary Signature

Notary-Public-State of FLORIDA at large
My Commission expires:

JOAN E. BYARS
Notary Public, State of Florida
My comm. exp. Dec. 21, 2011
Comm. No. DD 724817

EXHIBIT "A"

TASK	AshBritt	Grubbs	Tim-Prep
Costs for Scope of Services			
Per cubic yard for debris removal/public property (rights of way). Includes processing (grinding, burning), and pick-up and haul to TDSRS	\$12.75	\$12.50	\$12.50
Per cubic yard for debris hauled to TDSRS by other parties and process.	\$6.95	\$6.75	\$6.70
Per cubic yard for debris hauled to final disposal site.	\$6.95	\$6.75	\$6.70
White Goods			
Per cubic yard for pick-up and hauling from public property (rights of way).	\$20.00	\$19.00	\$19.00
Per suitable load for disposal	\$20.00	\$19.00	\$19.45
Cost per stump Hazardous Stump and Root Removal and Hauling to TDSRS			
Up to 6" diameter	\$0.00	\$0.00	\$250.00
6" to 12" diameter	\$475.00	\$0.00	\$500.00
12" to 24" diameter	\$950.00	\$0.00	\$1,000.00
24" to 48" diameter	\$1,350.00	\$1,500.00	\$1,500.00
Over 48" diameter	\$1,850.00	\$2,000.00	\$2,000.00
Fill Dirt/cubic yard	\$4.50	Market Price	Market Price
Sand screening- per cubic yard. Includes pick-up, haul and process, returning to beach	\$8.95	\$8.50	\$8.50
Hourly Rates			
Traffic Control	\$30.00	\$29.50	\$29.50
Laborer	\$30.00	\$29.50	\$29.50
Survey Person w/truck	\$31.00	\$30.00	\$30.00
Inspector w/vehicle	\$35.00	\$34.50	\$34.00
Operator w/chainsaw	\$55.00	\$54.50	\$54.50
Safety man	\$60.00	\$59.50	\$60.00
Foreman w/truck	-	\$55.00	\$55.00
Superintendent w/truck	\$75.00	\$74.50	\$70.00
Climber w/gear	\$95.00	\$94.50	\$95.00
Supervisor w/truck	\$60.00	-	n/a \$60.00
Mechanic w/truck and tools	\$60.00	-	n/a \$60.00
Ticket writers	\$35.00	-	n/a \$35.00
Clerical	\$35.00	-	n/a \$35.00
Administrative Assistant	\$45.00	-	n/a \$45.00

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AGREEMENT FOR DISASTER RECOVERY SERVICES

THIS AGREEMENT made and entered into this 11th day of October, 2006, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **ASHBRITT, INC., GRUBBS EMERGENCY SERVICES, L.L.C., and TIM-PREP, INC.**, hereinafter collectively referred to as the "Contractor".

WHEREAS, the County lies on the east coast of the State of Florida, and, as such, may experience massive destruction wrought by the impact of a hurricane landfall, violent storms spawning tornadoes, as well as other natural and/or manmade disasters ("Events"); and

WHEREAS, it is foreseen that it may be necessary to provide for debris removal services to appointed and elected officials within the County, resulting from these Events; and

WHEREAS, the County has determined after extensive efforts that this is an area of specialized services, and, as such, the Contractor is considered to be a source of these specialized services; it is further understood that

A CERTIFIED TRUE COPY
EX-OFFICIO, Clerk of the Board of County Comm.
Nassau County, Florida

the Contractor will perform as a contractor for all operations outlined in this Agreement.

NOW, FOR and IN CONSIDERATION of ten and no/100 dollars (\$10.00) and other mutually agreed upon consideration, the parties agree as follows:

1. Scope of Services

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 County. Clean up, demolition, and removal will be limited to (1) that which is determined to eliminate or reduce immediate threats of significant public 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 as directed by the designated representative of the County.

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

— The designated representative of the County shall utilize the services of each of the Contractors at the sole discretion of the County. At the time of the incident, the Contractor will be chosen, based on the County's needs.

2. Services and Facilities

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

3. Permits and Regulations

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

4. Supervision by Contractor

The Contractor will supervise and direct all Services in coordination with the County. The Contractor is solely responsible for the means, methods, techniques, sequences, safety program and procedures. The Contractor shall 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 County's authorized representative shall be as binding as if given to the Contractor.

The name(s) of the supervisor(s) will be supplied to the County for each issuance of a Notice to Proceed.

5. Priority of Work Areas

The County will approve the work area the Contractor will be allowed to work, in order of priority, to be established by the County. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all storm debris and leave the site from which the storm debris was removed in a clean and neat condition with the understanding that there will be certain debris that is not picked up by equipment and machinery used by the Contractor. Determination of when a

site is in a clean and neat condition will be at the discretion of the County.

6. Working Hours

All activity associated with gathering and loading of storm debris shall be performed during visible daylight hours only. Hauling of storm debris to the disposal site 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 disposal site burning will take place twenty-four (24) hours, seven (7) days per week.

7. Work Location

It is the intent of this Agreement to remove and properly dispose of storm debris in the unincorporated areas of the County as soon as possible. All of the work effort is focused primarily on the unincorporated area of the County. The scope of work may be expanded to include other areas as designated by the County.

8. 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 laws.

Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the Contractor. The white goods shall be then placed in a separate area and shall at that time become the property of the County.

9. Changes in Work

The County may at any time, as the need arises, order changes within the scope of work without invalidating this Agreement. If such changes increase or decrease the amount due under this Agreement, or in the time required for performance of the work, the County shall authorize an equitable adjustment by change order.

All changes affecting the project's costs or modifications of the terms or conditions of this Agreement shall be authorized by means of a written agreement or change order, which is mutually agreed upon by the County and the Contractor. All changes must be recorded on a contract change order before they can be included in a partial payment estimate.

10. Time for Completion

The date of beginning and the time of completion of the work are essential conditions of this Agreement, and the work agreed to shall be commenced on the date indicated by the Chairman of the Board of County Commissioners. The final completion date shall also be indicated by the Chairman, however, the County, at its option, may extend the contract period for an additional period of time.

The Contractor will proceed with the work at such rate of progress to insure full completion within the time period prescribed. It is expressly understood and agreed, by the company that it understands the time constraints regarding the work to be done.

11. County Obligations

The County 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 County 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 County, as required by Federal law and policy governing

those specific operations. The County shall designate the public and private properties where work is to be performed

Copies of completed Right of Entry forms, where required, shall be furnished to the Contractor by the County.

12. Suspension of Work, Termination, and Delay

The County may suspend the work or any portion thereof, for a period of not more than thirty (30) days, or at such further time as agreed upon by written notice to the Contractor. The Contractor will resume the work on the date so fixed. The Contractor will be allowed an increase of the contract price or any extension of the contract time, or both, directly attributable to any suspension with proper documentation and justification in advance and as agreed to, in writing, by the County. If the Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or a trustee or receiver is appointed for the Contractor or for any of its property, or if the Contractor files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy laws, or repeatedly fails to supply sufficiently skilled workmen or suitable material or equipment, or repeatedly fails to make prompt payments to subcontractors

for labor, materials or equipment, or disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction over the work or otherwise violates any provisions of this Agreement, the County may, without prejudice to any other right or remedy and after giving the Contractor a minimum of five (5) days written notice, terminate the services of the Contractor, and finish the work by whatever method the County may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment. If such cost exceeds such unpaid balance, the Contractor will pay the difference to the County.

If the Contractor's services have been so terminated by the County, said termination shall not affect any right of the County against the Contractor then existing, or which may thereafter accrue. Any retention or payment of monies by the County due the Contractor will not release the Contractor from compliance with this Agreement.

The parties understand that the primary source of funding to be used to pay the Contractor is from Federal and State sources, and the County may terminate or suspend this Agreement at any time after thirty (30) days' notice if the County reasonably determines that funding from

Federal and State sources is severely limited or unavailable.

After five (5) days from the delivery of written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the contract. In such case, the Contractor shall be paid for all work executed and any expenses sustained, plus reasonable profit for the work completed, except as to the termination previously described above.

If, through no act or fault of the Contractor, the work is suspended for a period of more than forty-five (45) days by the County or under an order of the court or any public authority, or the County fails to pay the contractor substantially the sum approved by the County within forty-five (45) days of its approval and presentation, the Contractor may, after ten (10) days from delivery of a written notice to the County, terminate the contract and recover from the County payment for all work executed and all expenses sustained.

13. Insurance and Bonds

The Contractor shall purchase and maintain such insurance as will protect it from claims which may arise

out of or result from the Contractor's execution of the work, whether such execution by the Contractor, any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable. This insurance requirement shall not limit the liability of the Contractor. The County does not represent that these types or amounts of insurance are sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimum. Except for workers' compensation and professional liability, the Contractor's insurance policy shall be endorsed to name the County as an additional insured to the extent of the County's interest arising from this Agreement. Contractor shall request its insurers to expand coverage as required herein and to provide that failure of Contractor to comply with any of the policy provisions will not void coverage for the County. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies. The Contractor shall request that its insurers' policies include or be endorsed to include a severability of interest/cross-liability provision so that the County will be treated as if a separate policy were in existence without increasing

the policy limits of liability. The Contractor is responsible for the amount of any deductible/self-insured retentions, which shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County.

The Contractor shall be required to provide a performance bond ~~in the~~ up to the amount of one million and no/100 dollars (\$1,000,000.00) and payment bond ~~in the~~ up to the amount of one million and no/100 dollars (\$1,000,000.00). All insurance information and bonds, including the required amount as determined by the county, shall be presented to the County within seven (7) days of the date of ~~this Agreement~~ the Notice to Proceed.

14. Workers' Compensation Coverage

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by State law, and employer's liabilities limits of at least one million and no/100 dollars (\$1,000,000.00), each accident, each employee, and each disease. The Contractor shall also purchase any other coverages required by law for benefit of employees.

15. General, Automobile and Excess or Umbrella Liability Coverage

Minimum limits of one million and no/100 dollars (\$1,000,000.00) per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the workers' compensation coverage section), and the amount of coverage required. As to commercial general liability, Coverage "A" shall include premises, operations, products, and completed operations, independent subcontractors, contractual liability covering this Agreement, and broad form property damage coverages. Coverage "B" shall include personal injury. The occurrence form of commercial general liability must be provided. Business vehicle liability coverage is to include bodily injury and property damage arising out of the operation, maintenance, or use of any vehicle, including owned, non-owned, hired vehicles, and employee non-ownership use. Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restricted than the underlying insurance policy coverages.

16. Certificates of Insurance

Required insurance shall be documented in certificates of insurance which provide that the County 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 County's Risk Manager 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 Court 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.

17. Insurance of Contractor Primary

Insurance required of Contractor or any other insurance of Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims arising out of the hold harmless, payment on behalf of the County, insurance, additional insurance, and certificates of insurance provisions of this Agreement.

18. Indemnification (Hold Harmless)

The Contractor will indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claims, damages, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by any negligent or willful act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

In any and all claims against the County, or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation

acts, disability benefit acts, or other employee benefit acts.

The Contractor agrees to pay, on behalf of the County, and to pay the costs of the County's legal defense, as may be selected by the County, for all claims described in this indemnification paragraph. Such payment on behalf of the County shall be in addition to any and all legal remedies available to the County and not be considered to be the County's exclusive remedy.

19. Precautions

Attention is called to the fact that Contractor is responsible for locating utility lines and is responsible for contacting the utility company. In addition, Contractor shall identify septic and drain field areas and water meters. It is the Contractor's responsibility to protect all such utility lines, including service lines, and to replace, at Contractor's expense, any which may be damaged by the Contractor's equipment, or forces during the construction of the project.

To protect persons from injury and to avoid property damage, adequate barricades, construction signs, torches, and guards shall be placed and maintained during progress of the work and until it is safe for both pedestrians and

vehicular traffic. Contractor shall adhere to all additional requirements of the County.

20. Protection of Lives and Property

In order to protect the lives and health of its employees under the contract, the Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration and any State safety and health agency requirements.

21. Subcontracting

The Contractor may utilize the services of subcontractors, where required. The Contractor agrees and shall utilize as a first priority those subcontractors who are from Nassau County and do business in Nassau County.

The Contractor shall be fully responsible to the County for acts and omissions of its subcontractors and of persons directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons employed by it.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the services giving the Contractor the same powers regarding terminating any subcontract that the County may exercise over the contractor under any provision of this Agreement.

Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the County. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the County upon activation of this Agreement and updated by the Contractor to the county on a bi-weekly basis during said activation.

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

22. Audit and Access to Records

The County and the Clerk shall have access to any books, documents, papers, and records of the Contractor which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcripts. The Contractor shall maintain all required records for three (3) years after final payment is made and all other pending matters are closed.

23. Measurement and Payment

The Contractor will not be compensated for disposing of any material not defined as storm debris. The Contractor will inspect each load to verify the contents or in accordance with the definition of storm debris. If any load is determined to contain material that does not conform to the definition of storm debris, the load will be ordered to be deposited at another landfill or receiving facility, and no payment will be allowed for that load, and the Contractor will be responsible for payment of tipping fees. For each suitable load disposed of, a record of the cubic yards will be recorded by the Contractor. Copies of each load record will be available to the Contractor and the County's designee on site.

24. Contractor Invoicing

The Contractor may invoice the county not more than once every fifteen (15) days. The invoice must contain the following items:

- a. Verifiable cubic yard load tickets;
- b. Subcontractors' invoices, including the verified load receipt; and
- c. Summary sheet indicating, by day, the individual verified load receipt and invoice amounts.

The County may remove any disputed amount line items in the bill for review. Disputed items will be returned to the Contractor for additional clarification prior to payment of those tickets. Contractor will be subject to audit by Federal agencies pursuant to this Agreement.

25. Payment to Contractor

Payment to the Contractor will not be contingent on funding from any source. The County will apply for reimbursement for eligible costs to the Federal Emergency Management Agency (FEMA) and may be responsible for any local match requirements. Payment shall follow the parameters outlined in Section 22, Measurement and Payment, and Section 23, Contractor Invoicing.

The contractor shall submit payment requests to the Clerk with a copy to the County representative filled out and signed by the Contractor covering the work performed during the period covered by the payment request and supported by such data as the County representative and the Clerk may reasonably require. The County representative will, within seven (7) working days, either indicate in writing approval of payment or return the payment request to the Contractor indicating in writing the reasons for refusing to approve payment with a copy provided to the

Clerk. In the latter case, the Contractor may make the necessary corrections and re-submit the payment request to the Clerk. The Clerk will, within five (5) days after presentation of an approved payment request, pay the Contractor a payment on the basis of the approved payment request less the retainage. The retainage shall be an amount equal to two percent (2%) of said request. The County may, at its sole discretion, eliminate the retainage at any time. The Contractor shall submit payment requests every fifteen (15) days after the first payment request.

Upon completion and acceptance of the work, the entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the County, shall be paid to the contractor within forty-five (45) days of completion and acceptance of the work.

The Contractor will indemnify and save the County and the County's agents harmless from any claims growing out of the lawful demand of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The contractor shall, at the County's request, furnish

satisfactory evidence that all obligations of a nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the County may, after having notified the Contractor, either pay unpaid bills or withhold the Contractor's unpaid compensation, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of this agreement, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County to either the Contractor or any third party. In paying any unpaid bills of the Contractor, any payments so made by the county shall be considered as payment made under this Agreement by the County to the Contractor, and the County shall not be liable to the contractor for any such payments made in good faith.

If the County fails to make payment forty-five (45) days after approval, in addition to other remedies available to the Contractor, there shall be added to each such payment interest at the maximum legal rate, commencing on the first day after said payment is due, and continuing until the payment is received by the Contractor.

26. Acceptance of Final Payment as Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the County of all claims and all liabilities to the Contractor, other than claims in stated amounts as may be specifically excepted by the Contractor, for all things done or furnished in connection with this work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under this Agreement or the performance and payment bonds.

27. DISPUTES

Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the Cost of mediation shall be borne by the Consultant/Contractor. The decision of the mediator shall be final and conclusive

unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence. Contractor shall not stop work during the pendency of mediation.

28. Entire Agreement

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

29. Jurisdiction/Venue

This Agreement shall be governed by the laws of the State of Florida. Venue of this Agreement shall be in Nassau County, Florida.

30. Term of Agreement

The term of this Agreement shall be effective from October 1, 2006, to September 30, 2007.

31. Renewal of Agreement

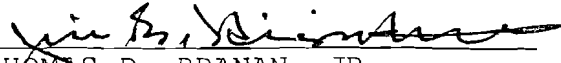
This Agreement may be renewable on an annual basis after the written concurrence of both parties. Attachment "2" and Attachment "3" of this Agreement may be reviewed on an annual basis. Amended unit costs may be submitted by the Contractor to the County to reflect the current FEMA

determination of reasonable costs for disaster recovery services listed in Attachments "1" and priced in Attachment "2" and "3" of this Agreement. Such amendments shall become part of this Agreement after a concurrence and signature of both parties.

32. Termination

Either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

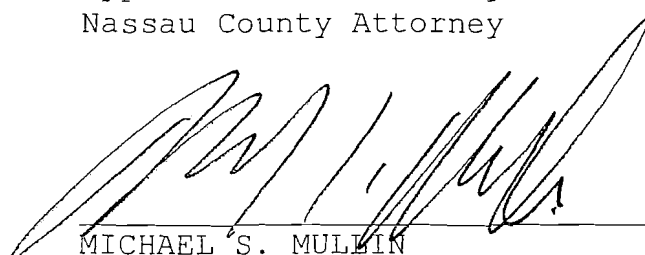
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


THOMAS D. BRANAN, JR.
Its: Chairman

ATTEST:
As to Chairman's Signature:


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney


MICHAEL S. MULLEN

(Signatures continue on next page)

CONTRACTOR

ASHBRITT, INC.



By: ~~SALLY PERKINS~~ JOHN W. NOBLE
Its: ~~President~~ COO

STATE OF FLORIDA

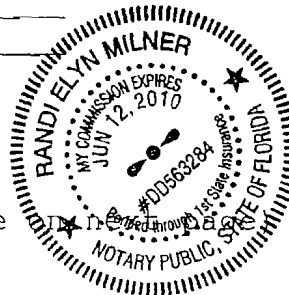
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me
this 31 day of October, 2006, by
~~SALLY PERKINS~~, as ~~President~~ of ~~ASHBRITT, INC.~~, a Florida
~~John W. Noble~~ COO corporation, on behalf of the corporation. She is
personally known to me or has produced _____ as
identification and did take an oath.



NOTARY PUBLIC
State of Florida
My Commission Expires: 6/12/10

(Signatures continue



GRUBBS EMERGENCY SERVICES,
L.L.C.

WJC

By: R. VICTOR TAGLIA

Its: Managing Partner

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me
this ____ day of _____, 2006, by
_____ of **GRUBBS EMERGENCY SERVICES,**
L.L.C., a Florida Limited Liability Company, on behalf of
the corporation. He/she is personally known to me or has
produced _____ as identification and did take an oath.

NOTARY PUBLIC

State of Florida

My Commission Expires:

(Signatures continue on next page)

TIM-PREP, INC.

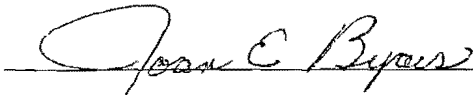


By: MICHAEL H. STOKES
Its: President

STATE OF FLORIDA

COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 2nd day of NOVEMBER, 2006, by MICHAEL H. STOKES, of **TIM-PREP, INC.**, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced as identification and did take an oath.



NOTARY PUBLIC
State of Florida
My Commission Expires:

JOAN E. BYARS
Notary Public, State of Florida
My comm. exp. Dec. 21, 2007
Comm. No. DD 276225

h/anne/agreements/diaster-recovery-services-full

AGREEMENT FOR DISASTER RECOVERY SERVICES

ATTACHMENT 1

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

Scope of Services

Emergency Road Clearance - Removal of debris from the primary transportation routes as directed by the County.

Debris Removal from Public Property - Removal of debris from public rights-of-way. Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community.

Debris Removal from Private Property - Should an imminent threat to life, safety, and health to the general public be present on private property, the Contractor, as directed by County, will accomplish the removal of debris from private property.

Temporary Debris Staging and Reduction (TDSRS) - The Contractor will prepare and maintain a sufficient number of TDSRS facilities to accept and process all eligible storm debris. Preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior

road(s) for the entire period of debris hauling, including provision of stone for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and existing loads.

All debris shall be processed in accordance with local, State, and Federal law, standards, and regulations. Processing shall include, but is not limited to, reduction by tub grinding and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated between vegetative debris, garbage, rubbish, refuse, construction and demolition debris, recyclable debris, white goods, and hazardous waste.

Generated Hazardous Waste Abatement - Abatement of hazardous waste identified by the County in accordance with all applicable Federal, State, and local laws, standards, and regulations. Contractor shall provide State License number.

Debris Disposal - Disposal 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.

Documentation and Inspections - Storm debris shall be subject to inspection by the County. Inspections will be to insure compliance with the contract and applicable Federal, State, and local laws. The Contractor will, at all times, provide the County access to all work sites and disposal areas. The Contractor and the County will have in place at the Temporary Debris Staging and Reduction (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 will assist the County in preparation of the Federal (FEMA) and State reports for any potential reimbursement through the training of County 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.

Work Areas - The County will establish and approve all areas that the Contractor will be allowed to work. The Contractor will remove all eligible debris and leave the

site from which the debris was removed in a clean and neat condition.

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 will dispose of all white goods encountered in accordance with applicable Federal, State, and local laws. The appliance owner shall remove any and all food contents from the appliance.

Hazardous Stumps - The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the County. Stumps shall be hauled to TDSRS where they shall be inspected and categorized by size.

Fill Dirt - The Contractor shall place compacted fill dirt in ruts created by equipment, holes created by removal of hazardous stumps, and other areas that pose a hazard to public access upon direction of the County.

Documentation and Recovery Process - The Contractor will provide the following assistance in addition to debris removal:

(1) Recovery process documentation - create recovery process documentation plan.

- (2) Maintain documentation of recovery process.
- (3) Provide written and oral status reports as requested to the County.
- (4) Review documentation for accuracy and quantity.
- (5) Assist in separation and preparation of claim documentation.

h/anne/agreements/disaster-recovery-services-attach-1

AGREEMENT FOR DISASTER RECOVERY SERVICES

ATTACHMENT 2 - Schedule of Rates for Services

The following is a listing of services and/or tasks to be provided by the Contractor to the County upon receipt of a Notice to Proceed. Costs denoted by dollar amounts represent a unit cost for materials or an hourly rate for personnel and equipment services. Costs denoted by unit prices denote the cost per cubic yard to provide the appropriate services of debris removal.

Contractor Invoicing and Payment to Contractor

The procedure for Contractor invoicing is described in Section 24 of the contract. The procedure for Measurement and Payment of loads is described in Section 23 of the contract.

Costs for Scope of Services

The costs for disaster recovery services shall be reasonable costs, as determined by FEMA guidelines. The cost table included in Attachment "2" will be updated annually, upon renewal of the Agreement, as outlined in Section 31 of the Agreement.

Cost of Out-of-County Disposal for White Goods

If the Contractor is required to dispose of white goods outside of the County, the cost will be negotiated at

the time of the event to provide the County with the best price for operations.

Cost of Removal for 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 County and the 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 county and recorded on a specific stump log provided by the Contractor.

The Contractor shall invoice the County for hazardous stump and root removal and hauling to the TDSRS according to the agreed upon rates in Attachment "2".

Cost for Fill Dirt

The Contractor shall invoice the County for the market price for acquiring clean, non-sterile backfill 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 backfill material will be invoiced utilizing the hourly rates listed in Attachments "2" and "3" of this Agreement.

Cost for Sand Screening

The agreed cost includes pick-up of debris laden sand, hauling and processing screen located on the beach, processing the sand through the screen and returning clean sand to the beach as directed by the County. Debris removed from sand will be picked up, hauled, and processed utilizing the costs located above the debris removal from public property (rights-of-way).

Cost for Disposal of Demolition Material

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

Cost for Site Remediation

TDSRS site(s) reclamation costs 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 County and Contractor agree that the Contractor shall invoice the County utilizing the hourly rates for services listed in Attachment "2" to this Agreement. A not-to-exceed amount shall be placed upon any specific work performed at an hourly rate.

The County and the Contractor shall have inspectors in the field with each work crew to monitor, record, and sign time sheets for 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(s) to the County.

Cost Table for Scope of Services

The itemized costs listed in the table below shall be the agreed upon not-to-exceed costs for services defined in Attachment "1". The Contractor could negotiate a cost less than those listed in the table below, at the time a Notice to Proceed is issued. Requests to amend the Cost Table may be submitted under the conditions outlined in Section 31 of the Agreement. Costs for additional services not outlined

in this table shall be negotiated at the time a Notice to Proceed is issued.

TASK	AshBritt	Grubbs	Tim-Prep
Costs for Scope of Services			
Per cubic yard for debris removal/public property (rights of way). - Includes processing (grinding, burning), and pick-up and haul to TDSRS	\$12.75	12.50	18.00
Per cubic yard for debris hauled to TDSRS by other parties and process.	6.95	6.75	8.00
Per cubic yard for debris hauled to final disposal site.*	6.95	6.75	7.00
White Goods			
Per cubic yard for pick-up and hauling from public property (rights of way).	20.00	19.00	25.00
Per suitable load for disposal	20.00	19.50	25.00
Cost per stump Hazardous Stump and Root Removal and Hauling to TDSRS			
Up to 6" diameter	0.00	0.00	250.00
6" to 12" diameter	475.00	0.00	500.00
12" to 24" diameter	950.00	0.00	1,000.00
24" to 48" diameter	1,350.00	1,500.00	1,500.00
Over 48" diameter	1,850.00	2,000.00	2,000.00
Fill Dirt/cubic yd.	4.50	Market Price	-
Sand screening - per cubic yard - Includes pick-up, haul and process, returning to beach	8.95	8.50	10.00
Hourly Rates			
Traffic Control	30.00	29.50	31.00
Laborer	30.00	29.50	31.00
Survey Person w/truck	31.00	30.00	31.00
Inspector w/vehicle	35.00	34.50	31.00
Operator w/chainsaw	55.00	54.50	35.00

Safety man	60.00	59.50	60.00
Foreman w/truck		55.00	55.00
Superintendent w/truck	75.00	74.50	65.00
Climber w/gear	95.00	94.50	95.00
Supervisor w/truck	60.00	-	-
Mechanic w/truck and tools	60.00	-	-
Ticket writers	35.00	-	-
Clerical	35.00	-	-
Administrative Assistant	45.00	-	-

*Disposal costs (tipping Fees) shall be invoiced to the County by the Contractor based upon the actual tipping fee of the designated solid waste disposal site, regardless of final disposal location, at the time of disposal. This reference of cost does not preclude the Contractor from utilizing alternate disposal sites as agreed to by the parties (See Attachment "1").

h/anne/agreements/disaster-recovery-services-attach-2

AGREEMENT FOR DISASTER RECOVERY SERVICES

ATTACHMENT 3 - Schedule of Equipment Rates - Applicant-
Owned Equipment

The attached Schedule of Equipment Rates is based on 44 CFR § 206.228 Allowable Costs, and applies to applicant-owned equipment in good mechanical condition, complete with all required attachments.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT AFTER THE DATE OF PUBLICATION OF THIS SCHEDULE (last publication date 9/9/04), AND MAY BE SUBJECT TO CHANGE DEPENDING ON CURRENT ALLOWABLE COSTS, AS DEFINED BY FEMA.

FEMA's Schedule of Equipment Rates

DEPARTMENT OF HOMELAND SECURITY EMERGENCY PREPAREDNESS AND RESPONSE DIRECTORATE RECOVERY DIVISION PUBLIC ASSISTANCE BRANCH WASHINGTON, D.C. 20472

The rates on this Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incident to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER AUGUST 28, 2005.

Cost Code	Equipment	Specification	Capacity/Size	HP	Notes	Unit	Rate
8490	Aerial Lift, Self-Propelled	Max. Platform Height	37 Ft	to 15	Articulated, Telescoping, Scissor.	hour	\$5.70
8491	Aerial Lift, Self-Propelled	Max. Platform Height	60 Ft	to 30	Articulated, Telescoping, Scissor.	hour	\$11.80
8492	Aerial Lift, Self-Propelled	Max. Platform Height	70 Ft	to 50	Articulated, Telescoping, Scissor.	hour	\$21.40
8493	Aerial Lift, Self-Propelled	Max. Platform Height	125 Ft	to 85	Articulated and Telescoping.	hour	\$38.50
8494	Aerial Lift, Self-Propelled	Max. Platform Height	150 Ft	to 130	Articulated and Telescoping.	hour	\$60.00
8486	Aerial Lift, Truck Mntd	Max. Platform Height	25 Ft		Articulated and Telescoping.	hour	\$5.40
8487	Aerial Lift, Truck Mntd	Max. Platform Height	50 Ft		Articulated and Telescoping.	hour	\$9.00
8488	Aerial Lift, Truck Mntd	Max. Platform Height	75 Ft		Articulated and Telescoping.	hour	\$19.10
8489	Aerial Lift, Truck Mntd	Max. Platform Height	100 Ft		Articulated and Telescoping.	hour	\$36.00
8010	Air Compressor	Air Delivery	41 CFM	to 10	Hoses included.	hour	\$1.55
8011	Air Compressor	Air Delivery	103 CFM	to 30	Hoses included.	hour	\$4.75
8012	Air Compressor	Air Delivery	130 CFM	to 50	Hoses included.	hour	\$9.25
8013	Air Compressor	Air Delivery	175 CFM	to 90	Hoses included.	hour	\$17.20
8014	Air Compressor	Air Delivery	400 CFM	to 145	Hoses included.	hour	\$24.80
8015	Air Compressor	Air Delivery	575 CFM	to 230	Hoses included.	hour	\$40.50
8016	Air Compressor	Air Delivery	1100 CFM	to 355	Hoses included.	hour	\$60.00
8017	Air Compressor	Air Delivery	1600 CFM	to 500	Hoses included.	hour	\$82.00
8020	Air Curtain Burner			to 50	In ground burner.	hour	\$6.60
8021	Air Curtain Burner			to 75	In ground burner.	hour	\$7.60
8022	Air Curtain Burner			to 100	In ground burner.	hour	\$8.75
8023	Air Curtain Burner			to 50	Above ground burner.	hour	\$9.05
8024	Air Curtain Burner			to 75	Above ground burner.	hour	\$11.60
8025	Air Curtain Burner			to 100	Above ground burner.	hour	\$15.30
8040	Ambulance			to 150		hour	\$21.50
8041	Ambulance			to 210		hour	\$32.00
8060	Auger, Portable	Hole Diameter	16 In	to 6		hour	\$1.40
8061	Auger, Portable	Hole Diameter	18 In	to 13		hour	\$3.30
8062	Auger, Tractor Mntd	Max. Auger Diameter	36 In	to 13	Includes digger, boom and mounting hardware.	hour	\$1.80
8063	Auger, Truck Mntd	Max. Auger Size	24 In	to 100	Guardrail post driver.	hour	\$30.00
8070	Automobile			to 130	Transporting people.	mile	\$0.45
8071	Automobile			to 130	Transporting cargo.	hour	\$9.75
8072	Automobile, Police			to 250	Patrolling.	mile	\$0.55
8073	Automobile, Police			to 250	Stationary with engine running.	hour	\$14.35
8110	Barge, Deck	Size	120'x30'x7.25'			hour	\$25.50
8111	Barge, Deck	Size	120'x45'x7'			hour	\$39.50
8112	Barge, Deck	Size	140'x45'x7'			hour	\$53.00
8113	Barge, Deck	Size	150'x45'x9'			hour	\$62.00

FEMA's Schedule of Equipment Rates

8115	Barge, Hopper	Size	200'x35'x12'		Open	hour	\$46.50
8116	Barge, Hopper	Size	200'x35'x12'		Closed	hour	\$54.00
8050	Board, Arrow			to 8	Trailer Mounted.	hour	\$3.10
8051	Board, Message			to 5	Trailer Mounted.	hour	\$8.55
8133	Boat, Push	Size	45'x21'x6'	to 435	Flat hull.	hour	\$160.00
8134	Boat, Push	Size	54'x21'x6'	to 525	Flat hull.	hour	\$182.00
8135	Boat, Push	Size	58'x24'x7.5'	to 705	Flat hull.	hour	\$226.00
8136	Boat, Push	Size	64'x25'x8'	to 870	Flat hull.	hour	\$270.00
8130	Boat, Row				Heavy duty.	hour	\$0.85
8131	Boat, Runabout	Size	13'x5'	to 50	Outboard.	hour	\$14.45
8132	Boat, Tender	Size	14'x7'	to 100	Inboard with 360 degree drive.	hour	\$27.00
8120	Boat, Tow	Size	55'x20'x5'	to 870	Steel.	hour	\$204.00
8121	Boat, Tow	Size	60'x21'x5'	to 1050	Steel.	hour	\$339.00
8122	Boat, Tow	Size	70'x30'x7.5'	to 1350	Steel.	hour	\$480.00
8123	Boat, Tow	Size	120'x34'x8'	to 2000	Steel.	hour	\$693.00
8140	Boat, Tug	Length	16 Ft	to 100		hour	\$31.00
8141	Boat, Tug	Length	18 Ft	to 175		hour	\$48.00
8142	Boat, Tug	Length	26 Ft	to 250		hour	\$63.00
8143	Boat, Tug	Length	40 Ft	to 380		hour	\$140.00
8144	Boat, Tug	Length	51 Ft	to 700		hour	\$207.00
8419	Breaker, Pavement Hand-Held	Weight	25-90 Lbs			hour	\$0.70
8420	Breaker, Pavement			to 70		hour	\$29.50
8421	Breaker, Pavement			to 105		hour	\$39.50
8422	Breaker, Pavement			to 137		hour	\$52.00
8150	Broom, Pavement	Broom Length	72 In	to 20		hour	\$9.35
8151	Broom, Pavement	Broom Length	84 In	to 45		hour	\$13.95
8152	Broom, Pavement	Broom Length	96 In	to 100		hour	\$18.80
8153	Broom, Pavement, Mntd	Broom Length	72 In	to 18		hour	\$6.10
8154	Broom, Pavement, Pull	Broom Length	84 In	to 20		hour	\$7.60
8270	Bucket, Clamshell	Capacity	1.0 CY		Includes teeth.	hour	\$4.10
8271	Bucket, Clamshell	Capacity	2.5 CY		Includes teeth.	hour	\$7.25
8272	Bucket, Clamshell	Capacity	5.0 CY		Includes teeth.	hour	\$12.00
8273	Bucket, Clamshell	Capacity	7.5 CY		Includes teeth.	hour	\$16.40
8275	Bucket, Dragline	Capacity	2.0 CY			hour	\$3.30
8276	Bucket, Dragline	Capacity	5.0 CY			hour	\$6.95
8277	Bucket, Dragline	Capacity	10 CY			hour	\$11.55
8278	Bucket, Dragline	Capacity	14 CY			hour	\$13.50
8180	Bus			to 150		hour	\$14.75
8181	Bus			to 210		hour	\$22.30
8182	Bus			to 300		hour	\$30.50
8190	Chain Saw	Bar Length	16 In			hour	\$1.55
8191	Chain Saw	Bar Length	25 In			hour	\$3.10
8192	Chain Saw, Pole	Bar Size	18 In			hour	\$1.65
8200	Chipper, Brush	Chipping Capacity	6 In	to 35	Trailer Mounted.	hour	\$12.80
8201	Chipper, Brush	Chipping Capacity	12 In	to 65	Trailer Mounted.	hour	\$17.70
8202	Chipper, Brush	Chipping Capacity	16 In	to 100	Trailer Mounted.	hour	\$23.00
8203	Chipper, Brush	Chipping Capacity	18 In	to 125	Trailer Mounted.	hour	\$29.00
8204	Chipper, Brush	Chipping Capacity	18 In	to 200	Trailer Mounted.	hour	\$42.50
8205	Chipper, Brush	Chipping Capacity	19 In	to 300	Trailer Mounted.	hour	\$59.00
8206	Chipper, Brush	Chipping Capacity	19 In	to 450	Trailer Mounted.	hour	\$86.00
8207	Chipper, Brush			to 650	Trailer Mounted.	hour	\$130.00
8210	Clamshell & Dragline			to 100	Bucket not included in rate.	hour	\$71.00
8211	Clamshell & Dragline			to 155	Bucket not included in rate.	hour	\$95.00
8212	Clamshell & Dragline			to 235	Bucket not included in rate.	hour	\$131.00
8213	Clamshell & Dragline			to 350	Bucket not included in rate.	hour	\$178.00
8214	Clamshell & Dragline			to 530	Bucket not included in rate.	hour	\$250.00
8215	Clamshell & Dragline			to 800	Bucket not included in rate.	hour	\$343.00
8712	Cleaner, Sewer/Catch Basin	Hopper Capacity	5 CY		Truck Mounted.	hour	\$18.80
8713	Cleaner, Sewer/Catch Basin	Hopper Capacity	14 CY		Truck Mounted.	hour	\$23.30
8220	Compactor			to 10		hour	\$8.70
8221	Compactor			to 45		hour	\$15.30
8222	Compactor			to 75		hour	\$22.70
8223	Compactor			to 95		hour	\$28.00
8224	Compactor			to 150		hour	\$43.50
8225	Compactor			to 235		hour	\$73.00
8226	Compactor			to 335		hour	\$119.00

FEMA's Schedule of Equipment Rates

8227	Compactor			to 535		hour	\$234.00
8228	Compactor, towed			to 15		hour	\$15.00
8229	Compactor, towed			to 50		hour	\$39.00
8230	Compactor, towed			to 100		hour	\$65.00
8500	Crane	Max. Lift Capacity	8 MT	to 80		hour	\$30.50
8501	Crane	Max. Lift Capacity	15 MT	to 150		hour	\$44.00
8502	Crane	Max. Lift Capacity	27 MT	to 200		hour	\$66.00
8503	Crane	Max. Lift Capacity	45 MT	to 300		hour	\$98.00
8504	Crane	Max. Lift Capacity	70 MT	to 350		hour	\$143.00
8505	Crane	Max. Lift Capacity	110 MT	to 450		hour	\$208.00
8496	Crane, Truck Mntd	Max. Lift Capacity	17600 Lbs			hour	\$22.50
8497	Crane, Truck Mntd	Max. Lift Capacity	33000 Lbs			hour	\$34.00
8498	Crane, Truck Mntd	Max. Lift Capacity	60000 Lbs			hour	\$55.00
8499	Crane, Truck Mntd	Max. Lift Capacity	120000 Lbs			hour	\$98.00
8195	Cutter, Brush	Cutter Size	8 ft	to 150			\$76.00
8196	Cutter, Brush	Cutter Size	8 ft	to 190			\$86.00
8197	Cutter, Brush	Cutter Size	10 ft	to 245			\$96.00
8670	Derrick, Hydraulic Digger	Max. Boom Length	55 Ft		Includes hydraulic pole alignment attachment.	hour	\$32.50
8671	Derrick, Hydraulic Digger	Max. Boom Length	75 Ft		Includes hydraulic pole alignment attachment.	hour	\$34.50
8672	Derrick, Hydraulic Digger	Max. Boom Length	95 Ft		Includes hydraulic pole alignment attachment.	hour	\$36.50
8580	Distributor, Asphalt	Tank Capacity	500 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar.	hour	\$10.50
8581	Distributor, Asphalt	Tank Capacity	1000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar.	hour	\$15.60
8582	Distributor, Asphalt	Tank Capacity	4000 Gal		Truck Mounted. Includes burners, insulated tank, and circulating spray bar.	hour	\$19.10
8250	Dozer, Crawler			to 65		hour	\$31.00
8251	Dozer, Crawler			to 105		hour	\$40.00
8252	Dozer, Crawler			to 160		hour	\$55.00
8253	Dozer, Crawler			to 245		hour	\$79.00
8254	Dozer, Crawler			to 375		hour	\$124.00
8255	Dozer, Crawler			to 565		hour	\$200.00
8256	Dozer, Crawler			to 850		hour	\$344.00
8260	Dozer, Wheel			to 260		hour	\$55.00
8261	Dozer, Wheel			to 335		hour	\$68.00
8262	Dozer, Wheel			to 445		hour	\$86.00
8263	Dozer, Wheel			to 615		hour	\$126.00
8280	Excavator, Hydraulic	Bucket Capacity	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	\$21.90
8281	Excavator, Hydraulic	Bucket Capacity	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	\$37.50
8282	Excavator, Hydraulic	Bucket Capacity	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	\$64.00
8283	Excavator, Hydraulic	Bucket Capacity	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	\$104.00
8284	Excavator, Hydraulic	Bucket Capacity	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	\$163.00
8285	Excavator, Hydraulic	Bucket Capacity	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	\$255.00
8286	Excavator, Hydraulic	Bucket Capacity	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	\$404.00
8240	Feeder, Grizzly			to 35		hour	\$19.20
8241	Feeder, Grizzly			to 55		hour	\$29.00
8242	Feeder, Grizzly			to 75		hour	\$45.50
8300	Fork Lift	Capacity	6000 Lbs	to 60		hour	\$9.90
8301	Fork Lift	Capacity	12000 Lbs	to 90		hour	\$14.45
8302	Fork Lift	Capacity	18000 Lbs	to 140		hour	\$23.90
8303	Fork Lift	Capacity	50000 Lbs	to 215		hour	\$42.50
8310	Generator	Prime Output	5.5 KW	to 10		hour	\$3.60
8311	Generator	Prime Output	16 KW	to 25		hour	\$8.45
8312	Generator	Prime Output	43 KW	to 65		hour	\$18.10
8313	Generator	Prime Output	85 KW	to 125		hour	\$28.50
8314	Generator	Prime Output	140 KW	to 200		hour	\$40.50
8315	Generator	Prime Output	210 KW	to 300		hour	\$59.00
8316	Generator	Prime Output	280 KW	to 400		hour	\$75.00
8317	Generator	Prime Output	350 KW	to 500		hour	\$94.00

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8318	Generator	Prime Output	530 KW	to 750	hour	\$137.00
8319	Generator	Prime Output	710 KW	to 1000	hour	\$179.00
8320	Generator	Prime Output	1100 KW	to 1500	hour	\$274.00
8321	Generator	Prime Output	1500 KW	to 2000	hour	\$369.00
8322	Generator	Prime Output	1900 KW	to 2500	hour	\$457.00
8323	Generator	Prime Output	2400 KW	to 3000	hour	\$547.00
8755	Golf Cart	Capacity	2 person		hour	\$2.55
8330	Graders	Moldboard Size	8 Ft	to 50	Includes Rigid and Articulate equipment.	hour \$23.90
8331	Graders	Moldboard Size	10 Ft	to 100	Includes Rigid and Articulate equipment.	hour \$32.00
8332	Graders	Moldboard Size	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour \$43.00
8333	Graders	Moldboard Size	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour \$60.00
8350	Hose, Discharge	Diameter	3 In		Per 25 foot length. Includes couplings.	hour \$0.15
8351	Hose, Discharge	Diameter	4 In		Per 25 foot length. Includes couplings.	hour \$0.20
8352	Hose, Discharge	Diameter	6 In		Per 25 foot length. Includes couplings.	hour \$0.35
8353	Hose, Discharge	Diameter	8 In		Per 25 foot length. Includes couplings.	hour \$0.55
8354	Hose, Discharge	Diameter	12 In		Per 25 foot length. Includes couplings.	hour \$1.15
8355	Hose, Discharge	Diameter	16 In		Per 25 foot length. Includes couplings.	hour \$1.90
8356	Hose, Suction	Diameter	3 In		Per 25 foot length. Includes couplings.	hour \$0.20
8357	Hose, Suction	Diameter	4 In		Per 25 foot length. Includes couplings.	hour \$0.30
8358	Hose, Suction	Diameter	6 In		Per 25 foot length. Includes couplings.	hour \$0.50
8359	Hose, Suction	Diameter	8 In		Per 25 foot length. Includes couplings.	hour \$0.85
8360	Hose, Suction	Diameter	12 In		Per 25 foot length. Includes couplings.	hour \$1.80
8361	Hose, Suction	Diameter	16 In		Per 25 foot length. Includes couplings.	hour \$3.20
8517	Jackhammer (Dry)	Weight Class	25-45 Lbs			hour \$1.10
8518	Jackhammer (Wet)	Weight Class	30-55 Lbs			hour \$1.20
8380	Loader, Crawler	Bucket Capacity	0.5 CY	to 32	Includes bucket.	hour \$13.90
8381	Loader, Crawler	Bucket Capacity	1 CY	to 60	Includes bucket.	hour \$23.50
8382	Loader, Crawler	Bucket Capacity	2 CY	to 118	Includes bucket.	hour \$46.50
8383	Loader, Crawler	Bucket Capacity	3 CY	to 178	Includes bucket.	hour \$73.00
8384	Loader, Crawler	Bucket Capacity	4 CY	to 238	Includes bucket.	hour \$101.00
8385	Loader, Crawler	Bucket Capacity	5 CY	to 300	Includes bucket.	hour \$135.00
8540	Loader, Skid-Steer	Operating Capacity	1000 Lbs	to 35		hour \$12.50
8541	Loader, Skid-Steer	Operating Capacity	2000 Lbs	to 65		hour \$17.40
8542	Loader, Skid-Steer	Operating Capacity	3000 Lbs	to 85		hour \$20.10
8543	Loader, Skid-Steer	Operating Capacity	4000 Lbs	to 94		hour \$21.00
8401	Loader, Tractor, Wheel			to 81		hour \$17.80
8390	Loader, Wheel	Bucket Capacity	0.5 CY	to 38		hour \$13.25
8391	Loader, Wheel	Bucket Capacity	1 CY	to 60		hour \$17.10
8392	Loader, Wheel	Bucket Capacity	2 CY	to 105		hour \$25.50
8393	Loader, Wheel	Bucket Capacity	3 CY	to 152		hour \$34.00
8394	Loader, Wheel	Bucket Capacity	4 CY	to 200		hour \$43.50
8395	Loader, Wheel	Bucket Capacity	5 CY	to 250		hour \$53.00
8396	Loader, Wheel	Bucket Capacity	6 CY	to 305		hour \$65.00
8397	Loader, Wheel	Bucket Capacity	7 CY	to 360		hour \$79.00
8398	Loader, Wheel	Bucket Capacity	8 CY	to 415		hour \$92.00
8399	Loader, Wheel	Bucket Capacity	9 CY	to 470		hour \$105.00
8400	Loader, Wheel	Bucket Capacity	10 CY	to 530		hour \$122.00
8570	Loader-Backhoe, Wheel	Loader Bucket Capacity	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour \$12.25
8571	Loader-Backhoe, Wheel	Loader Bucket Capacity	1 CY	to 70	Loader and Backhoe Buckets included.	hour \$19.70
8572	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour \$28.50

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8573	Loader-Backhoe, Wheel	Loader Bucket Capacity	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	\$36.50
8410	Mixer, Concrete Portable	Batching Capacity	10 Cft			hour	\$2.90
8411	Mixer, Concrete Portable	Batching Capacity	16 Cft			hour	\$4.25
8412	Mixer, Concrete, Trailer Mntd	Batching Capacity	11 Cft	to 10		hour	\$9.35
8413	Mixer, Concrete, Trailer Mntd	Batching Capacity	16 Cft	to 25		hour	\$14.70
8075	Motorcycle, Police					mile	\$0.40
8633	Mulcher, Trailer Mntd	Working Capacity	7 TPH	to 35		hour	\$10.10
8634	Mulcher, Trailer Mntd	Working Capacity	10 TPH	to 55		hour	\$15.00
8635	Mulcher, Trailer Mntd	Working Capacity	20 TPH	to 120		hour	\$22.60
8430	Paver, Asphalt			to 50	Includes wheel and crawler equipment.	hour	\$41.50
8431	Paver, Asphalt			to 75	Includes wheel and crawler equipment.	hour	\$63.00
8432	Paver, Asphalt			to 125	Includes wheel and crawler equipment.	hour	\$97.00
8433	Paver, Asphalt			to 175	Includes wheel and crawler equipment.	hour	\$125.00
8434	Paver, Asphalt			to 250	Includes wheel and crawler equipment.	hour	\$151.00
8436	Pick-up, Asphalt			to 110		hour	\$57.00
8437	Pick-up, Asphalt			to 150		hour	\$82.00
8438	Pick-up, Asphalt			to 200		hour	\$103.00
8439	Pick-up, Asphalt			to 275		hour	\$145.00
8660	Plow, Cable	Plow Depth	18 in	to 30		hour	\$9.50
8661	Plow, Cable	Plow Depth	36 in	to 65		hour	\$19.30
8662	Plow, Cable	Plow Depth	48 in	to 110		hour	\$30.50
8450	Plow, Grader Mntd	Width	to 10 Ft			hour	\$18.60
8451	Plow, Grader Mntd	Width	to 14 Ft			hour	\$25.00
8452	Plow, Truck Mntd	Width	to 15 Ft			hour	\$14.05
8453	Plow, Truck Mntd	Width	to 15 Ft		With leveling wing.	hour	\$20.40
8470	Pump			to 3	Hoses not included.	hour	\$2.70
8471	Pump			to 6	Hoses not included.	hour	\$3.70
8472	Pump			to 10	Hoses not included.	hour	\$5.05
8473	Pump			to 15	Hoses not included.	hour	\$6.00
8474	Pump			to 25	Hoses not included.	hour	\$8.60
8475	Pump			to 40	Hoses not included.	hour	\$11.25
8476	Pump			to 60	Hoses not included.	hour	\$16.70
8477	Pump			to 95	Hoses not included.	hour	\$24.60
8478	Pump			to 140	Hoses not included.	hour	\$26.50
8479	Pump			to 200	Hoses not included.	hour	\$31.50
8463	Pump Extender	Length	20 Ft			hour	\$1.25
8460	Pump, W/O Power	Pump Size	6 In			hour	\$2.30
8461	Pump, W/O Power	Pump Size	12 In			hour	\$3.00
8462	Pump, W/O Power	Pump Size	24 In			hour	\$7.15
8510	Saw, Concrete	Blade Diameter	14 In	to 14		hour	\$5.35
8511	Saw, Concrete	Blade Diameter	26 In	to 35		hour	\$12.60
8512	Saw, Concrete	Blade Diameter	48 In	to 65		hour	\$22.10
8513	Saw, Rock			to 65		hour	\$29.00
8514	Saw, Rock			to 90		hour	\$38.00
8515	Saw, Rock			to 120		hour	\$52.00
8520	Scraper	Scraper Capacity	11 CY	to 175		hour	\$83.00
8521	Scraper	Scraper Capacity	16 CY	to 250		hour	\$109.00
8522	Scraper	Scraper Capacity	23 CY	to 365		hour	\$143.00
8523	Scraper	Scraper Capacity	34 CY	to 475		hour	\$173.00
8524	Scraper	Scraper Capacity	44 CY	to 600		hour	\$208.00
8560	Snow Blower	Capacity	2,000 Tph	to 400		hour	\$140.00
8561	Snow Blower	Capacity	2,500 Tph	to 500		hour	\$157.00
8562	Snow Blower	Capacity	3,500 Tph	to 600		hour	\$180.00
8550	Snow Blower, Truck Mntd	Capacity	600 Tph	to 75		hour	\$38.50
8551	Snow Blower, Truck Mntd	Capacity	1100 Tph	to 150		hour	\$60.00
8552	Snow Blower, Truck Mntd	Capacity	1600 Tph	to 250		hour	\$90.00
8553	Snow Blower, Truck Mntd	Capacity	2500 Tph	to 400		hour	\$128.00
8558	Snow Thrower, Walk Behind	Cutting Width	25 in	to 5		hour	\$12.80
8559	Snow Thrower, Walk Behind	Cutting Width	60 in	to 15		hour	\$16.30
8630	Sprayer, Seed	Working Capacity	750 Gal	to 30	Trailer & truck mounted.	hour	\$10.70
8631	Sprayer, Seed	Working Capacity	1250 Gal	to 50	Trailer & truck mounted.	hour	\$13.45
8632	Sprayer, Seed	Working Capacity	3500 Gal	to 115	Trailer & truck mounted.	hour	\$22.40
8458	Spreader, Chemical	Capacity	5 CY	to 4	Trailer & truck mounted.	hour	\$4.10
8423	Spreader, Chip	Spread Hopper Width	12.5 Ft	to 152		hour	\$50.00
8424	Spreader, Chip	Spread Hopper Width	16.5 Ft	to 215		hour	\$66.00
8425	Spreader, Chip, Mntd	Hopper Size	8 Ft	to 8	Trailer & truck mounted.	hour	\$3.65
8455	Spreader, Sand	Mounting	Tailgate, Chassis			hour	\$4.05

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8456	Spreader, Sand	Mounting	Dump Body			hour	\$5.65
8457	Spreader, Sand	Mounting	Truck (10yd)			hour	\$7.90
8440	Striper	Paint Capacity	40 Gal	to 22		hour	\$12.90
8441	Striper	Paint Capacity	90 Gal	to 60		hour	\$19.10
8442	Striper	Paint Capacity	120 Gal	to 122		hour	\$38.00
8445	Striper, Truck Mntd	Paint Capacity	120 Gal	to 460		hour	\$69.00
8446	Striper, Walk-behind	Paint Capacity	12 Gal			hour	\$3.25
8157	Sweeper, Pavement			to 110		hour	\$47.00
8158	Sweeper, Pavement			to 150		hour	\$56.00
8159	Sweeper, Pavement			to 200		hour	\$62.00
8590	Trailer, Dump	Capacity	20 CY		Does not include Prime Mover.	hour	\$17.40
8591	Trailer, Dump	Capacity	30 CY		Does not include Prime Mover.	hour	\$26.00
8592	Trailer, Dump	Capacity	40 CY		Does not include Prime Mover.	hour	\$35.00
8600	Trailer, Equipment	Capacity	30 Tons			hour	\$9.90
8601	Trailer, Equipment	Capacity	40 Tons			hour	\$11.45
8602	Trailer, Equipment	Capacity	60 Tons			hour	\$13.70
8603	Trailer, Equipment	Capacity	120 Tons			hour	\$18.30
8640	Trailer, Office	Trailer Size	8' x 24'			hour	\$1.60
8641	Trailer, Office	Trailer Size	8' x 32'			hour	\$1.90
8642	Trailer, Office	Trailer Size	10' x 32'			hour	\$2.30
8610	Trailer, Water	Tank Capacity	4000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$10.65
8611	Trailer, Water	Tank Capacity	6000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$12.40
8612	Trailer, Water	Tank Capacity	10000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$15.40
8613	Trailer, Water	Tank Capacity	14000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	\$18.70
8650	Trencher			to 35	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$14.70
8651	Trencher			to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$32.50
8652	Trencher			to 115	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$41.50
8653	Trencher			to 175	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	\$61.00
8290	Trowel, Concrete	Diameter	90 In	to 25		hour	\$11.70
8291	Trowel, Concrete	Diameter	100 In	to 38		hour	\$17.90
8810	Truck, Bucket				Add Flatbed Truck to		
8811	Truck, Cleaning				Truck Mounted Aerial		
8680	Truck, Concrete Mixer	Mixer Capacity	10 CY	to 255	Add Flatbed Truck to Sewer Cleaner.	hour	\$70.00
8681	Truck, Concrete Mixer	Mixer Capacity	13 CY	to 300		hour	\$81.00
8720	Truck, Dump	Struck Capacity	8 CY	to 210		hour	\$25.50
8721	Truck, Dump	Struck Capacity	10 CY	to 235		hour	\$28.00
8722	Truck, Dump	Struck Capacity	12 CY	to 255		hour	\$31.00
8723	Truck, Dump	Struck Capacity	18 CY	to 330		hour	\$46.50
8724	Truck, Dump	Struck Capacity	28 CY	to 400		hour	\$77.00
8725	Truck, Dump	Struck Capacity	40 CY	to 460		hour	\$85.00
8726	Truck, Dump	Struck Capacity	50 CY	to 620		hour	\$108.00
8690	Truck, Fire	Pump Capacity	1000 GPM			hour	\$53.00
8691	Truck, Fire	Pump Capacity	1250 GPM			hour	\$56.00
8692	Truck, Fire	Pump Capacity	1500 GPM			hour	\$71.00
8693	Truck, Fire	Pump Capacity	2000 GPM			hour	\$77.00
8700	Truck, Flatbed	Maximum Gvw	15000 Lbs	to 150		hour	\$16.40
8701	Truck, Flatbed	Maximum Gvw	25000 Lbs	to 180		hour	\$20.20
8702	Truck, Flatbed	Maximum Gvw	30000 Lbs	to 215		hour	\$26.50
8703	Truck, Flatbed	Maximum Gvw	45000 Lbs	to 250		hour	\$29.50
8704	Truck, Flatbed	Maximum Gvw	50000 Lbs	to 300		hour	\$38.00
8705	Truck, Flatbed			to 375		hour	\$46.00

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8706	Truck, Flatbed			to 450		hour	\$53.00
8730	Truck, Garbage	Capacity	25 CY	to 255		hour	\$41.50
8731	Truck, Garbage	Capacity	32 CY	to 325		hour	\$50.00
8812	Truck, Knuckle Boom				Add Flatbed Truck to Truck Mounted Crane.		
8813	Truck, Ladder				Add Flatbed Truck to Truck Mounted Aerial		
8814	Truck, Line				Add Flatbed Truck to Hydraulic Digger Derrick.		
8800	Truck, Pickup			to 130	When transporting people.	mile	\$0.45
8801	Truck, Pickup			to 130		hour	\$9.75
8802	Truck, Pickup			to 180		hour	\$13.35
8803	Truck, Pickup			to 230		hour	\$16.50
8804	Truck, Pickup			to 280		hour	\$19.90
8790	Truck, Tractor			to 210		hour	\$29.50
8791	Truck, Tractor			to 265		hour	\$36.50
8792	Truck, Tractor			to 310		hour	\$42.00
8793	Truck, Tractor			to 350		hour	\$44.50
8780	Truck, Water	Tank Capacity	2500 Gal	to 175	Include pump and rear spray system.	hour	\$27.50
8781	Truck, Water	Tank Capacity	4000 Gal	to 250	Include pump and rear spray system.	hour	\$39.00
8620	Tub Grinder			to 400		hour	\$78.00
8621	Tub Grinder			to 500		hour	\$97.00
8622	Tub Grinder			to 600		hour	\$110.00
8623	Tub Grinder			to 700		hour	\$125.00
8624	Tub Grinder			to 800		hour	\$144.00
8625	Tub Grinder			to 900		hour	\$156.00
8626	Tub Grinder			to 1000		hour	\$170.00
8753	Vehicle, Recreational			to 10		hour	\$2.75
8750	Vehicle, Small			to 30		hour	\$5.25
8760	Vibrator, Concrete			to 4		hour	\$1.00
8761	Vibrator, Concrete			to 8		hour	\$2.75
8770	Welder, Portable			to 16	Includes ground cable and lead cable.	hour	\$4.90
8771	Welder, Portable			to 34	Includes ground cable and lead cable.	hour	\$10.25
8772	Welder, Portable			to 50	Includes ground cable and lead cable.	hour	\$14.75
8773	Welder, Portable			to 80	Includes ground cable and lead cable.	hour	\$21.60