

**CONTRACT FOR DISASTER RECOVERY/DEBRIS MANAGEMENT  
FOR NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this 11th day of October 2010, by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **Byrd Brothers Emergency Services, LLC**, a North Carolina Corporation, whose principal office address is located at 5164 Lamm Road, Wilson, North Carolina 27893, hereinafter referred to as "Contractor":

WHEREAS, the County intends to set up a plan for Disaster Recovery/Debris Management in the event of a disaster; and

WHEREAS, the County requires certain contracted services in connection with Disaster Recovery/Debris Management operations; and

WHEREAS, the Contractor desires to render certain Disaster Recovery/Debris Management services as described in the Scope of Services, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy has determined that it would be in the best interest of the County to award a contract to Contractor for the rendering of those services described in the Scope of Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**ARTICLE 1 - EMPLOYMENT OF CONTRACTOR**

The County hereby agrees to engage Contractor, and Contractor hereby agrees to perform the services set forth in the Scope of Services.

## **ARTICLE 2 - SCOPE OF SERVICES**

Contractor shall provide Disaster Recovery/Debris Management services in accordance with the Scope of Services set forth in Attachment "A", attached hereto and incorporated by reference.

## **ARTICLE 3 - THE COUNTY'S RESPONSIBILITY**

Except as provided in the Scope of Service, the County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Contractor's services. The County hereby designates Emergency Management to act on the County's behalf with respect to the Scope of Services. The Director of Emergency Management, under the supervision of the County Manager shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Contractor's services.

## **ARTICLE 4 - TERM OF AGREEMENT**

The term of this Agreement shall be for a five year period beginning on the date of its complete execution. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this provision shall be in two (2) year increments. Total contract length and individual two (2) year extensions shall be in the County's best interest and sole discretion. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the County and Contractor.

## **ARTICLE 5 – COMPENSATION**

**5.1** The County shall pay Contractor in accordance with the fees contained in the Fee Schedules, which are attached hereto as Attachment "B" and Attachment "C", and incorporated herein as if set forth in full.

**5.2** Contractor shall prepare and submit to the Emergency Management Department, for approval, an invoice for the services rendered under this Agreement not more than once every fifteen (15) days. The invoices must contain the following items:

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

**5.3** The County may remove any disputed amount line items in the invoice for review. Disputed items will be returned to the Contractor for additional clarification prior to payment of those tickets.

**5.4** 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 are 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 Contractor will be responsible for 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.

**5.5** 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.

**5.6** After presentation of an approved payment request, Clerk Finance will pay the Contractor a payment on the basis of the approved payment request less the retainage. The retainage shall be an amount equal to ten percent (10%) of said request.

**5.7** All payments are made within forty-five (45) days pursuant to the Florida Prompt Payment Act.

#### **ARTICLE 6 - STANDARD OF CARE**

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Contractor, at no additional cost to the County, re-perform services which fail to satisfy the foregoing standard of care.

#### **ARTICLE 7 - DOCUMENTS**

The documents which comprise this Agreement between the County and the Contractor are attached hereto and made a part hereof and consist of the following:

- 7.1** This Agreement;
- 7.2** The Scope of Services attached hereto as Attachment "A";
- 7.3** Fee Schedules attached hereto as Attachment "B" and Attachment "C";
- 7.4** Any written amendments, modifications or Addenda to this Agreement.

#### **ARTICLE 8 - EQUAL OPPORTUNITY EMPLOYMENT**

In connection with the work to be performed under this Agreement, Contractor agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

#### **ARTICLE 9 - TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT**

Contractor certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the county determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Contractor represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

#### **ARTICLE 10 - INDEMNIFICATION**

**10.1** Contractor shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the contractor, in the performance of the contract. The Contractor shall not indemnify or hold harmless the County for any negligence of the County, its employees, officers, directors, or agents.

#### **ARTICLE 11 - INDEPENDENT CONTRACTOR**

Contractor undertakes performance of the services as an independent contractor under this Agreement, and shall be wholly responsible for the performance of the services referenced in Scope of Services (Attachment "A"). The County shall have the right to monitor and observe the methods used in performance of these services.

Contractor shall work closely with the County in performing services under this Agreement.

## **ARTICLE 12 – EXTENT OF AGREEMENT**

**12.1** This Agreement represents the entire and integrated agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreement, either written or oral.

**12.2** This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

## **ARTICLE 13 - COMPLIANCE WITH LAWS**

In performance of the services, Contractor will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

## **ARTICLE 14 - INSURANCE**

**14.1** The Contractor shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is appropriate for the services being performed hereunder by Contractor, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements.

**14.1.1 Worker's Compensation:** Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

- a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.

- b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

**14.1.2 Comprehensive General Liability:** Coverage must include:

- a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage; \$2,000,000 general aggregate.
- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
- c. Additional Insured. County is to be specifically included as an additional insured.
- d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

**14.1.3 Comprehensive Automobile Liability:** Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- a. \$1,000,000 combined single limit per accident for bodily injury and property damage.
- b. Owned Vehicles
- c. Hired and Non-Owned Vehicles
- d. Employee Non-Ownership

- e. Additional Insured. County is to be specifically included as an additional insured.
- f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with ten (10) days' written notice of cancellation and/or restriction.

**14.1.4 Umbrella policy:** Coverage must be afforded on a form no more restricted than the latest Umbrella Policy filed by Insurance Services Offices and must include:

- a. \$5,000,000 per occurrence
- b. General Liability underlying coverage: \$1,000,000 for bodily injury, personal injury and property damage. General Aggregate of \$2,000,000.
- c. Auto liability: Underlying combined single limit of \$1,000,000.
- d. Employers' Liability: Underlying limit \$500,000/\$500,000/\$500,000.

**14.1.5 Additional Insured.** County is to be specifically included as an additional insured.

**14.1.6 Notice of Cancellation and/or Restriction.** The policy must be endorsed to provide County with ten (10) day's written notice of cancellation and/or restriction.

**14.2** Certificates of Insurance evidencing the insurance coverage specified in this Section shall be filed with the County. The Certificates of Insurance shall be filed with County before this Agreement is deemed approved by the County. The required Certificates of Insurance not only shall name types of policies provided, but also shall



refer specifically to this Agreement. All the policies of insurance so required of Contractor except workers compensation and professional liability insurance shall be endorsed to include as additional insured the County, its officers, employees, and agents to the extent of the County's interest arising from any contract agreement between County and Contractor. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

**14.3** Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the County, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Contractor shall provide the County with financial information concerning any self insurance fund insuring Contractor. At the County's option, a Best's rating or Self-Insurance Fund financial information may be waived.

#### **ARTICLE 15 – ACCESS TO PREMISES**

The County shall be responsible for providing access to all project sites, and for providing project-specific information.

#### **ARTICLE 16 - TERMINATION OF AGREEMENT**

**16.1 . Termination for Convenience:** This Agreement may be terminated by the County for convenience, upon thirty (30) days of written notice to Contractor. In such event, the Contractor shall be paid its compensation for services performed prior to the termination date. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor is liable to the County for any and all loss pertaining to this termination.

**16.2 Default by Contractor:** In addition to all other remedies available to the County, the County may terminate this Agreement for cause should the Contractor neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination the County shall provide written notice of the specific conditions warranting default, and the County shall allow thirty (30) days for Contractor to cure.

#### **ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION**

Contractor shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from the Contractor's performance of the Services to be proprietary unless such information is available from public sources. Contractor shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

#### **ARTICLE 18 - UNCONTROLLABLE FORCES**

**18.1** Neither the County nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

**18.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and

which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

#### **ARTICLE 19 - GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Nassau County.

#### **ARTICLE 20 - MISCELLANEOUS**

**20.1 Non-waiver:** A waiver by either County or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**20.2 Severability:** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**20.3** The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

#### **ARTICLE 21 - SUCCESSORS AND ASSIGNS**

The County and Contractor each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

#### **ARTICLE 22 - CONTINGENT FEES**

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

#### **ARTICLE 23 - OWNERSHIP OF DOCUMENTS**

Contractor shall be required to work in harmony with other contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

#### **ARTICLE 24 - NOTICE**

**24.1** Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person,

sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

**COUNTY**

Nassau County Contract Management  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097

Facsimile: (904)321-2658

With a copy to the County Attorney at the same address.

**CONTRACTOR:**

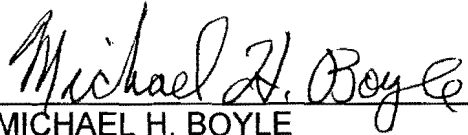
Byrd Brothers Emergency Services, LLC  
5164 Lamm Road  
Wilson, NC 27893

**24.2** Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

**24.3** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**Nassau County,  
Board of County Commissioners**

  
\_\_\_\_\_  
MICHAEL H. BOYLE  
Its: Chairman

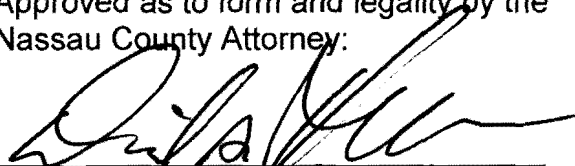
Date: 10-11-10

Attest to Authenticity of Chair's  
Signature


  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

*EAK*  
*10/13/10*

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

  
\_\_\_\_\_  
DAVID A. HALLMAN

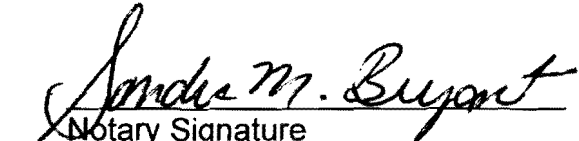
**Byrd Brothers Emergency Services, LLC**

  
By: James Kevin Byrd  
Its: CEO Managing Member

STATE OF North Carolina  
COUNTY OF Wilson

Before me personally appeared, James K. Byrd, 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 11<sup>th</sup> day of October, 2010.

  
Notary Signature

Notary-Public-State of North Carolina at large  
My Commission expires: 10/2/2015

## ATTACHMENT “A”

### Scope of Services for Disaster Recovery/Debris Management Program Board of County Commissioners, Nassau County, Florida

The following work and services are presented as an indication of the work that may be required under the contract, but may not necessarily be all inclusive of work under this contract. The respondent is encouraged to indicate additional items that would create a more efficient or flexible Disaster Recovery/Debris Management Plan:

The work to be undertaken includes, but is not limited to:

- a. **Emergency Road Clearance:** Removal of debris from the primary transportation routes as directed by the County.
- b. **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.
- c. **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 the County, will accomplish the removal of debris from private property. This item will be monitored for strict compliance with FEMA regulations regarding eligibility.
- d. **Debris Removal from Rights of Way (ROW) with FHWA Requirements:** Federal-Aid Requirements of the Federal Highway Administration’s Form **FHWA-1273** titled *“Required Contract Provisions – Federal-Aid Construction Contracts”* shall apply to all work performed by the Contractor or any of its Subcontractors.
- e. **Temporary Debris Staging and Reduction Sites, (TDSRS):** The Contractor will prepare and maintain a sufficient number of TDSRS facilities to accept and process all eligible storm debris. All permits and licenses for the staging areas are the responsibility of the Contractor. 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 crushed concrete 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 exiting 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, construction and demolition debris, recyclable debris, white goods and hazardous waste.



- f. Generated Hazardous Waste Abatement: Abatement of hazardous waste identified by the City in accordance with all applicable Federal, State and local laws, standards and regulations.
- g. Demolition of Hazardous or Condemned Structures that are a hazard to public health.
- h. 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.
- i. Documentation and Inspections: Storm debris shall be subject to inspection by the County. Inspections will be to insure compliance with the contract and applicable local, state and federal 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 Sites, (TDSRS), 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 State 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.
- j. Work Sites: The County will establish and approve all sites 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. This condition of the work site shall be equal to or better than the original condition of the site.
- k. White goods: The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws.
- l. Hazardous Stumps: The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the County. Stumps will be hauled to TDSRS where they shall be inspected and categorized by size.
- m. Clean 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 by the County. This clean fill dirt shall be compacted as directed by the County.
- n. Sand Screening: The Contractor shall screen beach sand to remove eligible debris deposited by an event. This includes the pick up of debris laden sand, hauling to a processing screen located at the beach, processing the sand through the screen and

returning the clean sand to the beach as directed by the County. The debris shall be removed and hauled using the costs located in the debris removal from public property.

- o. Documentation and Recovery Process: Contractor will provide the following 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 as requested by the County
4. Review documentation for accuracy and quantity
5. Assist in preparation of claim documentation

These costs for the documentation and recovery process shall be included in the items in the pricing attachments (Attachments "B" & "C"). Proposers shall have proven experience with overall management and FEMA requirements, rules and regulations to qualify for this scope.

- p. Contractors must attend any kick off meetings held by the County for any event that results in activation of this contract.

**ATTACHMENT "B"**  
**Revised August 16, 2010**

**DEBRIS REMOVAL, PROCESSING AND DISPOSAL**

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization (Lump Sum)	0	Lump Sum
2	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites (NOTE 1 & 6)	7.39	CY
3	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites (NOTE 1 & 6)	9.65	CY
4	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)	7.39	CY
5	Vegetative and C&D Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site (NOTES 2,3 & 7)	3.42	CY
6	Management of TDSRS (NOTE 4)	0.36	CY
7	Processing (Grinding/Chipping) of Vegetative Debris at TDSRS or Final	2.50	CY
8	Grinding or consolidation of C&D debris at TDSRS	3.58	CY
9	Processing (Open Burning) of Vegetative Debris at TDSRS or Final Disposal	1.50	CY
10	Processing Burning of Vegetative debris using air curtain incinerators at TDSRS or final disposal	2.30	CY
11	Pick Up and Haul of White Goods to Site within County	82.50	UNIT
12	Pick Up and Disposal of Hazardous Material	8.03	LB
13	Freon Management and Recycling	52.50	UNIT
14	Dead Animal Collection, Transportation and Disposal	4.94	LB
<b>Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site - (NOTE 6)</b>			
15	6 inch diameter to 11.99 inch diameter	See conversion chart	
16	12 inch diameter to 23.99 inch diameter	See conversion chart	
17	24 inch diameter to 47.99 inch diameter	300 <sup>00</sup>	STUMP
18	48 inch diameter and greater	500 <sup>00</sup>	STUMP
<b>Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2-9</b>			
19	Removal of hazardous hanging limbs greater than 2 inches	79 <sup>00</sup>	PER TREE
20	Removal of hazardous standing trees 6" - 12" in diameter	50 <sup>00</sup>	EACH
21	Removal of hazardous standing trees 13" - 24" in diameter	60 <sup>00</sup>	EACH
22	Removal of hazardous standing trees 25" - 36" in diameter	75 <sup>00</sup>	EACH
23	Removal of hazardous standing trees 37" - 48" in diameter	95 <sup>00</sup>	EACH
24	Removal of hazardous standing trees greater than 48" in diameter	125 <sup>00</sup>	EACH
<b>The following items shall be billed on a time and material basis according to the attached schedules:</b>			
25	Emergency Road Clearance	See Equipment	

ATTACHMENT "B"

		& Labor Rates	
26	Demolition of Structures (Debris will be hauled and disposed of under Items 2-9)	2.25	SQ/FT
27	Disaster event Generated Hazardous Wastes Abatement; Biohazardous Wastes Abatement		N/A
28	Generators, light plants, water pumps, portable toilets and other required equipment or materials	negotiated	COST

NOTES:

1. This price assumes that TDSRS's , final disposal site or other approved disposal sites are within 10 miles. For all distances over 10 miles add \$0.15 per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of TDSRS. For all distances over 30 miles add \$0.15 per cubic yard per mile.
3. The Contractor will pay tipping fee at final disposal site(s) and back charge County at cost.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2 - 7.
6. Invoices to be based on incoming load tickets.
7. Invoices to be based on outgoing load tickets.
8. For a multi-year contract, the above prices would be adjusted up or down on the anniversary date of the contract according a percentage equal to the percent change in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

**ATTACHMENT "C"**  
**Revised August 23, 2010**

**EQUIPMENT RATES**

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	160 <sup>00</sup>
JD 644 Wheel Loader with debris grapple	Hour	170 <sup>00</sup>
Extendaboom Forklift with debris grapple	Hour	150 <sup>00</sup>
753 Bobcat Skid Steer Loader with debris grapple	Hour	120 <sup>00</sup>
753 Bobcat Skid Steer Loader with bucket	Hour	115 <sup>00</sup>
753 Bobcat Skid Steer Loader with street Sweeper	Hour	115 <sup>00</sup>
30-50 HP Farm Tractor with box blade or rake	Hour	75 <sup>00</sup>
2-2 1/2 Cu.Yd. Articulated Loader with bucket	Hour	150 <sup>00</sup>
3-4 Cu.Yd. Articulated Loader with bucket	Hour	160 <sup>00</sup>
JD 648E Log Skidder or equivalent	Hour	195 <sup>00</sup>
CAT D4 Dozer	Hour	120 <sup>00</sup>
CAT D6 Dozer	Hour	160 <sup>00</sup>
CAT D8 Dozer	Hour	225 <sup>00</sup>
CAT 125 - 140 HP Motor Grader	Hour	160 <sup>00</sup>
JD 690 Trackhoe with debris grapple	Hour	160 <sup>00</sup>
JD 690 Trackhoe with bucket & thumb	Hour	155 <sup>00</sup>
Rubber Tired Trackhoe with debris grapple	Hour	195 <sup>00</sup>
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	120 <sup>00</sup>
Rubber Tired Excavator with debris grapple	Hour	195 <sup>00</sup>
210 Prentiss Knuckleboom with debris grapple	Hour	200 <sup>00</sup>
Self-Loader Scraper Cat 623 or equivalent	Hour	185 <sup>00</sup>
Hand Fed Debris Chlpper	Hour	115 <sup>00</sup>
300 - 400 Tub Grinder	Hour	300 <sup>00</sup>
800 - 1,000 HP Diamond Z Tub Grinder	Hour	475 <sup>00</sup>
30 Ton Crane	Hour	205 <sup>00</sup>
50 Tone Crane	Hour	325 <sup>00</sup>
100 Ton Crane (8 hour minimum)	Hour	425 <sup>00</sup>
40-60' Bucket Truck	Hour	200 <sup>00</sup>
Service Truck	Hour	95 <sup>00</sup>
Water Truck	Hour	110 <sup>00</sup>
Portable Light Plant	Hour	20 <sup>00</sup>
Equipment Transports	Hour	150 <sup>00</sup>
Pickup Truck, Unmanned	Hour	20 <sup>00</sup>
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	215 <sup>00</sup>
Single Axle Dump Truck, 5 - 12 Cu.Yd.	Hour	75 <sup>00</sup>
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	89 <sup>00</sup>
Trailer Dump, 24 - 40 Cu.Yd.	Hour	94 <sup>00</sup>
Trailer Dump Truck, 61 - 80 Cu.Yd.	Hour	114 <sup>00</sup>
Power Screen	Hour	300 <sup>00</sup>
Stacking Conveyor	Hour	50 <sup>00</sup>
Off Road Trucks	Hour	168 <sup>00</sup>
Generators from 10 KW to 300 KW	Hour	45 <sup>00</sup>

50KW

ATTACHMENT "C"

**LABOR AND MATERIAL RATES**

<b>Personnel Description</b>	<b>Unit</b>	<b>Unit Price</b>
Operations Manager	Hour	85 <sup>00</sup> / <sub>100</sub>
Superintendent with truck, phone & radio	Hour	75 <sup>00</sup> / <sub>100</sub>
Foreman with truck, phone & radio	Hour	65 <sup>00</sup> / <sub>100</sub>
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	75 <sup>00</sup> / <sub>100</sub>
Inspector with vehicle, phone & radio	Hour	75 <sup>00</sup> / <sub>100</sub>
Climber with gear	Hour	110 <sup>00</sup> / <sub>100</sub>
Saw Hand with chainsaw	Hour	42 <sup>00</sup> / <sub>100</sub>
Laborers & Flagmen	Hour	39 <sup>00</sup> / <sub>100</sub>
Public Assistance Manager	Hour	75 <sup>00</sup> / <sub>100</sub>
Documentation Clerk	Hour	55 <sup>00</sup> / <sub>100</sub>
Timekeeper	Hour	45 <sup>00</sup> / <sub>100</sub>
HazMat Professional	Hour	113 <sup>00</sup> / <sub>100</sub>
Household HazMat Inspection & Removal Crew	Hour	395 <sup>00</sup> / <sub>100</sub>
<b>Materials Description</b>	<b>Unit</b>	<b>Unit Price</b>
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	20 <sup>00</sup> / <sub>100</sub>

**Notes:**

1. The Equipment, labor and material rates shown above are for tasks requested by the County which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required.
3. The listed equipment should cover all possible equipment needs following disaster. Any other equipment that might be required and not on the list will need to have a rate negotiated with the County if need arises.