

FIXED UNIT PRICE AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made as of the 8th day of July in the year 2013, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **TAG GRINDING SERVICES, INC.** whose address is 113 Horseshoe Bend Road, Dadeville, AL 36853 (hereinafter referred to as the "CONTRACTOR").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Services.** The CONTRACTOR shall furnish Debris Removal Services - Emergency Response to the CITY as listed in Invitation to Bid 130381 and as described in **EXHIBIT "A"**. The unit costs of the services shall not exceed those stated in **EXHIBIT "B"** except where the cost adjustment clause has been exercised following the initial Performance Period. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for same or similar work.

2. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the specifications, such materials and equipment shall be of a suitable type and grade for the purpose.

3. **Payment.** All invoices shall contain the purchase order number, date and location of services provided quantity of services, CITY pay item number, item description and confirmation of acceptance of the services by the appropriate City representative. Failure to submit invoices in the prescribed manner will delay payment. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

a. **Method of Payment** – The provisions of Section 4, Item 4.0 Payment Conditions of ITB 130381 shall apply.

4. **Term of Agreement.** The initial term of the Agreement will be through September 30, 2016.

b. **Option to Renew.** The CITY may renew the Agreement for an additional term or terms not to exceed a total of three (3) additional years, if mutually agreed upon by the CONTRACTOR and the CITY.

5. **Termination.** Notwithstanding any other provision of this Agreement, CITY may, upon fifteen (15) days written notice to CONTRACTOR, terminate this Agreement with or without cause. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed prior to the effective date of termination.

6. **Initial Performance Period** – All Pricing will be firm and fixed through September 30, 2014. Following the initial performance period the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section.

- a. **Price Adjustments** – Any price adjustment(s) shall be made by a written amendment to this Agreement. Approval will be made by the Leesburg City Commission as the approving body of this original Agreement.
- b. **Additional** - See ITB 130381 at Section 1, Item 14.

7. **Cost Adjustment** – The cost for all items as proposed herein shall remain firm for the first year of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase, or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive, from the Contractor, a reasonable reduction in costs that reflect such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

8. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance: SEE EXHIBIT "A".

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- e. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.

- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:
 - City of Leesburg**
 - Attention: Mike Thornton, Purchasing Manager**
 - P.O. Box 490630**
 - Leesburg, Florida 34749-0630**
- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

9. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

10. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

11. **Licenses, and Fees.** CONTRACTOR will obtain and pay for all licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All licenses required by law or requirements of the Invitation to Bid will remain in force for the full duration of this Agreement and any extensions.

12. **Nonappropriation.** The CONTRACTOR understands and agrees that this Agreement is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a "nonappropriation" shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Agreement, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under this Agreement. The CITY may terminate this Agreement, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided that (a) a nonappropriation has occurred, and (b) the CITY has provided the CONTRACTOR with written notice of termination due to nonappropriation of funds.

Upon the occurrence of such nonappropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

13. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

14. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she 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 he or she 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 other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

15. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

16. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

17. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

18. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

19. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

20. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

21. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be JERRY W. BROOKS. The primary contact person under this Agreement for the CITY shall be JIMMY FEAGLE.

22. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

23. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

24. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

25. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

26. **Guaranty of Faithful Performance and Payment** - Performance and Payment Bonds, written by a Surety firm satisfactory to the City of Leesburg on forms acceptable to the CITY which comply with Section 255.05(1), Florida Statutes, will be required of the successful Bidder to guarantee that he will deliver a complete project under task orders issued under this Agreement in strict accordance with the Agreement Documents and that he will pay promptly all persons supplying him with labor or materials for the work.

The Performance and Payment Bonds will be equal to 100% of the City purchase order issued ordering work under this agreement. The cost of the bonds shall be borne by the CONTRACTOR.

The bonds shall be written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Lake County and meet the following requirements:

The Surety must be rated as "A" or better as to strength by Best's Insurance Guide, published by Alfred M. Best Company, Inc., 75 Fulton Street, New York, New York.

Bonding Limit - Any One Risk: The Bonding Limit of the Surety shall not exceed ten (10) percent of the policy-holders surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide. The completed Bonds shall be executed in four (4) counterparts and delivered to the City of Leesburg with the required Power-of-Authority and executed Agreement.

27. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is in compliance with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

28. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all

purposes be deemed to be an original and all of which shall constitute the same instrument.

29. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

THE CITY OF LEESBURG, FLORIDA

By: _____
David Knowles, Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney

TAG GRINDING SERVICES, INC.

By: Jerry W. Brooks

Printed: Jerry W. Brooks

Its: CFO
(Title)

EXHIBIT "A"

SCOPE OF SERVICES

- I. **Scope of Services.** The CONTRACTOR shall provide all labor, materials, supervision and equipment necessary for debris removal services-emergency response.
- II. **Technical Specifications.** Technical specifications for this project are comprised of the section titled 'Technical Specifications' contained in the Invitation to Bid 130381.
- III. **General Conditions.** The General Terms and Conditions from Invitation to Bid 130381 are incorporated by reference and made a part hereof.
- IV. **Special Conditions.** The Special Conditions from Invitation to Bid 130130381 are incorporated by reference and made a part hereof.
- V. **Insurance and Indemnity Requirements.** The Insurance and Indemnity Requirements from Invitation to Bid 130381 are incorporated by reference and made a part hereof.
- VI. **Addenda.** Addenda 1 of Invitation to Bid 130381 is incorporated by reference and made a part hereof.
- VII. **Bid Submittal.** The original June 13, 2013 bid submittal from the vendor is incorporated by reference and made a part hereof.
 - A. Unit prices submitted by the vendor are attached as **EXHIBIT "B"** and are incorporated by reference and made a part hereof.

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REQUIRED FEDERAL COMPLIANCE REGULATIONS FOR EMERGENCY RELIEF PROGRAM DEBRIS REMOVAL AGREEMENTS

Federal regulations apply to all City of Leesburg contracts using Federal funds as a source for the solicitation of goods and services. Bidders shall not take exception to any part of these regulations. Doing so shall result in rejection of their bid response. Successful bidders must comply with the following Federal requirement as they apply to:

ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL.

The Contractor shall allow access by the grantee, subgrantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

AMERICANS WITH DISABILITIES ACT OF 1990 (ADA).

The Contractor shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued there under.

CLEAN AIR AND WATER ACTS

The Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

CONVICT LABOR

Ensure compliance with the Convict Labor prohibition in 23 U.S.C. 114 whereby Convict Labor cannot be used in Emergency Relief Programs subject to FHWA funding.

COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair).

COPYRIGHTS

The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under

this agreement shall include an acknowledgement of FEMA financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONTRACTORS

The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

ENERGY POLICY AND CONSERVATION ACT

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall ensure compliance with all requirements of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60) and orders of the U.S. Secretary of Labor and imposed pursuant to 23 U.S.C. 140.

SUSPENDED AND DEBARRED CONTRACTORS

FHWA and FEMA prohibit contracts with debarred contractors. Recipients of Federal funds are prohibited from doing business with contractors who have been suspended or debarred. Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts, and agencies shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors. Contractor awardees shall ensure they solicit offers from, award contracts to, and consent to subcontracts with responsible contractors only.

REPORTING

Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report.

Reports Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and FEMA's records, and close out the grant in writing.

RETENTION OF ALL RECORDS

The Contractor is required to retain all records for seven (7) years after grantees or subgrantees make final payments and all other pending matters are closed.

CAPABILITY CERTIFICATION BY BIDDER

This certification is required pursuant to Invitation to Bid 130381.

NAME AND ADDRESS OF BIDDER (include ZIP Code):

TAG Grinding Services, Inc.
1113 Horseshoe Bend Road, Dadeville, AL 36853

Initial each of the below items.

- Bidder certifies that the organization possesses all required organizational and technical capabilities.
- Bidder certifies that the organization possesses adequate financial resources.
- Bidder certifies that the organization's personnel have the experience and/or training to accomplish all required services.
- Bidder certifies that the organization possesses all necessary/required equipment to accomplish all required services.
- Bidder certifies that the organization possesses all necessary/required resources and abilities to track and record all work for invoices and auditing purposes.

NAME AND TITLE OF SIGNER (Please type): Jerry W. Brooks, C.F.O.

Jerry W. Brooks
SIGNATURE

4/5/13
DATE

CERTIFICATION BY BIDDER

Executive Order 11246 (contracts/subcontracts above \$10,000)

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the ITB opening. No contract shall be awarded unless such report is submitted.

NAME AND ADDRESS OF BIDDER (include ZIP Code):

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes No
3. bidder has filed all compliance reports due under applicable instructions. Yes No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 112246, as amended? Yes No

NAME AND TITLE OF SIGNER (Please type):

Jerry W. Brooks, C.F.O.


SIGNATURE

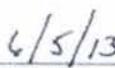

DATE

Exhibit B

Schedule "A"

Unit Abbreviation Legend: CY = Cubic Yard; LF = Linear Foot; SF = Square Foot

A. DESCRIPTION OF SERVICE	UNIT	UNIT PRICE
Mobilization & Demobilization - Events Type 1 and Type 2	Lump Sum	No Charge
Mobilization & Demobilization - Events Type 3 and Type 4	Lump Sum	No Charge
Mobilization & Demobilization - Events Type 5 and Type 6	Lump Sum	No Charge
Management of TDSRS	CY	\$1.00
1. Vegetative Debris Removal From ROW - Work consists of the collection and transportation of vegetative debris from the public ROW to a City approved TDSR site or City approved final disposal site. (Mileage is based upon one-way haul distance)		
	UNIT	UNIT PRICE
0- 15 miles	CY	\$7.00
2. Vegetative Debris Removal From Roadway - Work consists of the collection and transportation of vegetative debris on a private roadway to a City approved TDSR site or City approved final disposal site. (Mileage is based upon one-way haul distance)		
	UNIT	UNIT PRICE
0- 15 miles	CY	\$7.00
3. Personal Property Debris Removal - Work consists of the collection and transportation of eligible Personal Property Debris on the public ROW to a City approved TDSR site or City approved final disposal site. Personal Property debris includes furniture, mattresses, carpet, etc. (Mileage is based upon one-way haul distance)		
	UNIT	UNIT PRICE
0- 15 miles	CY	\$7.25
4. Haul-out of Reduced Eligible Debris to a City Designated Final Disposal Site - Work consists of loading and transporting reduced eligible disaster related to a City approved final disposal site. (Mileage is based upon one-way haul distance)		
	UNIT	UNIT PRICE
0- 29.99 miles	CY	\$3.25
30- 59.99 miles	CY	\$3.60
60- 89.99 miles	CY	\$4.25
90- 119.99 miles	CY	\$5.00
120- 149.99 miles	CY	\$6.00
150- 179.99 miles	CY	\$7.25
180 miles or greater	CY	\$9.00
5. Haul-out of Unreduced Eligible Debris to a City Designated Final Disposal Site - Work consists of loading and transporting unreduced eligible disaster related to a City approved final disposal site. (Mileage is based upon one-way haul distance)		
	UNIT	UNIT PRICE
0- 29.99 miles	CY	\$3.00

30- 59.99 miles	CY	\$3.50
60- 89.99 miles	CY	\$4.25
90- 119.99 miles	CY	\$5.00
120- 149.99 miles	CY	\$6.00
150- 179.99 miles	CY	\$7.00
180 miles or greater	CY	\$8.50
6. Removal of Eligible Hazardous Trees - Work consists of removing Eligible hazardous trees and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Element 1, Eligible ROW Vegetative Debris Removal.		
	UNIT	UNIT PRICE
6 inch to 12.99 inch diameter	Each	\$65.00
13 inch to 24.99 inch diameter	Each	\$130.00
25 inch to 36.99 inch diameter	Each	\$200.00
37 inch to 48.99 inch diameter	Each	\$275.00
49 inch and larger diameter	Each	\$350.00
Item Description		
	Unit	Unit Price
7. Removal of Eligible Hazardous Limbs – More than 2 inches in diameter Work consists of removing Eligible hazardous limbs and placing them on the safest possible location on the City ROW for collection under the terms and conditions of Element 1, Eligible ROW Vegetative Debris Removal.	Each	\$30.00
8. Eligible ROW Non-Refrigerant White Goods Removal - Work consists of removal of Eligible Non-Refrigerant White Goods from the ROW to the designated City approved TDSR site.	Each	\$18.00
9. Eligible Refrigerant ROW White Goods Removal - Work consists of removal of Eligible Refrigerant White from the ROW to the designated City approved TDSR site. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area.	Each	\$44.00
10. Eligible E Removal - Work consists of recovery and disposal (or recycling) of televisions, computers, computer monitors, etc., unless otherwise specified in writing by the City.	Each	\$5.00

**ADDITIONAL CONTRACT ITEMS
SCHEDULE "B"**

C. UNIT RATE PRICE SCHEDULE		
11. Removal of Eligible Hazardous Stumps - Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a City approved TDSR site or approved Final Disposal Site. Includes contractor backfilling all stump holes. Backfill to be compacted.	UNIT	UNIT PRICE
24 inch to 35.99 inch diameter	Stump	\$250.00
36 inch to 47.99 inch diameter	Stump	\$350.00
48 inch to 59.99 inch diameter	Stump	\$450.00
60 inch to 71.99 inch diameter	Stump	\$550.00
72 inch and larger diameter	Stump	\$650.00
12. Eligible Household Hazardous Waste Removal, Transport and Disposal - Work consists of removal, transportation and disposal of Eligible household hazardous waste (HHW). City to designate specific materials to be collected as part of the HHW program.	Cost per Pound	\$15.00
13. Eligible Abandoned Vehicle Removal - Work consists of removal of Eligible Abandoned Vehicles in areas identified and approved by the City and subsequently transported to a City approved staging area.	Each	\$175.00
14. Eligible Dead Animals - Work consists of the recovery and disposal of dead animal carcasses.	LB	\$0.75
15. Reduction of Debris at TDSRS - Work consists of reducing debris by grinding.	CY	\$2.25
16. Reduction of Debris at TDSRS - Work consists of reducing debris by open burning.	CY	\$2.00
17. Reduction of Debris at TDSRS - Work consists of reducing debris by air curtain incineration.	CY	\$1.50
D. Labor Category		
	UNIT	UNIT PRICE
1. Administrative Assistant	Hour	\$45.00
2. Bonded and Certified Security Personnel	Hour	\$65.00
3. Clerical/Individual	Hour	\$35.00
4. Crew Foreman w/ Cell Phone & Truck	Hour	\$65.00
5. Hazardous Materials Removal and Disposal Worker w/Gear	Hour	\$260.00
6. Inspector w/Vehicle	Hour	\$55.00
7. Laborer w/Small Tools	Hour	\$45.00
8. Mechanic w/Truck and Tools	Hour	\$75.00
9. Operator w/ Chainsaw	Hour	\$47.00
10. Operations manager w/Cell Phone & Truck	Hour	\$85.00
11. Superintendent w/Truck	Hour	\$85.00
12. Survey Person w/Truck	Hour	\$75.00
13. Traffic Control Personnel or Flag Person	Hour	\$45.00
14. Tree Climber w/Chainsaw & Gear	Hour	\$125.00
15. Ticket Writers/Individuals	Hour	\$30.00

E. Crew Category	Hourly Labor Rate	UNIT PRICE
Wheel Loader, 2.5 CY, with Operator, Foreman with support vehicle and small equipment, Laborer with chainsaw and (2) Laborers with small tools.	Hour	\$300.00
F. Equipment Type (with operator, fuel & maintenance) <i>Where specific manufacture/model of equipment is specified an equivalent piece of equipment is acceptable.</i>	UNIT	UNIT PRICE
1. Air Curtain Burner, Self-Contained Unit	Hour	\$135.00
2. Backhoe - Rubber Tire Type, J.D. 310 or equal w/bucket & hoe	Hour	\$85.00
3. Bucket Truck, 50 Ft.	Hour	\$135.00
4. Bucket Truck, 50' to 75'	Hour	\$175.00
5. Chipper, w/2 man Crew / Morbark Storm	Hour	\$145.00
6. Crash Truck, w/ Impact Attenuator	Hour	\$100.00
7. Dozer, Tracked, D-6 or equal	Hour	\$175.00
8. Dozer, Tracked, D-7 or equal	Hour	\$190.00
9. Dozer, Tracked, D-8 or equal	Hour	\$200.00
10. Dump Truck - 6 CY	Hour	\$70.00
11. Dump Truck - Trailer, 50-80 cubic yard	Hour	\$95.00
12. Dump Truck-Tandem, 14-18 cubic yard	Hour	\$80.00
13. Dump Truck-Trailer, 24-40 CY	Hour	\$85.00
14. Dump Truck-Trailer, 41-60 CY	Hour	\$90.00
15. Dump Trailer w/Tractor, 30 to 40 CY	Hour	\$85.00
16. Dump Trailer w/Tractor, 41 to 50 CY	Hour	\$90.00
17. Dump Trailer w/Tractor, 51 to 60 CY	Hour	\$95.00
18. Lowboy Trailer with Tractor	Hour	\$125.00
19. Excavator, Rubber Tired with debris grapple	Hour	\$85.00
20. Farm Tractor, w/ Boxblade	Hour	\$75.00
21. Feller Buncher, 611 Hydro-Ax	Hour	\$125.00
22. Forklift - Extends Boom with debris grapple	Hour	\$75.00
23. Generator, 16 to 100 kW, list kW capacity	Hour	\$150.00
24. Generator, 210 to 350 kW, list kW capacity	Hour	\$500.00
25. Generator, 1,100 to 2,500 kW, list kW capacity	Hour	\$750.00
26. Grinder - Tub / Horizontal Grinder, Diamond Z or equal w/minimum throughput for waste less than 6 inch diameter of 80 tons per hour	Hour	\$550.00

27. Grinder, Hand Fed Debris	Hour	\$55.00
28. Hydraulic Excavator, 1.0 CY	Hour	\$125.00
29. Hydraulic Excavator, 1.5 CY	Hour	\$135.00
30. Hydraulic Excavator, 2.0 CY	Hour	\$150.00
31. Lift, 4 Wheel Drive	Hour	\$125.00
32. Light Tower w/ Generator	Day	\$40.00
33. Loader - Bobcat, 753 or John Deere 648-E with debris grapple	Hour	\$55.00
34. Loader - Front End, 544 or equal with debris grapple	Hour	\$90.00
35. Loader - Knuckleboom -216 Prentice or equal	Hour	\$95.00
36. Loader - Self, Scraper CAT 623 or equivalent	Hour	\$135.00
37. Loader - Self, Knuckle Boom Truck, 25-35 CY Body	Hour	\$125.00
38. Loader - Self, Knuckle Boom Truck, 35-45 CY Body	Hour	\$145.00
39. Loader - Wheel, 4.5 CY	Hour	\$175.00
40. Log skidder-JD 648E, or equivalent	Hour	\$125.00
41. Mobile Crane, 30 Ton	Hour	\$175.00
42. Mobile Crane, 50 Ton	Hour	\$250.00
43. Mobile Crane, 100 Ton	Hour	\$1,000.00
44. Motor Grader-CAT 125 - 140HP	Hour	\$150.00
45. Power Screen	Hour	\$125.00
46. Pump, 40 to 140 HP (minimum 25' intake and 200' discharge to include fuel and support personnel)	Hour	\$175.00
47. Pump, 200 HP to 350 HP (minimum 25' intake and 200' discharge to include fuel and support personnel)	Hour	\$225.00
48. Stacking Conveyor	Hour	\$35.00
49. Stump Grinder/ Vermeer 252	Hour	\$80.00
50. Tub Grinder, 800 – 1,000 HP	Hour	\$550.00
51. Tub Grinder, 12 Foot / Morbark 1200	Hour	\$450.00
52. Tub Grinder, 13 Foot / Morbark 1300	Hour	\$550.00
53. Tub Grinder, 14 Foot / Diamond Z 1463	Hour	\$650.00
54. Truck, Flatbed, 2 Ton	Day	\$450.00
55. Walking Floor Trailer w/Tractor, 100 CY	Hour	\$115.00
56. Water Truck, (non-potable, dust control and pavement maintenance)	Hour	\$65.00
G. Rental Services (For City Rental Purposes)		
	UNIT	
1. Office Trailer, 40 ft (includes delivery, set up and removal)	Day	\$115.00
2. Passenger Car	Day	\$185.00

3. Passenger Van	Day	\$240.00
4. Portable Toilet, Single	Week	\$1,800.00
5. Truck, 1/2 ton Pickup	Day	\$190.00
6. Truck, 3/4 ton Pickup	Day	\$220.00
7. Truck, 1 ton Pickup	Day	\$240.00
8. Truck, 6 Wheel Drive Heavy Off Roads	Day	\$300.00
9. Truck, Box	Day	\$220.00
10. Truck, Service	Day	\$250.00
11. Truck, Supplies	Day	\$250.00
12. Truck, Water	Day	\$250.00
13. Utility Van	Day	\$210.00
14. Water Tanker for Bulk Water, Tanker	Day	\$1,500.00
15. Winch - Truck mounted / Tow truck	Day	\$1,000.00
H. Miscellaneous Equipment, Items & Services		
	UNIT	UNIT PRICE
1. Bagged Ice, 50/100 lbs, delivered	Pound	\$3.00
2. Bottled Water, Palletized Truck Load	Gallon	\$3.00
3. Bulk Water, Tanker	Gallon	\$2.00
4. Sediment removal and disposal from stormwater facilities.	CY	\$25.00
5. Sediment removal from stormwater ditches canals and lakes.	CY	\$35.00
6. Hay Bales (includes installation)	Each	\$15.00
7. Floating Turbidity Barrier (includes installation)	LF	\$25.00
8. Staked Silt Fence (includes installation)	LF	\$6.00
9. Sodding (includes installation)	SF	\$10.00
10. Fill Dirt (includes delivery, placement and compaction in place)	CY	\$19.00
11. Tree Protection, (includes installation)	LF	\$7.00
12. Rip Rap, (includes installation)	CY	\$25.00
13. Dewatering, (includes mobilization, installation and demobilization)	Hour	\$125.00