

CONTRACT**EOC Emergency Debris Management Services****Supply/Service Agreement No. 28-17**

THIS **EOC Emergency Debris Management Services CONTRACT** (this "Agreement") is entered into by and between **Ashbritt, Inc.** (the "Contractor") and the City of Kingsville, a Texas home-rule municipal corporation (the "City") effective for all purposes upon execution by the City Manager or his designee.

WHEREAS Contractor has proposed to provide **EOC Emergency Debris Management Services** in response to **RFP No. 28-17** in accordance with Proposal Package Terms and Conditions, dated 9/05/07 which is incorporated and attached as Exhibit A;

WHEREAS the City has determined Contractor to be the best value bidder;

NOW, THEREFORE, Contractor and City enter into this Agreement and agree as follows:

1. **Services.** Contractor will perform **EOC Emergency Debris Management Services** in accordance with **RFP No. 28-17 and Terms and Conditions of the Proposal Package.**

2. **Term.** This Agreement is for twenty-four (24) months from notification by the City to the Contractor to commence. The term includes an option to extend for up to three (3) additional twelve-month periods subject to the approval of the Contractor and the City Manager or his designee.

3. **Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement including deductions for non-performance and authorizations for payment. All of the Contractor's notices or communications regarding this Agreement must be directed to the Contract Administrator, who is the **Solid Waste Superintendent.**

4. **Independent Contractor.** Contractor will perform the services hereunder as an independent contractor and will furnish such services in its own manner and method, and under no circumstances or conditions may any agent, servant or employee of the Contractor be considered an employee of the City.

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5. **Non-Exclusive Contract/Additional Services.** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City, at any time, may secure similar or identical services at its sole options.
6. **Insurance.** Before activities can begin under this Agreement, the Contractor's insurance company(s) shall deliver a Certificate of Insurance, as proof of the required insurance coverages, to the Contract Administrator. Additionally, the Certificate must state that the **City Manager** will be given at least thirty (30) days notice, by certified mail, of cancellation, material change in the coverages or intent not to renew any of the policies. The City must be named as an Additional Insured. The City Attorney must be given copies of all insurance policies within 15 days of the City Manager's written request.
7. **Assignment.** No assignment of this Agreement or any right or interest therein by the Contractor is effective unless the City first gives its written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement and the City's right to withhold consent to such assignment is within the sole discretion of the City on any ground whatsoever.
8. **Fiscal Year.** All parties recognize that the continuation of any contract after the close of any fiscal year of the City (the City's fiscal year ends on September 30th) is subject to appropriations and budget approval providing for covering such contract item as an expenditure in said budget. The City does not represent that said budget item will be actually adopted as that determination is within the sole discretion of the City Commission at the time of adoption of each budget.
9. **Waiver.** No waiver of any breach of any term or condition of this Agreement, or Proposal Package No. 28-17, or the Contractor's proposal offer to **RFP No. 28-17** waives any subsequent breach of the same.
10. **Compliance with Laws.** This Agreement is subject to all Federal laws and laws of the State of Texas. All duties of the parties will be performed in the City of Kingsville, Texas. The applicable law for any legal disputes arising out of this Agreement is the law of Texas and such form and venue for such disputes is the appropriate district, county or justice court in and for Kleberg County, Texas.
11. **Subcontractors.** The Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the **City Manager**. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the services.

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12. **Amendments.** This Agreement may be amended only by written Agreement duly authorized by the parties hereto and signed by the parties.

13. **Termination.** The City Manager may terminate this Agreement for Contractor's failure to perform the services specified in RFP No. 28-17. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract Administrator must give the Contractor five (5) work days written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

Alternatively, the City may terminate this Agreement for no reason upon twenty (20) days written notice to the Contractor. However, the City may terminate this Agreement on twenty-four (24) hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out herein.

14. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes according to Circular E Employer's Tax Guide, Publication 15, as it may be amended. Upon his request, the City Manager shall be provided proof of payment of these taxes within fifteen (15) days of such request. Failure to pay or provide proof of payment is grounds for the City Manager to immediately terminate this Agreement.

15. **Drug Policy.** The Contractor must adopt a Drug Free Workplace and drug testing policy that substantially conforms to the City's policy. The City has a zero-tolerance drug policy.

16. **Violence Policy.** The Contractor must adopt a Violence in the Workplace and related hiring policy that substantially conforms to the City's policy. The City has a zero-tolerance violence in the workplace policy.

17. **Notice.** Notice may be given by fax, hand delivery or certified mail, postage prepaid, and is received on the day faxed or hand-delivered and on the third day after deposit if sent certified mail. Notice shall be sent as follows:

IF TO CITY:
City of Kingsville
Attention: City Manager
P.O. Box 1458
Kingsville, Texas 78364
Fax No.: (361) 595-8035

IF TO CONTRACTOR:

Contractor AshBritt Inc.
Contact John Noble
Address: 480 S Andrews Ave Ste 103
City, State, Pompano Beach FL 33069
Fax No.: 954-545-3585

CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF KINGSVILLE AND ITS OFFICERS, EMPLOYEES AND AGENTS (INDEMNITEES) FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE ON ACCOUNT OF DEATH, PERSONAL INJURIES, PROPERTY LOSS OR DAMAGE OR ANY OTHER KIND OF DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTING NEGLIGENCE OF INDEMNITEES, BUT NOT BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR GROUP. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO INDEMNITEES AND PAY ALL CHARGES OF ATTORNEY AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS OR ACTIONS.

SIGNED this 24 day of January, 2008.

Contractor AshBritt, Inc.
Title: COO
By: [Signature]

CITY OF KINGSVILLE ("CITY")

[Signature: Carlos P. Yereña]
CARLOS YERENA
City Manager

APPROVED THIS 17th DAY OF January, 2008.

COURTNEY ALVAREZ, CITY ATTORNEY

By: [Signature: Courtney Alvarez]

Exhibit A: RFP No. 28-17 dated 9/05/07
Exhibit B: Contractor's Proposal Package

**REQUEST FOR PROPOSAL NO. 28-17
EMERGENCY DEBRIS MANAGEMENT SERVICES**

Price Proposal Form
page 1 of 2

Name of Proposer: AshBritt, Inc.

Proposer shall provide all-inclusive unit prices that include supplying all equipment, tools and labor necessary to perform the duties described. The documentation and recovery process, including plan development, mobilization, demobilization, record keeping and quality control, shall be included in the prices. Disposal costs must be documented and will be pass-through costs to the City without markup by the Contractor. Values must be provided for all categories below or Proposer's response may be deemed non-responsive.

NO.	DESCRIPTION	UNIT	PRICE
1	Vegetative Debris Removal Vegetative Debris removal from public rights-of-way and hauling to TDSR Site or other designated location	CY	\$ 8.25
		Ton	\$ 56.50
2	Mixed Debris Removal Mixed Debris removal from designated work zone and hauling to TDSR Site or other designated location	CY	\$ 8.25
		Ton	\$ 56.50
3	Debris Removal from Drop-off Sites Debris removal from Drop-off Sites and hauling to TDSR Site or other designated location	CY	\$ 8.25
		Ton	\$ 56.50
4	Vegetative Debris Grinding /a Reduction of Vegetative Debris via grinding at TDSR Site or other designated location	CY	\$ 3.70
		Ton	\$ 23.25
5	C&D Debris Processing /a Reduction of construction and demolition debris at TDSR Site or other designated location	CY	\$ 3.80
		Ton	\$ 24.00
6	Haul-out of Reduced Vegetative Debris Hauling reduced Vegetative Debris from TDSR Site or other designated location to final disposal site	CY	\$ 4.75
		Ton	\$ 23.75
7	Haul-out of Processed C&D Debris Hauling construction & demolition debris from TDSR Site or other designated location to final disposal site	CY	\$ 4.75
		Ton	\$ 23.75
8	Hazardous Stump Removal Removal of Hazardous Stumps in rights-of-way and hauling to TDSR Site or other designated location and backfilling		
8A	Diameter of stump 26-36 inches (2 feet from ground)	CY	\$ 15.00
8B	Diameter of stump 37-48 inches (2 feet from ground)	CY	\$ 23.00
8C	Diameter of stump >48 inches (2 feet from ground)	CY	\$ 15.00
8D	Backfill delivered and placed		\$ 21.50
9-10	Removal of Partially Uprooted or Split Trees (Leaners) Felling partially uprooted or split trees from the right-of-way or overhanging portion of the right-of-way and placing the debris in the right-of-way for removal		
9	Partially Uprooted Leaner - Price includes excavating root ball and placing it in right-of-way and backfilling		
9A	Diameter of tree <24 inches (2 feet from ground)	Tree	\$ 105.00
9B	Diameter of tree 25-36 inches (2 feet from ground)	Tree	\$ 210.00

a. Includes the cost for site preparation and management. Vegetative debris grinding and C&D debris processing only would be \$1.75 and \$1.85 per cubic yard, respectively (\$11.00 and \$11.75 per ton, respectively).

Name of Proposer: AshBritt, Inc.			
9C	Diameter of tree >36 inches (2 feet from ground)	Tree	\$ 325.00
9D	Backfill delivered and placed	CY	\$ 21.50
10	Split Limber (no exposed root ball) - Price includes flush cutting the tree trunk		
10A	Diameter of tree <24 inches (2 feet from ground)	Tree	\$ 69.50
10B	Diameter of tree 25-36 inches (2 feet from ground)	Tree	\$ 185.00
10C	Diameter of tree >36 inches (2 feet from ground)	Tree	\$ 295.00
11	Removal of Dangerous Hanging Limbs (2" or more in diameter). Removing hanging or partially broken limbs from trees in the right-of-way or limbs hanging over the right-of-way and placing the debris in the right-of-way for removal.		
11A	1-5 limbs	Tree	\$ 125.00
11B	5-10 limbs	Tree	\$ 125.00
11C	All limbs for trees	Tree	\$ 125.00
12	Removal of Trees from Waterways Removing trees from waterways and placing them in the right-of-way for removal. Contractor will need to obtain 3 bids.		
13	Hazardous Materials Removal Pick-up and disposal of hazardous materials	LB	\$ 155.00
14	Dead Animal Removal Dead animal collection, transport, and disposal	LB	\$ 2.25
15	Freon Removal from White Goods Removal of Freon from white goods (hauling of white goods to TDSR Site or other designated location is included in the Mixed Debris removal price)	Unit	\$ 110.00
16	Provide Specified Annual Services Such services include preparing and presenting plan of operations at annual meeting, visits to TDSR Site, phone consultations, cost of an annual Performance Bond, and providing reference information.	Annual Lump Sum	\$ 4,350.00
b. Cost for annual Performance Bond. Other annual services, including plan preparation, annual meetings, training sessions, field site visits, phone consultations and other annual services are offered at no cost to the City.			

Notes:

1. These prices assume the distance between the pickup location and TDSR Site or other designated location is 20 miles or less. For distances greater than 20 miles, add \$ 1.35 /mile.
2. Invoices to be paid based on incoming load tickets.
3. These prices assume the distance between the TDSR Site or other designated location and final disposal site is 20 miles or less. For distances greater than 20 miles, add \$ 1.55 /mile.
4. Invoices to be paid based on outgoing load tickets.
5. Contractor will pay tipping fee, if applicable, at final disposal site(s) and bill the City at cost.
6. Only for stumps requiring extraction from rights-of-way, including backfill, etc. To be priced using Stump Conversion Table and Hazardous Stump Worksheet in FEMA Recovery Policy (RP) 9523.11 dated May 1, 2006, or any subsequent edition.
7. The amount allocated for the annual Performance Bond will be reimbursed to the Contractor in the event the Contractor is not activated for an emergency condition during the year.

PRICE PROPOSAL FORM

Name of Proposer, AshBritt, Inc.

Proposer shall provide hourly rates for equipment that are inclusive of the equipment operator. The City may authorize the use of these hourly rates for non-emergency tasks related to special needs or events that may be required by the City from time to time during the contract period.

Note: Please refer to attached Schedules Ia, Ib, C, H, F, G, H, I and K for equipment and materials rates. The Schedules designate where an equipment operator and/or crew is included with an equipment price.	\$ See attached
Also refer to Schedules A, B, D and E for special ancillary services pricing.	\$
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Use additional sheets if necessary.

First Response (Emergency Road Clearance-"Push") Anticipated Crew Makeup

Optional Services: City of Kingsville, TX, RFP No. 28-17

Service Description	Unit	Unit Price	Unit Price
<i>Personnel & Equipment (Operator, fuel, maintenance included)</i>			
Small Loader or Lrg. Skidsteer, (Push machine, wheeled or rubber tracked)*	Hour	\$110.00	\$110.00
Supervisor with Truck (1 man, will assist toss operations)	Hour	\$65.00	\$65.00
Operators with Chainsaw (2 man crew, cut and toss)	Hour	\$90.00	\$90.00
Laborer with Tools (1 man, toss)	Hour	\$0.00	\$35.00
Traffic Control/Safety Personnel (2 man crew, as needed)	Hour	\$0.00	\$30.00
Total Hourly:	Hour	\$265.00	\$330.00

*Hourly rate for other equipment that may be required to follow Schedule 2a-Supp Hourly Rates.

Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Service Description	Size or Type	Unit	Unit Price
Heavy Equipment (Operator, fuel, maintenance included)			
Skid Steer Loader (Mini-Loader)	Bobcat	Hour	\$65.00
Backhoe	Cat 416	Hour	\$95.00
Backhoe, Extend-a-hoe	Caterpillar	Hour	\$110.00
Wheel Loaders	Cat 950	Hour	\$125.00
Wheel Loaders	Cat 966	Hour	\$140.00
Wheel Loaders	Cat 980	Hour	\$160.00
Tracked Loader	Cat 955	Hour	\$135.00
Towed Loader w/ Tractor	Prentice 210	Hour	\$140.00
Self Loading Knuckle boom Truck	25-35 CY Body	Hour	\$135.00
Self Loading Knuckle boom Truck	35-45 CY Body	Hour	\$165.00
Dozer	Cat D4	Hour	\$95.00
Dozer	Cat D5	Hour	\$105.00
Dozer	Cat D6	Hour	\$115.00
Dozer	Cat D7	Hour	\$135.00
Dozer	Cat D8	Hour	\$165.00
Excavators	Cat 320	Hour	\$115.00
Excavators	Cat 325	Hour	\$135.00
Excavators	Cat 330	Hour	\$150.00
Tractor w/ Box Blade	80 Hp	Hour	\$50.00
Motor Grader	Cat 120G	Hour	\$120.00
30 Ton Crane	30 Ton	Hour	\$195.00
50 Ton Crane	50 Ton	Hour	\$275.00
100 Ton Crane (8 hr minimum)	100 Ton	Hour	\$475.00
Bucket Truck	Up to 50' reach	Hour	\$135.00
Bucket Truck	50' to 75' reach	Hour	\$150.00
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	\$125.00
Mechanized Broom	Street Sweeper	Hour	\$75.00
Water Truck	2000 Gallon	Hour	\$85.00
Service Truck	N/A	Hour	\$70.00
Stump Grinder	Vermeer 252	Hour	\$85.00
Stump Grinder	Vermeer 752	Hour	\$120.00
Stump Grinder	Vermeer 60TX	Hour	\$135.00
Chipper w/ 2 man crew	Morbark Storm	Hour	\$125.00
12-Foot Tub Grinder	Morbark 1200	Hour	\$395.00
13-Foot Tub Grinder	Morbark 1300	Hour	\$455.00
14-Foot Tub Grinder	Diamond Z 1463	Hour	\$495.00
12T Lowboy Trailer (Equip. Transport w/ Tractor)	12 Ton	Hour	\$55.00
35T Lowboy Trailer (Equip. Transport w/ Tractor)	35 Ton	Hour	\$90.00
50T Lowboy Trailer (Equip. Transport w/ Tractor)	50 Ton	Hour	\$120.00
Truck Mounted Winch	Tow Truck	Hour	\$90.00
Vacuum Truck/Jetter	3500 Gallon	Hour	\$375.00
Hauling Vehicles (Operator, fuel, maintenance included)			
Dump Truck	5 to 15 CY	Hour	\$55.00
Dump Truck	16 to 24 CY	Hour	\$70.00
Dump Truck	25 to 34 CY	Hour	\$75.00
Dump Truck (Trailer Dump w/ Tractor)	35 to 44 CY	Hour	\$80.00
Dump Truck (Trailer Dump w/ Tractor)	45 to 54 CY	Hour	\$85.00
Dump Truck (Trailer Dump w/ Tractor)	55 to 64 CY	Hour	\$95.00
Dump Truck (Trailer Dump w/ Tractor)	65 to 74 CY	Hour	\$105.00
Dump Truck (Trailer Dump w/ Tractor)	> 75 CY	Hour	\$115.00
Walking Floor Trailer w/ Tractor	100 CY	Hour	\$125.00
Transportation Vehicles (Operator, fuel, maintenance included)			
Pickup Truck	1/2 Ton	Hour	\$120.00
Pickup Truck, Extended Cab	3/4 Ton, Ext. Cab	Hour	\$140.00
Pikup Truck, 4x4	4x4	Hour	\$150.00

Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Service Description	Size or Type	Unit	Unit Price
Pickup Truck	1 Ton	Hour	\$155.00
Box Truck	3/4 Ton	Hour	\$220.00
Passenger Car	Full size	Hour	\$110.00
20' Response Trailer	20 Foot	Hour	\$195.00
36' Response Trailer	36 Foot	Hour	\$235.00
Flatbed Trailer	GWV to 450	Hour	\$125.00
Transportation Vehicles (Operator, fuel, maintenance NOT included; loaned vehicles, insurance included)			
Pickup Truck	1/2 Ton	Day	\$65.00
Pickup Truck	3/4 Ton	Day	\$90.00
Pickup Truck	1 Ton	Day	\$110.00
Box Truck	3/4 Ton	Day	\$105.00
Utility Van	3/4 Ton	Day	\$70.00
Passenger Van	9 Passenger	Day	\$85.00
Passenger Car	Full size	Day	\$58.00
Response Trailer	20-30 Foot	Day	\$135.00
Personnel			
Project Coordinator (Operations Manager)	Individual	Hour	\$125.00
Project Supervisor with Truck	Individual	Hour	\$75.00
Superintendent with Truck	Individual	Hour	\$70.00
Foreman with Truck	Individual	Hour	\$75.00
Inspector with Vehicle	Individual	Hour	\$42.50
Health/Safety or QC Manager with Pickup Truck	Individual	Hour	\$75.00
Safety Superintendent	Individual	Hour	\$50.00
Mechanic with Truck and Tools	Individual	Hour	\$80.00
Climber with Gear	Individual	Hour	\$85.00
Operator with Chainsaw	Individual	Hour	\$45.00
Laborer with Tools	Individual	Hour	\$30.00
Traffic Control Personnel	Individual	Hour	\$30.00
Ticket Writers	Individual	Hour	\$35.00
Survey Personnel with Vehicle	Individual	Hour	\$35.00
Project Engineer	Individual	Hour	\$75.00
Equipment Operator	Individual	Hour	\$55.00
Truck Driver	Individual	Hour	\$45.00
Administrative Assistant	Individual	Hour	\$42.50
Clerical	Individual	Hour	\$35.00
Marine Resources (Fuel, maintenance included)			
56' Shallow Draft Landing Craft with Crane	Crew of 2	Day	\$6,300.00
40' Sectional Barge w/ Mounted Excavator & Pushboat	With Crew	Day	\$7,000.00
33' Fast Barge with Winch	Crew of 2	Day	\$4,200.00
14' Utility Boat with Motor (Work Boat)	With Crew	Day	\$1,680.00
12' Utility Boat with Motor (Work Boat)	With Crew	Day	\$1,120.00
12' Utility Boat without Motor (Work Boat)	With Crew	Day	\$840.00
Tank Diver with Gear	Individual	Hour	\$168.00
Hardhat Diver with Gear	Individual	Hour	\$700.00
Scuba Bottle Refill (Air)	80	Each	\$17.00
Air Pump with multi breathing lines	Brownie Lung	Day	\$560.00
Miscellaneous Equipment/Items (Fuel, maintenance included, where applicable)			
Light Tower	w/ Generator	Day	\$140.00
Office Trailer	40 Foot	Day	\$155.00
Storage Container	40 Foot	Day	\$95.00
Portable Eyewash Station	OSHA Spec	Day	\$35.00
First Aid Station	OSHA Spec	Day	\$125.00
Portable Toilet (Port a John)	Single	Week	\$210.00
Observation Tower	USACE Spec	Each	\$3,500.00

Beach Restoration, Canal Work, Waterways & Sunken Vessel Removal

Optional Services: City of Kingsville, TX, RFP No. 28-17

Beach/Lake Restoration

Description	Unit	Price
Collection of debris-laden sand from ROW, hauling to the processing screen and sand pile maintenance. Up to 15 mile haul to screen. Debris from screen to be hauled by cubic yard debris rate in contract.	Per Cubic Yard	\$8.50
Berm/Beach Construction shall include transportation of screened sand to beach from screening site, including shaping of material on emergency berm. To include stockpile maintenance. Up to 15 miles haul from screen.	Per Cubic Yard	\$8.50
Scrape and screen shall include the collection of debris laden sand from beach, processing it through screen, returning sand to beach and spreading sand on beach. Work to be performed on beach.	Per Cubic Yard	\$8.50

Canal Work

Description	Unit	Price
Canal Shoreline Restoration	Per Linear Foot	\$27.50
Note: To include any necessary excavation, compaction, fill and backfill of embankment soils and seeding, materials to restore banks to preexisting conditions insofar as possible.		
Canal/Marine Debris Removal	Per Cubic Yard	\$37.75

Note: Removal of storm generated debris from marine environments including streams, canals, and waterfronts by applicable land-based or marine-based processes.

Sunken Vessel Removal

Description	Unit	Price
Marine Salvage Operations	Per Linear Foot	
Less than 20 feet		\$175.00
20 to 25 feet		\$252.00
25 to 30 feet		\$385.00
Greater than 30 feet		By Case
Land Based Salvage Operations	Per Linear Foot	
Less than 20 feet		\$162.50
20 to 25 feet		\$234.00
25 to 30 feet		\$357.50
Greater than 30 feet		By Case

Note: Large vessels, houseboats or vessels within environmentally sensitive areas may require unexpected additional effort. Work may be negotiated on a case-by-case basis under such conditions.

Emergency Drinking Water and Ice Supply Price Schedules

Optional Services: City of Kingsville, TX, RFP No. 28-17

Drinking Water

8.45 OZ. (250 mL) Units - 27 Units/Case (9 x 3 Packs/case) 135 Cases/Pallet				
Cases	Pallets	Price/Case	Per Unit	Per Pallet
135-675	1-5	\$ 8.55	\$ 0.32	\$ 1,154.05
810-1350	6-10	\$ 8.30	\$ 0.31	\$ 1,120.84
1485-1500	11-20	\$ 8.12	\$ 0.30	\$ 1,095.93

1 Liter (1000mL) Units - 12 Units/Case 75 Cases/Pallet				
Cases	Pallets	Price/Case	Per Unit	Per Pallet
75-375	1-5	\$ 9.78	\$ 0.81	\$ 733.39
450-750	6-10	\$ 9.35	\$ 0.78	\$ 701.10
825-1500	11-20	\$ 9.10	\$ 0.76	\$ 682.65

Note:

Prices are F.O.B. Miami, FL or West Palm Beach, FL.

Ice Supply

Description	Unit	Price
Packaged Ice Delivered	Per pound	\$0.34
Additional Ground Mileage	Per mile	\$3.46
Standby Time in Excess of 2 Hours (Demurrage)	Per hour	\$81.25

Note:

1. As ice and water represent scarce commodities following a storm event, specific terms and conditions shall be included as part of an executed contract. These terms and conditions are available for review at your request.

2. Prices are valid for an annual term, at which time prices require renegotiation.

3. Ice supply subject to availability. Every effort will be made to deliver packaged ice in the quantities specified and to the delivery sites specified as timely as possible. Minimum quantities required.

Product Standards: Ice provided under this contract shall be:

- (1) manufactured within no more than 120 calendar days of the date of delivery;
- (2) tube or crushed ice (block or shaved ice is not used);
- (3) manufactured in compliance with the Food and Drug Administration (FDA) Good Manufacturing Practices (GMP) of 21 C.F.R. 110, the International Packaged Ice Association (IPIA) standards;
- (4) manufactured by ice plants that use source water from a public water supply which is currently in compliance with the National Primary Drinking Water Regulations (NPDWR) of the Safe Drinking Water Act (SDWA) and which achieved that compliance without an exemption under the SDWA; and
- (5) produced, packaged, transported, stored and handled in accordance with all applicable Federal, state and local laws and regulations.

Packaging: Ice shall be sealed in 5 to 20 pound plastic bags and stacked on pallets. Each pallet shall contain 2,000 pounds, net weight, of ice. A protective layer (slip sheet) of thick paper, plastic (6 mil) or waterproof corrugated cardboard shall be placed between the stacked ice and the pallets. Pallets of packaged ice will be fully covered on all four (4) sides with a minimum of four (4) layers of shrink wrap. All pallets shall be 4' x 4' nominal, constructed of hardwood, designed for pickup on all four sides and repeated use with a 2,000 lb. load. Each pallet is packaged to withstand severe climatic conditions.

Disaster Response Man Camps/Comfort Services Price Schedule

Optional Services: City of Kingsville, TX. RFP No. 28-17

Emergency Sleeping Quarters

Option 1

	Unit Rental Price
1 - 168-Man Dormitory Structure	\$ 158,276.40
Wood Floor w/ New Carpeting	
Air Conditioning/Combination Heating Units	
Power Generation	
Metal Halide Lighting Package	
168 Mil-Spec Cots	
2 - Personnel Doors	
Up to 4 Weeks Rental	

Option 2

	Unit Rental Price
1 - 200-Man Tension Tent	\$ 183,208.50
Wood Floor w/ New Carpeting	
Air Conditioning/Combination Heating Units	
Power Generation	
Metal Halide Lighting Package	
200 Mil-Spec Cots	
2 - Personnel Doors	
Up to 4 Weeks Rental	

Dining Facilities

Option 1

	Unit Rental Price
1 - Dining Structure for 500	\$ 120,736.80
Wood Floor w/ Event/Pro Flooring	
Air Conditioning/Combination Heating Units	
Power Generation	
Metal Halide Lighting Package	
2 - Personnel Doors	
64 - 8' Banquet Tables	
512 Folding Chairs	
Up to 4 Weeks Rental	

Option 2

	Unit Rental Price
1 - Dining Structure for 350	\$ 90,749.40
Wood Floor w/ Event/Pro Flooring	
Air Conditioning/Combination Heating Units	
Power Generation	
Metal Halide Lighting Package	
2 - Personnel Doors	
44 - 8' Banquet Tables	
352 Folding Chairs	
Up to 4 Weeks Rental	

Restroom Facilities

<i>Camp Service Facilities</i>	<i>Units for</i>	Rental Price
Portable Toilet Facilities	150-Person Camp	\$ 18,988.71
Daily Cleaning & Service	250-Person Camp	\$ 30,673.74
4 Weeks Rental	500-Person Camp	\$ 60,116.25

Shower Facilities

	Unit Rental Price
1 - 14 Head Shower Trailer Unit	\$ 90,405.00
Provides Shower Service for 350 People	
Each Unit Contains:	
Private Changing Stalls & 36" x 36" Shower Stalls	
Propane-fired boiler system	
On-board water storage	
Air Conditioning	
Trash Receptacles	
Up to 4 Weeks Rental	

Laundry Facility

	Unit Rental Price
1 - 7 Unit Laundry Trailer	\$ 90,405.00
Each Unit Contains:	
7 Top Load Washer Units	
8 Front Load Dryer Units	
Hot and Cold Water	
Air Conditioning	
Folding Table	
Trash Receptacles	
Up to 4 Weeks Rental	

Cost Plus Man Camp Services	Rate
Site Preparation	Cost +23%
Fuel for Generators	Cost +23%
Fresh Water Supply	Cost +33%
Grey and Black Water Removal	Cost +23%

Special Emergency Services	Rate
Emergency Clinics and Support Personnel	Cost +23%

Notes: All pricing above assumes services for disaster/emergency situations. All pricing is for a minimum one-month rental. Quote includes all non-union labor and equipment needed for installation and take down of structures. Quote assumes staking into level asphalt or grass surface provided free of obstruction with direct semi-truck access within 50' of work site. Applicable sales taxes, permits, and fuel surcharges are not included. This proposal is subject to equipment availability at the time the notice to proceed is issued.

Emergency Power Generation Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Units	Per Day (24 hrs)	Per Week
25 kW Generator	\$ 638.00	\$ 2,056.00
56 kW Generator	\$ 1,032.00	\$ 3,927.00
100 kW Generator	\$ 1,600.00	\$ 6,298.00
175 kW Generator	\$ 2,196.00	\$ 9,050.00
250 kW Generator	\$ 2,721.13	\$ 10,711.05
320 kW Generator	\$ 3,039.00	\$ 11,761.00
500 kW Generator	\$ 3,750.00	\$ 13,812.00
800 kW Generator	\$ 6,304.00	\$ 21,535.00
1000 kW Generator	\$ 7,608.00	\$ 25,887.00
1500 kW Generator	\$ 8,870.00	\$ 30,172.00

*Additional equipment rates available upon request.

Notes:

1. Transportation charges not included.
2. Cables and distribution boxes not included.
3. Minimum usage charge of 2 days.
4. Includes service and maintenance.

Emergency Power Generation Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Units	Per Day (24 hrs)	Per Week
25 kW Generator	\$ 638.00	\$ 2,056.00
56 kW Generator	\$ 1,032.00	\$ 3,927.00
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*Additional equipment rates available upon request.

Notes:

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2. Cables and distribution boxes not included.
3. Minimum usage charge of 2 days.
4. Includes service and maintenance.

Emergency Fuel Delivery/Management Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Item/Equipment	Description	Rental/Labor Rate	Unit
550 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	\$93.75	Per day
1,000 gallon single wall tank	Portable Storage Tank	\$106.25	Per day
1,000 gallon dual wall tank	Portable Storage Tank (Secondary Containment)	\$118.75	Per day
6,000 gallon or greater tank	Portable Storage Tank	\$187.50	Per day
12 Volt Fill-Rite Pump	Fuel Pump 13 GPM, includes nozzle	\$25.00	Per day
Portable Tank Delivery/Pickup	Delivery/Pickup Charge	\$187.50	Per hour
Portable Tank Cleanout Fee	Cleanout of portable tank (if required)	\$500.00	Per service
Truck with Man	Transport Truck w/trailer or Boattail Truck	\$227.50	Per hour*
Fuel Tank Trailer Only	7,500 to 8,500 gal capacity	\$750.00	Per day
Mobile Fuel Station	12,000 Gal capacity on trailer	\$218.75	Per hour*
Frac Tank	20,000 gallon frac tank	\$250.00	Per day
Labor	Man to operate fuel station or fuel vehicles	\$93.75	Per hour

Note: Additional Storage Tanks ranging from 250 to 20,000 gallons are available upon request

* Requires 24 hour minimum

Item	Description	Purchase Price	Unit
Fuel	Gasoline/Diesel/Aviation Fuel	Cost -	\$0.74 Per gallon

Note: Rental/Labor Rate begins when equipment or labor leaves the facility and ends upon its return to the same facility. Reasonable lodging expense may apply.

Description of service:

A self contained generator powered system designed to meet the emergency fuel response needs of government and commercial entities. This unit combines high volume fuel dispensing capabilities along with maximum portability features.

Features:

- Total fuel storage capacity -12,000 gallons (One 10K tank and two 1K tanks)
- Tanks are dual walled (secondary containment) & are Flammeshield NFPA 30 rated.
- Mounted on a 53' drop deck trailer
- Six high volume fueling points with hoses on reels
- Fueling points have meter registers
- Grounding cable for vehicle re-fueling
- 20KW diesel generator
- Lights for night fueling
- No special transportation permits required
- Equipped with spill response kits.
- Air compressor
- Lubricants storage tank with dispenser

Note: Units subject to availability.

Emergency Satellite Telephone/Communication Services Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Satellite Phone Service

	Rate	Unit
Per Satellite Phone	\$100.00	Per week
Usage Cost, per phone	\$2.00	Per minute

Satellite Internet Service

Self-Contained Trailer Equipment

Duration	Monthly Cost
3 month	\$4,913.85
6 month	\$3,683.85
9 month	\$2,453.85
12 month	\$1,223.85

Bandwidth

Service	Monthly Cost
Disaster Response	\$2,028.27

Bandwidth Service	Contention	Upload (Kbps)	Download (Mbps)	VoIP lines	Users
Disaster Response	10	768	2	6	10 to 20

Description of services:

Self-contained trailer auto deploy

This unit was designed to be a self-contained mobile unit that is weatherized. This unit is ideal for businesses that need ultimate mobility with rapid deployment. The following equipment comes standard on each unit:

- 4' x 6' enclosed trailer
- 9,000 watt electric start generator
- Andrew Smart-Ad 3 watt 1.2 meter auto deploy satellite earth station
- VSAT 3100 internet modem
- Motorola HotZone Duo Mesh Wireless Router (MWR)
- Universal power controller battery backup

Self-contained trailer mounted

This unit was designed to be a self-contained mobile unit that is weatherized. The following equipment comes standard on each unit:

- 4' x 6' enclosed trailer
- 9,000 watt electric start generator
- Andrew 4 watt 1.2 meter satellite dish
- VSAT 3100 internet modem
- Motorola HotZone Duo Mesh Wireless Router (MWR)
- Universal power controller battery backup

The following services are available within the program:

- Broadband Internet
- Canopy Networks
- VoIP Telephone and Fax
- Cell Phone Repeaters

Each satellite unit will be equipped to provide wireless broadband internet. The units are scalable so that additional wireless access points can be added. Each unit will have sufficient bandwidth to easily support 15 concurrent internet users from the base system. If necessary, additional units can be brought in to support a larger camp population.

Voice-over-internet protocol ("VoIP") telephone and fax service will be available as an optional service with each satellite unit. This service can handle one to eight voice lines per unit. Cell phone repeaters for Nextel and Cingular networks are also available as an optional item.

Emergency Satellite Telephone/Communication Services Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Satellite Phone Service

	Rate	Unit
Per Satellite Phone	\$100.00	Per week
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- Andrew 4 watt 1.2 Andrew 4 watt 1.2 meter satellite dish
- VSAT 3100 intern VSAT 3100 internet modem
- Motorola HotZone Motorola HotZone Duo Mesh Wireless Router (MWR)
- Universal power a Universal power controller battery backup

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Temporary Office Trailers, Mobile Command Center Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Single Unit

Dimensions: Width = 8', Unit Length = 20'

Category	Rate	Unit
Setup Fee:	\$ 1,414.50	One time
Single Unit	\$ 491.52	Per month

Single Unit

Dimensions: Width = 8', Unit Length = 28'

Category	Rate	Unit
Setup Fee:	\$ 1,574.40	One time
Single Unit	\$ 600.32	Per month

Single Unit

Dimensions: Width = 10', Unit Length = 24'

Category	Rate	Unit
Setup Fee:	\$ 2,097.15	One time
Single Unit	\$ 760.32	Per month

Chemical Toilets Price Schedule

Description	Rate	Unit
Port-o-let (per unit)	\$ 1,451.40	Per month
Port-o-let (per unit)	\$ 52.50	Per day

Note: Includes delivery/set up, daily service, equipment rental, and pick up/breakdown

Emergency Pumping Units Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Description	Rate (Per Day)	Rate (Per Hour)
4" Trash Pump Package	\$ 1,089.05	\$ 90.75
6" Trash Pump Package	\$ 1,654.85	\$ 137.90
6" Hydraulic Pump with Power Pack	\$ 1,216.70	\$ 101.39
8" Hydraulic Pump with Power Pack	\$ 1,818.15	\$ 151.51

Notes:

1. Transportation charges not included.
2. Includes suction and discharge hose.
3. Minimum usage charge of 8 hours.

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

Optional Services: City of Kingsville, TX. RFP No. 28-17

Categories/Descriptions

Labor	Unit	Rate
Project Consultant (PC)	Hour	\$156.00
Project Executive (PE)	Hour	\$125.00
Project Manager (PM)	Hour	\$75.00
Health & Safety Officer (HSO)	Hour	\$75.00
Technical Specialist (Superintendent) (TS)	Hour	\$69.00
Drying Technical (DT)	Hour	\$69.00
Equipment Operator (EO)	Hour	\$56.00
Remediation Worker (RW)	Hour	\$47.00
General Labor (GL)	Hour	\$36.00
Field Auditor (FA)	Hour	\$50.00
Supplies/Consumables	Unit	Rate
Adhesive Remover	Gallon	\$96.00
Anti-Microbial Coating	Gallon	\$81.00
Anti-Microbial Disinfectant (Concrete Pre Mixed)	Gallon	\$5.00
Anti-Microbial Disinfectant (MicroBan RTU)	Gallon	\$56.00
Bags, Trash	Roll	\$94.00
Bags, Trash Environmental	Roll	\$106.00
Box, Storage Cardboard	Each	\$9.00
Brush, Long Handle/Scrub	Each	\$11.00
Camera (Disposable, 27 exp. includes development)	Each	\$37.00
Cleaner, General and all purpose	Gallon	\$30.00
Cleaner, Electronic Grade	Gallon	\$63.00
Decontamination Unit, Disposable	Each	\$418.00
Duct, Lay Flat (500')	Roll	\$469.00
Fuel	Gallon	Cost + 23%
Negative Air Filters (Prefilters)	Each	\$4.00
Negative Air Filters (Pleated)	Each	\$8.00
Negative Air Filters (Main HEPA)	Each	\$225.00
Poly Sheeting, Fire Retardant	Roll	\$125.00
Poly Sheeting, Reinforced	Roll	\$188.00
Rags, Cotton Cloth	Box	\$63.00
Respirator Cartridges, Negative Pressure (Half-Face)	Pair	\$13.00
Respirator Cartridge, PAPR (Full-Face)	Each	\$16.00
Spray Bottle w/ Trigger	Each	\$4.00
Sprayue	Can	\$3.00
Sponges, Soot Absorbtion	Each	\$3.00
Suit, Disposable	Each	\$3.00
Suit Tyvek	Each	\$8.00
Tape, Duct	Roll	\$7.00
Terry Wipes	Pound	\$8.00
Towels	Case	\$38.00

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

Optional Services: City of Kingsville, TX. RFP No. 28-17

Categories/Descriptions

Drying Equipment	Unit	Rate
Dehumidification Unit (50cfm-100cfm)	Each	\$91.00
Dehumidification Unit (110cfm-200cfm)	Each	\$149.00
Dehumidification Unit (220cfm-300cfm)	Each	\$175.00
Dehumidification Unit (500cfm-600cfm)	Each	\$382.00
Dehumidification Unit (1000cfm)	Each	\$667.00
Dehumidification Unit (2000cfm-2250cfm)	Each	\$1,289.00
Dehumidification Unit (3500cfm)	Each	\$259.00
Dehumidification Unit (4500cfm-5000cfm)	Each	\$356.00
Dehumidification Unit (6000cfm)	Each	\$453.00
Dehumidification Unit (8500cfm)	Each	\$1,133.00
Dehumidification Unit (15,000cfm)	Each	\$324.00

Miscellaneous Equipment	Unit	Rate
40 Ton AC Unit	Each	\$1,049.00
100 Ton Chiller Unit	Each	\$1,159.00
200 Ton Chiller Unit	Each	\$919.00
Air Compressor (110 psi)	Each	\$39.00
Air Compressor (125 psi)	Each	\$220.00
Air Mover	Each	\$32.00
Buffer, Floor	Each	\$39.00
Cart, Tilt/Demolition	Each	\$26.00
Dolly, 2-Whl/4-Whl/Dtm/Whlbr	Each	\$6.00
Electrical Dist. Panel (Spider Box)	Each	\$71.00
Electrical Kit (Ext. Cord GFI, Surge Protector)	Each	\$6.00
Extraction Unit (Portable)	Each	\$162.00
Extraction Unit (Trailer)	Each	\$583.00
Filtration Unit	Each	\$32.00
Fire Extinguisher	Each	\$5.00
First Aid Kit	Each	\$3.00
Floor Kit (Mop, Bucket, Broom, Rake, Scraper, Wrecking Bar, Etc.)	Each	\$16.00
Freight	Each	\$4.00
HEPA Filtration Unit (10,000cfm)	Each	\$389.00
HEPA Filtration Unit (2,000cfm)	Each	\$123.00
Light, Portable	Each	\$3.00
Light, Stand	Each	\$19.00
Light, String	Each	\$13.00
Mobile Command Center	Each	\$576.00
Negative Pressure Recorder	Each	\$65.00
Ozone Machine	Each	\$155.00
Power Hand Tools (Sawzall, Circular Saw, Drill etc.)	Each	\$13.00
Pump, Small	Each	\$52.00
Pump, Flood	Each	\$175.00
Respirator, Negative Pressure (Half Face)	Each	\$6.00
Respirator, PAPR (Full Face)	Each	\$32.00
Radio, Job Site	Each	\$13.00
Shower/Wash Station	Each	\$19.00
Sprayer, Airless	Each	\$84.00
Thermal Image Camera	Each	\$65.00
Trailer	Each	\$149.00
Truck, 24ft	Each	\$123.00
Truck, Pick-Up	Each	\$84.00
Truck, Water Extraction	Each	\$259.00
Vacuum, (Wet/Dry)	Each	\$32.00
Vacuum, HEPA	Each	\$97.00

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Categories/Descriptions

Van/Bus	Each	\$123.00
Vent/Wall Cavity Drying Unit	Each	\$453.00
Wall Kit (Ladder, Fall Protection, Knives, Etc.)	Each	\$13.00
Washer, High Pressure (5,000 psi)	Each	\$227.00
Washer, High Pressure (20,000 - 40,000 psi)	Each	TDB
Washer, HOTSY	Each	\$259.00

Notes:

1. Work performed utilizing these rates shall be performed pursuant to the predefined Scope of Work being agreed to by both parties and any applicable Change Order contract modification being completed.
2. Price. Work performed hereunder shall be priced as indicated in the AshBritt Rates, plus any applicable taxes.

A. AshBritt will invoice the customer weekly for services rendered in accordance with the AshBritt rates. Customer agrees to make payment to AshBritt within 15 days of invoice.

B. The balance of AshBritt's fees and charges for the performance of the Scope of Work will be paid within 30 days from the Customer's receipt of the final invoice from AshBritt.

3. Invoicing and Payment. AshBritt shall submit to Customer itemized invoice(s) setting forth the total amounts due in accordance with the Rate Schedule for services utilized in performance of the Scope of Work. If payments are not received timely, Customer agrees to pay all costs of collections up to and including court costs, reasonable attorney's fees and interest charges at the lesser of 1) 1.5% per month, or 2) the maximum lawful interest rate. No retainage will be withheld from payments.

4. Overtime Rates. Customer agrees that overtime rates will be billed by AshBritt and paid by customer based upon entitlement of employee notwithstanding where initial 40 hours, or any part thereof, were worked by employees for AshBritt on other projects.

5. Responsibility for Payment. Customer agrees to make payment to AshBritt for services rendered hereunder in the amounts and on the terms specified above, regardless of whether Customer is entitled to reimbursement for such costs from Customers or from some other person's or entity's insurance carrier or any other source.

6. Best Efforts. AshBritt and Customer acknowledge that the property which is the subject of the Work may have been involved in a fire, flood, or other catastrophe. AshBritt will perform the Work on a "best efforts" basis, but cannot, and therefore does not, guarantee or warrant that any of the property will be operational or free from defect following completion of the Work.

7. Causes Beyond Control. If any circumstance or event which is beyond the reasonable control of AshBritt delays the performance of any of AshBritt's obligations under this agreement or makes any of those obligations impossible to perform, AshBritt will not have any liability for that delay or non-performance.

8. Consents and Permits. Any federal, state, or local permits or consents required for the performance of the Work are the responsibility of the Customer; provided that, if made a part of the Work, AshBritt may obtain such permits and consents at Customer's expense. Both AshBritt and Customer will comply with all applicable governmental regulations, statutes, laws and ordinances.

9. Disposal. Disposal of any Hazardous Material (including specimens or samples) or any property that contains Hazardous Material, removed by AshBritt under this Agreement will be in the name of the Customer and under any applicable generator number or other identification assigned by the Customer.

10. Indemnity. Each party agrees to indemnify and hold harmless the other party hereto and the other party's shareholders, directors, officers, employees and agents, from and against any and all claims, demands, causes of action and liabilities of any nature, whether for damages to property, and/or the conditions to which the Contract pertains, to the extent that any such claim, demand, cause of action and/or liability is attributable to the breach of Contract or other fault of the indemnifying party. Customer on its behalf and on behalf of including but not limited to Owners, Management Companies, Tenants and Occupants indemnifies AshBritt against loss or damage to personal property and/or content during the performance of services within the areas of remediation.

Drying In, Decontamination, Mold Remediation, Restoration Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Categories/Descriptions

11. **Confidential Information.** AshBritt and Customer mutually agree to maintain in confidence and will not, directly or indirectly disclose or use, either during or after the term of this Agreement, any proprietary or confidential information belonging to the other party, whether it is in writing or permanent form, except to the extent necessary to perform the work until such time as said information has become public knowledge.

12. **No Consequential Damages.** No party shall in any action or proceeding or otherwise assert any claim for consequential damages against any other party to this reasonable attorney's fees and court costs. Contract on account of any loss, cost, damage or expense which such party may suffer or incur because of any act or omission of any other party to this Contract or its agents or employees in the performance of a party's obligations under this Contract, or any other cause of action (including negligence) arising out of or related to transactions in connection with this Contract, or otherwise, and each party expressly waives any such claims.

13. **Labor Considerations.**

A. The labor rates stated above are per hour for the first 40 hours worked (or 8 hours a day in California or where mandated by prevailing wage requirements) in a week beginning on Monday.

B. Labor rates for work performed over 40 hours in a week (or 8 hours a day in California or where mandated by prevailing wage requirements) will be charged at one and one-third (1-1/3) times the stated hourly rates except where collective bargaining agreements or prevailing wage requirements mandate premium time to be paid Saturday, Sunday and Holidays. In such an event, one and one-third (1 - 1/3) time the stated rates or the multiplier mandated by prevailing wage requirements shall be applicable.

C. Travel time will be charged, at stated hourly rates, when employee lodging is more than 50 miles from the project location or when emergency conditions exist that result in one way travel time of 60 minutes or greater. In either case, a minimum of one hour will be charged per individual, each way.

D. All documented costs for other applicable travel costs (airfare, rental cars, cab fare, etc.) will be reimbursed to AshBritt at cost plus 10%.

E. Per diem and lodging will be charged at a rate of \$100 per employee, per day for all employee classifications

F. A minimum surcharge of \$25 per hour will be added to the stated rates for any employee classification whereby their trade is covered by a collective bargaining agreement, or for any employee subject to prevailing wage rates.

G. A Remediation Worker (RW) is defined as a person who utilizes a respirator to protect himself/herself from the potential exposure to any hazardous substance, including nuisance dust.

H. Warehousemen and drivers supporting the on site work activity will be billed at the General Laborer rate.

14. **Equipment Rental Considerations.**

A. **Unscheduled Rental Equipment and Consumables.** For equipment and consumables not listed that is rented for the project by AshBritt the rate invoiced to the Customer will be the rate charged to AshBritt plus 10% - 10%. Freight is excluded.

B. **Unscheduled Purchased Equipment.** If special equipment not listed above is purchased for the project the daily rental will be 5% of the purchase price.

Temporary Warehousing Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Option 1

Storage Containers

Description	Rate	Unit
40' Conex Box	\$3,000.00	Per month
20' Conex Box	\$2,000.00	Per month

Note: Transportation not included.

Option 2

Fabric Structures (Reinforced)

Description	Rate	Unit
82' w x 98' l, 10' side, 23' peak Structure	\$13,603.80	First month

Hazardous Materials General Labor Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Title	Level	Abbr.	Rate	Unit
Project Manager	Upper Level	ULM	\$200.00	Per hour
Mid Level Manager	Middle Level	MLM	\$155.00	Per hour
Professional	Upper Level	ULP	\$145.00	Per hour
	Middle Level	MLP	\$110.00	Per hour
	Lower Level	LLP	\$85.00	Per hour
Technical	Upper Level	ULT	\$97.00	Per hour
	Middle Level	MLT	\$70.00	Per hour
	Lower Level	LLT	\$50.00	Per hour
Secretarial/Clerical			\$65.00	Per hour
Equipment Operator			\$55.00	Per hour
Laborer			\$40.00	Per hour
Per diem			\$135.00	Per day

Hazardous Materials Equipment/Materials Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Description	Unit	Rate
250 gallon Poly Tank	Day	\$111.00
Absorbant Boom -bags	Each	\$132.00
Absorbant Pads - boxes	Each	\$138.00
Air Compresor 185 cfm	Day	\$130.00
Air Compresor Small	Day	\$63.00
Air sampling Vacuum Pump	Day	\$37.00
Bladder Pump	Day	\$99.00
Cement - Bags	Each	\$44.00
Centrifugal Pump/Hoses	Day	\$68.00
Chain saws	Day	\$78.00
Coil Rope	Each	\$37.00
Concrete Saw	Day	\$71.00
Conductivity, ph, thermometer Set	Day	\$30.00
Contaminated Material - total tons	Tons	Cost + 23%
Core Drill w. 6" bit	Day	\$146.00
Data logger with Transducers	Day	\$188.00
Disposabic 1 micron Filter	Each	\$26.00
Dissolved Oxygen Meter	Day	\$47.00
Double Ring Infiltrometer	Day	\$86.00
Drum Roller compactor	Hour	\$169.00
Electric Hand Tools (drill, saw, sander etc)	Fa/day	\$16.00
Explosimeter	Day	\$32.00
Gas Chromatograph, portable	Day	\$498.00
Ground Penetrating Radar	Day	\$1,039.80
Hand Auger	Day	\$14.00
Hand Tools per employee	Day	\$32.00
Harbour Boom	ft/day	\$3.00
High Pressure Steam Cleaner	Day	\$193.00
Mini Excavator	Hour	\$58.00
Oil Water probe	Day	\$50.00
OVA	Day	\$203.00
Plate Compactor	Day	\$127.00
Ponar Dredge sampler	Day	\$68.00
Portable Light stand	Day	\$63.00
Portable Sampler (Peristaltic pump)	Day	\$68.00
Safety Equipment Level C	Day	\$78.00
Safety Equipment Level D	Day	\$156.00
Sediment Sampler	Day	\$40.00
Street Sweeper	Day	\$780.00
Surveying Equipment	Day	\$58.00
Teflon Bailer	Day	\$11.00
Teflon Tubing	Foot	\$4.00
Traffic control Vests cones barriers etc	Day	\$86.00
Turbidity Meter	Day	\$42.00
Visqueen - Rolls	Each	\$136.00
Water level Indicator	Day	\$48.00
Well and Well screens	Each	Cost + 23%
Well Point Install	Each	Cost + 23%
WellPoint Rental	Day	Cost + 23%
workboat w/o motor	Day	\$130.00
YSI Meter/ Multi meter	Day	\$130.00
Personal Protective Equip., Level A (Dupont RS562T)	Per Unit	\$895.00
Personal Protective Equip., Level B (Dupont R3123T)	Per Unit	\$395.00
Personal Protective Equip., Level C (Dupont C2127T)	Per Unit	\$195.00
Cascade Air Filtration Panel	Day	\$140.00

Hazardous Materials Equipment/Materials Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Description	Unit	Rate
Air Filtration Panel	Day	\$55.00
Airline Respirator	Day	\$210.00
High Hazard Personnel Decontamination	Per Kit	\$40.00
Low Hazard Personnel Decontamination	Per Kit	\$15.00
Personnel Retrieval System	Day	\$140.00
Personnel Retrieval Harness	Day	\$24.00
Combustible Gas Indicator	Day	\$75.00
Toxic Gas Detector	Day	\$150.00
Photoionization Dectector	Day	\$110.00
Hazmat Kit	Day	\$325.00
Hand Auger, Stainless Steel	Day	\$20.00
Hand Operated Transfer Pump	Day	\$65.00
1" Diaphragm Pump (1")	Day	\$125.00
2" Diaphragm Pump (2")	Day	\$160.00
2" Diaphragm Pump S.S. (2" S.S.)	Day	\$275.00
3" Diaphragm Pump (3")	Day	\$250.00
6" Diaphragm Pump (6")	Day	\$1,280.00
1" Suction or Discharge Hose (1")	Day	\$46.00
2" Suction or Discharge Hose (2")	Day	\$70.00
3" Suction or Discharge Hose (3")	Day	\$90.00
6" Suction or Discharge Hose (6")	Day	\$145.00
2" Chemical Suction or Discharge Hose (2")	Day	\$140.00
3" Chemical Suction or Discharge Hose (3")	Day	\$180.00
6" Chemical Suction or Discharge Hose (6")	Day	\$650.00
Diesel Powered Generator 60-80kw	Day	\$245.00
Electrical Cord Station 50'	Day	\$35.00
Spike Bar	Each	\$40.00
Airless Spray (With operator)	Day	\$275.00
Pressure Washer (With operator)	Day	\$255.00
Waterhose Section (Garden)	Each	\$35.00
Cutting Torch (With operator)	Day	\$175.00
Wire Welder (With operator)	Day	\$225.00
Air Blower (With operator)	Day	\$175.00
HEPA Vac (With operator)	Day	\$480.00
Barrel Cart	Day	\$15.00
Wheelbarrow	Day	\$15.00
Oil Dry Spreader	Day	\$18.00
Traffic Control Vest, Cones, Flags, Barrels, etc	Day	\$225.00
Drill w/ Bits	Day	\$40.00
Grounding Cable and Rod	Day	\$15.00
Circular Saw	Day	\$30.00
Hand Tool per employee *(shovels, brooms etc.)	Day	\$30.00
Tool Kit (Hammers, Pliers, Screwdrivers)	Day	\$45.00
Wrench Kit (Bung wrench, speed, etc)	Day	\$25.00
Step Ladder	Day	\$9.50
Extension Ladder	Day	\$11.50
Photographic Equipment	Day	\$125.00
Level A Suit (Kappler Responder)	Each	\$800.00
Level B Suit (Kappler Responder)	Each	\$350.00
Level C Suit (Kappler Responder)	Each	\$225.00
Tyvek Coveralls (DuPont)	Each	\$25.00
Proshield (DuPont NG127s)	Each	\$85.00
Saranex (DuPont SL127T)	Each	\$95.00
Acid Suit	Each	\$95.00
Rain Suit	Each	\$35.00

Hazardous Materials Equipment/Materials Price Schedule

Optional Services: City of Kingsville, TX, RFP No. 28-17

Description	Unit	Rate
Neoprene Gloves, Pair	Pair	\$12.00
Nitrile Gloves, Pair	Pair	\$8.00
Silvershield Gloves	Pair	\$12.00
PVC Gloves	Pair	\$7.50
Cotton or Latex Gloves	Pair	\$8.50
Leather Work Gloves	Pair	\$12.50
PVC Boots (Haz Mat)	Pair	\$32.50
Boot Covers	Pair	\$15.00
Hearing Protection	Pair	\$8.00
Detector Tubes	Each	\$18.00
Ph Paper	Pack	\$25.00
Spill Classifier	Each	\$15.00
Respirator Airline 50' Section	Each	\$175.00
Respirator Cartridges	Pair	\$35.00
Handheld Radios	Each	\$75.00
5"x10' Absorbent Boom-Petroleum (CEP-WB510)	Bale of 4	\$105.00
8"x10' Absorbent Boom-Petroleum (CEP-WB810)	Bale of 4	\$155.00
3"x 12' Absorbent Boom-Universal (CEP-HAZSOCIO)	Bale of 4	\$70.00
Absorbent Pads Bundle-Petroleum (CEP-WP100H or equal)	Bundle	\$87.50
Absorbent Pads Bundle-Universal (CEP-OPP15 or equal)	Bundle	\$132.50
Oil Dry (CEP-FLAB50 or equal)	Bag (40lb)	\$15.00
Peat Moss (CEPEXSORB or equal)	Bag	\$35.00
Vermiculite (CEP-VERM4 or equal)	Bag	\$30.00
Soda Ash Bag (CEP-SODASH or equal)	Bag	\$30.00
4 mil 20x100 polyethylene (4 mil)	Roll	\$47.50
6 mil 20x100 polyethylene (6 mil)	Roll	\$62.50
6 mil bags (6 mil)	Case	\$55.00
Duct Tape (N/A)	Roll	\$6.00
55 Gallon Drum Overoak (CEP-1230YE or equal)	Each	\$110.00
55 Gallon Drum Liners (10 mil)	Each	\$225.00
Fiber Drums (55 gallon)	Each	\$55.00
30 Gallon Overpak (CEP-1230YE or equal)	Each	\$115.00
95 Gallon Overpak (CEP-1237YE or equal)	Each	\$275.00
DOT Hazardous Waste Labels (DOT)	Box	\$35.00
Fire Extinguisher	Each	\$75.00
Caution/Hazard Tape	Roll	\$28.00
Respirator Wipes	Box	\$20.00
ChemTape, 10' roll (Kappler)	Roll	\$15.00

Note:

Any other equipment used by subcontractor will be charged at Subcontractor rate plus 23%