

RESOLUTION No. 13-2206

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH DRC EMERGENCY SERVICES LLC. FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES PIGGYBACKING OFF THE COMPETITIVELY BID CONTRACT AWARDED BY THE CITY OF NORTH MIAMI, FLORIDA; APPROVING THE TOWN MANAGER AND TOWN ATTORNEY TO DO ALL THINGS NECESSARY TO EXECUTE THE REQUIRED AGREEMENT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside desires to select a provider for disaster debris removal and disposal within the Town; and

WHEREAS, Federal Emergency Management Agency (FEMA) requires that the Town, as part of a Debris Management Plan, have an agreement in place to remove and dispose of the debris resulting from a declared emergency event, and

WHEREAS, the Town Commission of the Town of Surfside, Florida wishes to enter into an agreement with DRC Emergency Services, LLC (“DRC”), by piggybacking off a competitively bid agreement awarded by the City of North Miami, Florida to remove and dispose of emergency generated debris; and

WHEREAS, DRC was selected by the City of North Miami in Resolution No. R-2011-75 pursuant to Bid No. 23-10-11; and

WHEREAS, the Town Commission believes it is in the best interest of the Town to enter into the Agreement (attached hereto as Exhibit “A”) with DRC removal and disposal of emergency generated debris.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA,

**Section 1. Recitals.** That the above and foregoing recitals are true and correct and are incorporated herein by reference.

**Section 2. Approval and Authorization.** The Town Commission hereby approves the Agreement with DRC to remove and dispose of emergency generated debris pursuant to the competitively bid agreement with the City of North Miami and hereby authorizes the Town Manager and Town Attorney to execute all necessary documents.

**Section 3. Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 12<sup>th</sup> day of Nov, 2013.

Motion by Vice Mayor Karukin, second by Commissioner Kligman

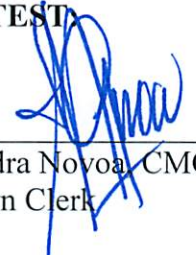
FINAL VOTE ON ADOPTION

Commissioner Joseph Graubart  
Commissioner Michelle Kligman  
Commissioner Marta Olchyk  
Vice Mayor Michael Karukin  
Mayor Daniel Dietch

YES  
YES  
YES  
YES  
YES

  
\_\_\_\_\_  
Daniel Dietch, Mayor

ATTEST

  
\_\_\_\_\_  
Sandra Novoa, CMC  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR  
THE TOWN OF SURFSIDE ONLY:

  
\_\_\_\_\_  
Linda Miller, Town Attorney

Resolution No. 13-2206

Commissioner Kipman  
19th Nov

The Mayor  
New York

1911



Very truly yours,  
John D. Rockefeller

13-5511





740 Museum Drive • Mobile, Alabama 36608  
1-888-721-4372 • 1-251-343-3581 • FAX 1-251-343-5554


The Town of Surfside, herein represented by its duly authorized officer, has a desire to enter into a Cooperative Purchase Agreement for Debris Management Services Services, under the same terms and conditions as the agreement between DRC Emergency Services, LLC and the, dated June 1, 2011 (attached hereto as Exhibit A) which contract resulted from a competitive RFP. The Town of Surfside has reviewed the contract and agrees to the terms and conditions and further agrees to the fairness and reasonableness of the pricing. DRC Emergency Services, LLC hereby agrees to provide such services to the Town of Surfside under the same price(s), terms, and conditions as the referenced contract between DRC Emergency Services, LLC and the City of North Miami.

All references in the contract between DRC Emergency Services, LLC and the City of North Miami, shall be assumed to pertain to, and are binding upon DRC Emergency Services, LLC and the Town of Surfside. Except as provided below, this agreement is entered into at no cost to the Town of Surfside. The only costs associated with this contract are the agreed upon terms which only become active upon the Town of Surfside issuing a notice to proceed to DRC Emergency Services, LLC. Agreed, accepted and consented to this, the last date shown hereunder.

DRC Emergency Services, LLC

Town of Surfside

City of North Miami

  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Name: Cary A. Des Roches

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Secretary/Treasurer

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: July 23, 2013

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF NORTH MIAMI  
FIRST AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
IFB #23-10-11 Disaster Debris Removal and Disposal Services)**

**THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** ("First Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, between the City of North Miami, a Florida municipal corporation, with a principal address of 776 NE 125<sup>th</sup> Street, North Miami, Florida ("City"), and DRC Emergency Services, LLC, a foreign limited liability company organized and existing under the laws of the State of Florida, having its principal business office at 740 Museum Drive, Mobile, AL 36608 ("Primary Contractor"). The City and Primary Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

**RECITALS**

WHEREAS, on March 1, 2011, the City advertised *Invitation For Bid # 23-10-11 Disaster Debris Removal and Disposal Service (Pre-Qualification)* ("IFB"), seeking a pool of qualified contractors to provide the City with the necessary labor, supervision, materials, equipment, tools, vehicles, expertise and services necessary to remove, haul and dispose of debris resulting from a declared emergency event, on an as-needed, when-needed basis ("Services"); and

WHEREAS, bids were timely received, reviewed and evaluated by City administration, which ranked DRC Emergency Services, LLC, as the most responsive, responsible bidder whose bid, qualifications and references demonstrated to be the most advantageous to the City; and

WHEREAS, on June 14, 2011, the Mayor and City Council of the City of North Miami, Florida, passed and adopted Resolution No. R-2011-75, approving the selection of DRC Emergency Services, LLC, as the Primary Contractor and authorized the City Manager to execute an agreement for the provision of Services ("Resolution"); and

WHEREAS, pursuant to the Resolution, the City executed an agreement for the provision of Services ("Agreement") with DRC Emergency Services, LLC, as the Primary Contractor, effective June 1, 2011; and

WHEREAS, the City has identified the need to amend the Agreement, to include FEMA terms and conditions required for the City to secure federal funding for costs incurred as a result of emergency or disaster events; and

WHEREAS, the City Manager finds that entering into this First Amendment, is in the best interest of the City.

**NOW THEREFORE**, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

1. The Parties agree that this First Amendment is incorporated into and made part of the Agreement executed by the Parties effective June 1, 2011, attached hereto as "Exhibit A".
2. The Parties hereby amend the Agreement to include FEMA terms and conditions, attached hereto as "Exhibit B", applicable for Services utilized in response to emergency or disaster events, allowing the City to seek federal assistance to pay the costs associated with such emergency events.
3. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.
4. This First Amendment shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns and personal representatives.
5. All other terms of the Agreement which have not been modified by this First Amendment, shall remain in full force and effect.
6. This First Amendment may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

***[The remainder of this page is intentionally left blank.]***

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

DRC Emergency Services, LLC, a Foreign Limited Liability Company:

Corporate Secretary or Witness:

"Primary Contractor":

By: Erika M Hunt

By: Gerald Lee Busby

Print Name: Erika M Hunt

Print Name: Gerald Lee Busby

Date: 7/1/2013

Date: 7/1/2013

ATTEST:

City of North Miami, a Florida municipal Corporation:  
"City"

By: \_\_\_\_\_  
Michael A. Etienne  
City Clerk

By: \_\_\_\_\_  
Stephen E. Johnson  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Regine M. Monestime  
City Attorney

**CITY OF NORTH MIAMI  
PROFESSIONAL SERVICES AGREEMENT  
(IFB #23-10-11 Disaster Debris Removal and Disposal Services)**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 1 day of June, 2011, between the City of North Miami, a Florida municipal corporation with a principal address of 776 NE 125<sup>th</sup> Street, North Miami, Florida ("City"), and DRC Emergency Services, LLC, a foreign limited liability company organized and existing under the laws of the State of Florida, having its principal business office at 740 Museum Drive, Mobile, AL 36608 ("Primary Contractor"). The City and Primary Contractor shall collectively be referred to as the "Parties".

**RECITALS**

WHEREAS, on March 1, 2011, the City advertised *Invitation For Bid # 23-10-11 Disaster Debris Removal and Disposal Service (Pre-Qualification)* ("IFB"), seeking a pool of qualified contractors to provide the City with the necessary labor, supervision, materials, equipment, tools, vehicles, expertise and services necessary to remove, haul and dispose of debris resulting from a declared emergency event, on an as-needed, when-needed basis ("Services"); and

WHEREAS, the Primary Contractor was evaluated by the City as one of the most responsive, responsible bidder whose bid, qualifications and references demonstrated to be advantageous to the City; and

WHEREAS, the Primary Contractor has expressed its capability, expertise and willingness to perform the Services in accordance with the terms, conditions, requirements and specifications contained in the IFB; and

WHEREAS, on June 14, 2011, the Mayor and City Council of the City of North Miami, Florida, passed and adopted Resolution No. R-2011-75, approving the selection of DRC Emergency Services, LLC, as the Primary Contractor and authorized the City Manger to execute an agreement for the provision of stated Services.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

**ARTICLE 1 - RECITALS**

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

**ARTICLE 2 - CONTRACT DOCUMENTS**

2.1 The following documents, collectively referred to as the "Contract Documents", are incorporated into and made part of this Agreement:



2.1.1 City of North Miami *Invitation For Bid # 23-10-11 Disaster Debris Removal and Disposal Service (Pre-Qualification)*, attached hereto by reference;

2.1.2 Primary Contractor's response to the IFB ("Bid Submittal"), attached hereto by reference;

2.1.3 Primary Contractor's Price Schedule, attached hereto as Exhibit A;

2.1.4 City Prequalification form, attached hereto by reference;

2.1.5 City Tabulation of Price Quotes, attached hereto by reference;

2.1.6 Any additional documents which are required to be submitted by Primary Contractor pursuant to this Agreement and IFB.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.

2.2.2 This Agreement.

2.2.3 The IFB.

2.3 The Parties agree that Primary Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the IFB prior to Primary Contractor submitting its Bid Submittal or the right to clarify same shall be waived.

### **ARTICLE 3 – TERM OF AGREEMENT**

3.1 The initial term of this Agreement shall be a period of three (3) years commencing on June 1, 2011, unless terminated earlier by either Party.

3.2 The Agreement may be extended for an additional three (3) years, on a year-by-year basis, providing the Parties agree in writing to exercise this option.

3.3 The City reserves the right to request and consider yearly price quotations from Primary Contractor prior to renewal.

3.4 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Primary Contractor's ability to timely perform Services or any portion thereof, the City may request that the Primary Contractor, within a reasonable period of time, provide adequate assurances to the City in writing, of Primary Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Primary Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

#### **ARTICLE 4 - COMPENSATION**

4.1 Payment to Primary Contractor for Services to the City will be made in accordance with the terms of the IFB and Primary Contractor's Price Schedule.

4.2 Primary Contractor shall be paid within thirty (30) days of receipt of invoice the total shown due, provided the City has accepted Primary Contractor's performance.

4.3 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Primary Contractor.

#### **ARTICLE 5 - SCOPE OF SERVICES**

5.1 Primary Contractor shall provide the Services set forth in the Contract Documents and in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession. The City reserves the right to issue directives as necessary to facilitate the flow of work or to minimize any conflict or hazard with public operations.

5.2 Primary Contractor shall provide Services under the direction of and to the satisfaction of the City. The City shall make decisions on all claims regarding the interpretation of the Contract Documents and on all other matters relating to the execution and progress of the Services rendered by Primary Contractor.

5.3 Primary Contractor represents and warrants to the City that: (i) Primary Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Primary Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Primary Contractor is duly authorized to execute same and fully bind Primary Contractor as a party to this Agreement.

5.4 Primary Contractor agrees and understands that: (i) any and all subcontractors used by Primary Contractor shall be paid by Primary Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the work related to this Agreement shall be borne solely by Primary Contractor.

5.5 Primary Contractor shall ensure that the public roadways and any improvements or appurtenants in the vicinity of a worksite remain open to the public whenever and wherever possible, and that sufficient signage is provided to direct the public or other invitees during performance of the Services. The Primary Contractor shall comply with all applicable minimum safety standards required by local, county, state and federal regulations.

5.6 Primary Contractor represents, with full knowledge that the City is relying upon these representations when entering into this Agreement with the Primary Contractor, that the Primary

Contractor has the professional expertise, ability, capacity, skill, licenses, financial resources, and experience to perform the Services as described in the Contract Documents.

#### **ARTICLE 6 - CHANGES IN SERVICES**

6.1 One or more changes to Services within the general scope of this Agreement may be ordered by a Change Order. The Primary Contractor shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and with the terms and conditions described in this Article.

6.2 A Change Order shall mean a written order to the Primary Contractor executed by the Parties following execution of this Agreement, directing a change in Services, and may include a change in the agreed compensation and/or the time for Primary Contractor's performance.

6.3 The execution of a Change Order by the Primary Contractor shall constitute conclusive evidence of the Primary Contractor's agreement with the ordered changes in Services and the Primary Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from, the work included within or affected by the executed Change Order.

#### **ARTICLE 7 - ENVIRONMENTAL AND SAFETY REQUIREMENTS**

7.1 Primary Contractor shall comply and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations pertaining to the Services provided under this Agreement. Primary Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry standards, and to ensure that such protective devices are properly used by its employees, agents and subcontractors in the provision of Services.

7.2 Primary Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Services to prevent damage, injury or loss to any affected person or property.

7.3 Primary Contractor shall be solely responsible for pedestrian and vehicular safety within the vicinity of a worksite. Primary Contractor shall provide the necessary warning devices, cones, markers, flags, barricades and other control devices, in addition to ground personnel needed for directing traffic and maintaining safety, protection and warning to all persons and vehicular traffic within the worksite area.

#### **ARTICLE 8 - INDEPENDENT CONTRACTOR**

8.1 Primary Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Primary Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Primary Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Primary Contractor. Therefore, Primary Contractor agrees to provide workers' compensation insurance

for any employee or agent of Primary Contractor rendering services to the City under this Agreement.

#### **ARTICLE 9 - CONFLICTS OF INTEREST**

9.1 Primary Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

9.2 Primary Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on work assigned to the Primary Contractor, except as fully disclosed and approved by the City. Primary Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

#### **ARTICLE 10 - DEFAULT**

10.1 If Primary Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Primary Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Primary Contractor fails to cure a default within five (5) business days after receiving notice of default. Primary Contractor understands and agrees that termination of this Agreement under this section shall not release Primary Contractor from any obligations accruing prior to the effective date of termination.

#### **ARTICLE 11 - TERMINATION RIGHTS**

11.1 The Parties shall have the right to terminate this Agreement at any time, with or without cause, upon ten (10) days written notice to the other Party. In such event, the City shall pay Primary Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Primary Contractor for any additional compensation, or for any consequential or incidental damages.

#### **ARTICLE 12 - NOTICES**

12.1 All notices, demands, correspondence and communications between the City and Primary Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To Primary Contractor:      DRC Emergency Services, LLC  
Attn: Mark Stafford  
740 Museum Drive  
Mobile, AL 36608  
Phone: (561) 820-4877  
Fax: (251)-343-5554

To City:                              City of North Miami  
Attn: City Manager

776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161

With a copy to: City Attorney  
City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161

12.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

12.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

#### **ARTICLE 13 - PUBLIC RECORDS**

13.1 Primary Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

#### **ARTICLE 14 - INDEMNIFICATION**

14.1 Primary Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Primary Contractor, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of the Services under this Agreement.

14.2 Primary Contractor shall be fully responsible to City for all acts and omissions of the Primary Contractor, its employees, subcontractors, suppliers, or other persons directly or indirectly employed by its subcontractors or suppliers, and any other persons or organizations performing or furnishing services under this Agreement. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

14.3 Primary Contractor has visited the worksite and is familiar with the local conditions under which the Services are to be performed, and relieves the City from any liability in regard to any matter not immediately brought to the attention of the City.

14.4 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.



#### **ARTICLE 15 - INSURANCE**

15.1 Prior to the execution of this Agreement, the Primary Contractor shall submit certificate(s) of insurance evidencing the required coverage specified in the IFB and provide that the City is an additional named insured, with respect to the required coverage and the operations of the Primary Contractor under this Agreement. Primary Contractor shall not commence work under this Agreement until after Primary Contractor has obtained all of the minimum insurance described in the IFB and the policies of such insurance detailing the provisions of coverage have been received and approved by the City. Primary Contractor shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Primary Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Primary Contractor shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

15.2 All insurance policies required of the Primary Contractor shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Miami-Dade County, Florida.

#### **ARTICLE 16 - FORCE MAJEURE**

16.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

#### **ARTICLE 17 - MISCELLANEOUS PROVISIONS**

17.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

17.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

17.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

17.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

17.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

17.6 The City reserves the right to audit the records of the Primary Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

17.7 The Primary Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

17.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

17.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

17.10 The professional Services to be provided by Primary Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

17.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

17.12 The Primary Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

17.13 All other terms, conditions and requirements contained in the IFB, which have not been modified by this Agreement, shall remain in full force and effect.

17.14 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

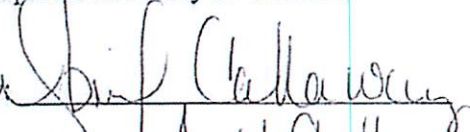
IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

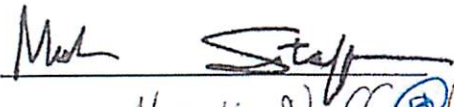
ATTEST:

DRC Emergency Services, LLC, a Foreign Limited Liability Company:

Corporate Secretary or Witness:

"Primary Contractor":

By: 

By: 

Print Name: April Callaway

Print Name: Mark Stafford


Date: 7/5/2011

Date: 7/5/2011

ATTEST:

City of North Miami, a Florida municipal corporation: "City"


By: 

By: 

Michael A. Etienne  
City Clerk

Russell Benford  
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:  7/8/11  
V. Lynn Whitfield  
City Attorney

**Disaster Debris Removal  
Price Schedule: DRC EMERGENCY SERVICES LLC**

**EXHIBIT A**

<b>Category</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost</b>
<b>Vegetative Collect &amp; Haul</b>	0-15 Miles Vegetative from Right of Way (ROW) to Debris Management Site (DMS)	CY	\$7.12
	16-30 Miles Vegetative from ROW to DMS	CY	\$7.32
	31-60 Miles Vegetative from ROW to DMS	CY	\$7.42
	61 + Miles Vegetative from ROW to DMS	CY	\$7.62
	Single price Vegetative collect and removal from ROW to DMS for any haul distance	CY	\$7.32
<b>Category</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost</b>
<b>Management &amp; Reduction</b>	Grinding / Chipping Vegetative Debris	CY	\$1.88
	Compacting Vegetative Debris	CY	\$0.75
	Preparation, management and segregating at Debris Management Site	CY	\$1.52
<b>Category</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost</b>
<b>C &amp; D Collect and Haul</b>	0-15 Miles C&D from Right of Way (ROW) to Debris Management Site (DMS)	CY	\$7.22
	16-30 Miles C&D from ROW to DMS	CY	\$7.42
	31-60 Miles C&D from ROW to DMS	CY	\$7.62
	61 + Miles C&D from ROW to DMS	CY	\$7.82
	Single price C&D collect and removal from ROW to DMS for any haul distance	CY	\$7.48
<b>Category</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost</b>
<b>Final Disposal</b>	0-15 Miles Processed Debris from Debris Management Site (DMS) to Final Disposal	CY	\$3.24

**Disaster Debris Removal  
Price Schedule: DRC EMERGENCY SERVICES LLC**

<b>Final Disposal</b>	16-30 Miles Processed Debris from DMS to Final Disposal		CY	\$3.44	
	31-60 Miles Processed Debris from DMS to Final Disposal		CY	\$3.82	
	61 + Miles Processed Debris from DMS to Final Disposal		CY	\$4.12	
	Single Price from DMS to Final Disposal		CY	\$3.68	
	Tipping Fee (Vegetative)		CY	\$2.00	
	Tipping Fee (Mix)		CY	\$5.00	
	Tipping Fee (C&D)		CY	\$10.00	
	<b>Category</b>	<b>Description</b>		<b>Unit</b>	<b>Unit Cost</b>
<b>Tree Operations</b>	Hazardous Tree Removal for 6 - 12 inch trunk diameter		Tree	\$10.00	
	Hazardous Tree Removal for 13-24 inch trunk diameter		Tree	\$50.00	
	Hazardous Tree Removal for 25-36 inch trunk diameter		Tree	\$165.00	
	Hazardous Tree Removal for 37-48 inch trunk diameter		Tree	\$320.00	
	Hazardous Tree Removal for 49 + inch trunk diameter		Tree	\$390.00	
	Hazardous Hanging Limb Removal >2"		Tree	\$56.00	
	Hazardous Stump Removal for 24-36 inch stump diameter		Stump	\$220.00	
	Hazardous Stump Removal for 37-48 inch stump diameter		Stump	\$320.00	
	Hazardous Stump Removal for 49 + inch stump diameter		Stump	\$420.00	
	Fill dirt for stump holes after removal		CY	\$7.50	
	<b>Category</b>	<b>Description</b>		<b>Unit</b>	<b>Unit Cost</b>
	<b>Specialty Removal</b>	Waterway Debris Removal		CY	\$54.00
Sand Collection & Screening			CY	\$14.50	
Vehicle Removal			Unit	\$425.00	
Vessel Removal (land)			LF	\$250.00	
Vessel Removal (marine)			LF	\$650.00	



**Disaster Debris Removal**

**Price Schedule: DRC EMERGENCY SERVICES LLC**

<b>Specialty Removal</b>	Carcass Removal (Debris that will decompose)	Pound	\$9.95
	ROW White Goods Removal	Unit	\$75.00
	Freon Management / Recycling	Unit	\$75.00
	Demolition of Private Structure	CY.	\$39.00
	Electronic Waste containing hazardous materials	Unit	\$25.00
	Putrescent Removal -- (Debris that will decompose or rot)	Pound	\$20.00
	Biowaste -- Removal of waste capable of causing infection to humans	Pound	\$25.00
	Household Hazardous Waste (HHW) removal and disposal	Pound	\$15.00
<b>Category</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost</b>
<b>Restoration</b>	Beach / Lake Restoration	CY	\$28.00
	Canal Shoreline Restoration	LF	\$9.95