



CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444

AGREEMENT FOR
SOLICITATION NO. 2018-001
FOR DISASTER AND DEBRIS MANAGEMENT SERVICES

CROWDERGULF JOINT VENTURE, INC.

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444, and CrowderGuld Joint Venture, Inc., a corporation (hereafter referred to as "Contractor"), whose address is 5435 Business Parkway Theodore, Alabama 36582

WHEREAS, the City desires to retain the services of the Contractor to provide goods and services in accordance with the City's Request for Proposals No.2018-001, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Proposals No. 2018-001 and the Contractor's response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's Request for Proposals, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach
100 NW 1st Street
Delray Beach, Florida 33444
Attn: City Manager
Email: lauzier@mydelraybeach.com
- ii. with a copy to: City of Delray Beach
200 NW 1st Street
Delray Beach, Florida 33444
Attn: City Attorney
Email: eservice@mydelraybeach.com

iii. As to the Contractor: CrowderGulf Joint Venture, Inc.
5435 Business Parkway
Theodore, Alabama 36582
Attn.: John Ramsay, President & CEO
Email: jramsay@crowdergulf.com

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

d. Termination. The City, at its sole discretion, reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Agreement. The City shall be liable only for reasonable costs incurred by Contractor prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."

e. Representation. The Contractor certifies that the price and rate represents the lowest price and rate for the products and services of any contract between the Contractor and any other governmental entity within the State of Florida.

f. Indemnity. The Contractor shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Agreement.

g. Assignment. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

h. Law and Venue. This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court.

i. Public Records. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS**

RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

Contractor shall comply with public records laws, specifically to:

- i. Keep and maintain public records required by the City to perform the service.
- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.
- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- v. If the Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

j. Inspector General. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

k. Fiscal Funding. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

l. Insurance. Contractor shall not commence any performance pursuant to the terms of this Solicitation until certification or proof of insurance has been received and approved by the Client. The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the Client shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the Client or by any of its representatives, which indicate less coverage than is

required, does not constitute a waiver of Contractor's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Client. Contractor must submit a current Certificate of Insurance, naming the Client as an additional insured and list as such on the insurance certificate. New certificates of insurance are to be provided to the Client upon expiration. Contractor shall provide insurance coverage as follows, and shall carry:

- a. Workers' Compensation Insurance – as required by law.
- b. Employer's Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 for each disease, and \$1,000,000 for aggregate disease
- c. Comprehensive General Liability Insurance – with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage which must include:
 - i. Premises and/or Operations on an occurrence basis.
 - ii. Independent contractors.
 - iii. Products and/or Completed Operations Liability on an occurrence basis.
 - iv. Explosion, Collapse, and Underground Coverages.
 - v. Broad Form Property Damage.
 - vi. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
 - vii. Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

m. Complete Agreement. This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

n. Advice of Counsel. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

o. Modification. No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

p. Attorney's Fees. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

ARTICLE 5. CONTRACT TERM

The Contract and Agreement shall be effective for five (5) years with the option to renew for an additional five (5) one year terms, at the City's sole discretion.

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

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

By: _____
Katerri Johnson, City Clerk

By: _____
Mark R. Lauzier, City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
City Attorney

[SEAL]

CONTRACTOR

By: John Ramsay

John Ramsay

Printed Name

President

Title

STATE OF Alabama
COUNTY OF Mobile

The foregoing instrument was acknowledged before me this 9th day of November, 2018, by John Ramsay, as President (name of officer or agent, title of officer or agent), of Crowder Gulf (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He is personally known to me or has produced _____ (type of identification) as identification.

Kerrie A. Noll

Notary Public – State of _____

KERRIE A. NOLL
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
September 14, 2022

Section A - Fee Schedule

Item #	Item / Description	Unit of Measure	Estimated Quantity	Price Per Unit of Measure	Extended Price
A1)	Vegetative Debris Removal Vegetative debris removal from public rights-of-way and hauling to final disposal site.	Cubic Yard	450,000	\$ 10.95	\$ 4,927,500.00
A2)	Mixed Debris Removal Mixed Debris Removal from designated work zone and hauling to final disposal site.	Cubic Yard	450,000	\$ 10.95	\$ 4,927,500.00
A3)	Haul-out of Reduced Vegetative Debris Hauling reduced Vegetative Debris to final disposal site.	Cubic Yard	450,000	\$ 4.80	\$ 2,160,000.00
A4)	Haul-out of Separated C&D Debris Hauling construction and demolition debris to final disposal site.	Cubic Yard	50,000	\$ 5.30	\$ 265,000.00
A5)	Haul-out of White Goods Removal of freon from white goods; hauling of White Goods to recycler	Each	300	\$ 98.00	\$ 29,400.00
A6)	Haul-out of E-Waste Recovery and recycling of eligible E-Waste, such as televisions, computers, computer monitors, microwaves, and other items specified by the City in writing (hauling of E-Waste to final disposal site.	Cubic Yard Each	50	\$ 60.00	\$ 3,000.00
A7)	Hazardous Stump Removal 25-36 Inches Diameter Removal of Hazardous Stumps in rights-of-way and hauling to final disposal site.	Each	100	\$ 260.00	\$ 26,000.00
A8)	Hazardous Stump Removal 37-48 Inches Diameter Removal of Hazardous Stumps in rights-of-way and hauling to final disposal site.	Each	50	\$ 390.00	\$ 19,500.00
A9)	Hazardous Stump Removal More Than 48 Inches Diameter Removal of Hazardous Stumps in rights-of-way and hauling to final disposal site.	Each	50	\$ 490.00	\$ 24,500.00

Section A - Fee Schedule

Item #	Item / Description	Unit of Measure	Estimated Quantity	Price Per Unit of Measure	Extended Price
A10)	Hazardous Stump Backfill Delivered and Placed Backfilled delivered in place	Cubic Yard	250	\$ 20.00	\$ 5,000.00
A11)	Removal of Partially Uprooted or Split Trees (Leaners) 24.99 Inches Diameter and Smaller Falling 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. Price includes excavating root ball and placing it in right-of-way and backfilling	Each	500	\$ 315.00	\$ 157,500.00
A12)	Removal of Partially Uprooted or Split Trees (Leaners) 25-36.99 Inches Diameter Falling 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. Price includes excavating root ball and placing it in right-of-way and backfilling	Each	500	\$ 425.00	\$ 212,500.00
A13)	Removal of Partially Uprooted or Split Trees (Leaners) >36.99 Inches Diameter Falling 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. Price includes excavating root ball and placing it in right-of-way and backfilling	Each	500	\$ 590.00	\$ 295,000.00
A14)	Removal of Partially Uprooted or Split Trees - Backfill Delivered and Placed Backfill delivered and placed	Cubic Yard	250	\$ 20.00	\$ 5,000.00
Item #	Item / Description	Unit of Measure	Estimated Quantity	Price Per Unit of Measure	Extended Price

Section A - Fee Schedule

A15)	Removal of Split Leaner No Exposed Root Ball, Tree Diameter 24.99 Inches or Less Price Includes	Each	500	\$	160.00	\$	80,000.00
	flush cutting the tree trunk						
A16)	Removal of Split Leaner No Exposed Root Ball, Tree Diameter 25-36.99 Inches Price Includes	Each	500	\$	290.00	\$	145,000.00
	flush cutting the tree trunk						
A17)	Removal of Split Leaner No Exposed Root Ball, Tree Diameter > 36.99 Inches Price Includes flush	Each	500	\$	360.00	\$	180,000.00
	cutting the tree trunk						
A18)	Removal of Dangerous Hanging Limbs, 2 Inches or More in Diameter, 1-5 Limbs 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	Each	500	\$	105.00	\$	52,500.00
	right-of-way for removal						
A19)	Removal of Dangerous Hanging Limbs, 2 Inches or More in Diameter, 5-10 Limbs 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	Each	500	\$	105.00	\$	52,500.00
	right-of-way for removal						
A20)	Removal of Dangerous Hanging Limbs, 2 Inches or More in Diameter, All Limbs 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	Each	500	\$	105.00	\$	52,500.00
	right-of-way for removal						

Item #	Item / Description	Unit of Measure	Estimated Quantity	Price Per Unit of Measure	Extended Price
A21)	Management and Haul-Out of Household Hazardous Waste Proper management, storage and disposal of household hazardous waste	Pound	1000	\$ 6.90	\$ 6,900.00

Section A - Fee Schedule

A22)	Dead Animal Removal Dead animal collection, transport and disposal	Pound	5000	\$	1.20	\$	6,000.00
A23)	Bagged Ice Delivered on pallets in trailer truck load quantities	Pound		\$	0.55	\$	1.95
A24)	Bottled Water Sixteen (16) ounce bottles delivered, in cases of twenty-four (24) bottles, on pallets in trailer truck load quantities.	Case		\$	3.29	\$	8.53
A26)	Debris Reduction	Cubic Yard	450,000	\$	2.80	\$	1,260,000.00
A27)	Debris Site Management	Cubic Yard	450,000	\$	1.55	\$	697,500.00
A28)	Hauling Debris	Cubic Yard	450,000	\$	9.10	\$	4,095,000.00

\$ 19,685,310.48

**Note (A3) - This price includes 0-30 for > 30 miles
please add \$0.18 per cubic yard per mileup to 120 miles**

**Note (A4) - This price includes 0-30 for > 30 miles
please add \$0.18 per cubic yard per mileup to 120 miles**

**Note (A28) - This rate includes hauling veg or C&D
debris from ROW to DMS**

Section B - Labor

Item #	Personnel / Description	Price Per Hour
B1)	Operations Manager w/ cell phone and pickup truck	\$ 70.00
B2)	Crew Foreman w/cell phone, truck & small tools	\$ 60.00
B3)	Tree Climber/Chainsaw and gear	\$ 122.00
B4)	Laborer w/ Chainsaw and gear	\$ 43.00
B5)	Laborer w/ small tools, control or flag person	\$ 38.00
B6)	Bonded and Certified Security Personnel	\$ 67.00

Section C - Equipment

Item #	Item / Description		Price Per Hour
C1)	Bobcat Loader, 60 Hp, w/grapple, w/Operator	\$	92.00
C2)	Bucket Truck w/Operator (list each lift height rate separately) 40' - 60'	\$	125.00
C3)	Crash Truck w/Impact Attenuator and driver	\$	75.00
C4)	Dozer, Tracked, D5 or similar w/Operator (Wt./Hp)	\$	120.00
C5)	Dozer, Tracked, D6 or similar w/Operator (Wt./Hp)	\$	140.00
C6)	Dozer, Tracked, D7 or similar w/Operator (Wt./Hp)	\$	165.00
C7)	Dozer, Tracked, D8 or similar w/Operator (Wt./Hp)	\$	200.00
C8)	Dump Truck, 18 CY-20 CY w/CDL Driver	\$	75.00
C9)	Dump Truck, 21 CY-30 CY w/CDL Driver	\$	88.00
C10)	Dump Truck, 31 CY-70 CY w/CDL Driver	\$	95.00
C11)	Dump Truck 70 CY-110 CY w/CDL Driver	\$	125.00
C12)	Generator/ Light Plant w/fuel and maintenance(Specify KW)	\$	40.00
C13)	Grader w/12' Blade and Operator (Wt./Hp)	\$	122.00
C14)	Hydraulic Excavator, 1.5 CY (Wt.&Hp) w/Operator	\$	132.00
C15)	Hydraulic Excavator, 2.5 CY (Wt.&Hp) w/Operator	\$	155.00
C16)	Knuckle boom Loader,10,000 lb. Capacity w/Operator	\$	150.00
C17)	Lowboy Trailer w/Tractor and Driver	\$	135.00
C18)	Mobile Crane (Adequate for hanging limbs/leaning trees) w/Operator (list Lift Capacity/ rate separately) 30 Ton or Larger	\$	175.00
C19)	Pickup Truck, .5 Ton	\$	40.00
C20)	Pickup Truck, 1.0 Ton	\$	55.00
C21)	Truck, Flatbed w/Driver (Model &Hp)	\$	75.00
C22)	Water Truck,3,000-5,000 gal w/CDL Driver (List tank capacity)	\$	85.00
C23)	Wheel Loader, 2.5 CY, 950 or similar (Wt.&Hp) w/Operator	\$	180.00
C24)	Wheel Loader, 3.5 – 4.0 CY, 966 or similar (Wt. & Hp) w/Operator	\$	200.00
C25)	Wheel Loader, 4.5 CY, 980 or similar (Wt.&Hp) w/Operator	\$	230.00
C26)	Wheel Loader-Backhoe, 1.0 – 1.5 CY (Wt.&Hp) w/Operator	\$	138.00