

Asplundh Tree

FPL's Vegetation - Storm Bid Form
Description: 2017 - 2019 Storm - Labor Rates

Contractor:
 Proposal Submitted by:
 Phone Number:
 Submission Date:
 Email Address:
 Experience Modification Rate (EMR):

Utility Code	Sending Utility or Home Contract Name	Sending Manager	FPL's LUN Code	Labor Code (Home Classification Code)	Labor Description	2017			2018			2019		
						ST \$ Rate	OT \$ Rate	DT \$ Rate	ST \$ Rate	OT \$ Rate	DT \$ Rate	ST \$ Rate	OT \$ Rate	DT \$ Rate
050	REGION 050 - FL (NON FP&L)	COLLINS, RONNIE (050)	101		GENERAL FOREMAN - REG 50	\$42.89	\$59.04	N/A	\$45.03	\$61.99	N/A	\$47.28	\$65.09	N/A
050	REGION 050 - FL (NON FP&L)	COLLINS, RONNIE (050)	102		FOREPERSON - REG 50	\$37.56	\$51.06	N/A	\$39.43	\$53.62	N/A	\$41.40	\$56.30	N/A
050	REGION 050 - FL (NON FP&L)	COLLINS, RONNIE (050)	103		TRIMMER A - REG 50	\$27.71	\$37.79	N/A	\$29.10	\$39.68	N/A	\$30.56	\$41.66	N/A
050	REGION 050 - FL (NON FP&L)	COLLINS, RONNIE (050)	104		TRIMMER B - REG 50	\$25.62	\$34.79	N/A	\$26.90	\$36.53	N/A	\$28.25	\$36.36	N/A
050	REGION 050 - FL (NON FP&L)	COLLINS, RONNIE (050)	105		TRIMMER C - REG 50	\$24.40	\$33.00	N/A	\$25.62	\$34.65	N/A	\$26.90	\$36.38	N/A
055	REGION 055 - FL (NON FP&L)	COLLINS, RONNIE (050)	113		REACTIVE COORDINATOR - REG 50	\$45.65	\$62.96	N/A	\$47.93	\$66.10	N/A	\$50.33	\$69.41	N/A
055	REGION 055 - FL (NON FP&L)	HALLOCK, RON (055)	101		GENERAL FOREMAN - REG 55	\$42.89	\$59.04	N/A	\$45.03	\$61.99	N/A	\$47.28	\$65.09	N/A
055	REGION 055 - FL (NON FP&L)	HALLOCK, RON (055)	102		FOREPERSON - REG 55	\$37.56	\$51.06	N/A	\$39.43	\$53.62	N/A	\$41.40	\$56.30	N/A
055	REGION 055 - FL (NON FP&L)	HALLOCK, RON (055)	103		TRIMMER A - REG 55	\$27.71	\$37.79	N/A	\$29.10	\$39.68	N/A	\$30.56	\$41.66	N/A
055	REGION 055 - FL (NON FP&L)	HALLOCK, RON (055)	104		TRIMMER B - REG 55	\$25.62	\$34.79	N/A	\$26.90	\$36.53	N/A	\$28.25	\$36.36	N/A
055	REGION 055 - FL (NON FP&L)	HALLOCK, RON (055)	105		TRIMMER C - REG 55	\$24.40	\$33.00	N/A	\$25.62	\$34.65	N/A	\$26.90	\$36.38	N/A
055	REGION 055 - FL (NON FP&L)	HALLOCK, RON (055)	113		REACTIVE COORDINATOR - REG 55	\$45.65	\$62.96	N/A	\$47.93	\$66.10	N/A	\$50.33	\$69.41	N/A

FPL's Vegetation - Storm Bid Form

Description: 2017 - 2019 Storm - Equipment Rates

Contractor: Asplundh Tree

Mob/Demob Mileage Rates:	
Lift Mileage	\$1.98
Car/Pick up Mileage	\$0.97
Mobile Command Center	\$3.00
Split Dump Mileage	1.61

Utility Code	Sending Utility or Home Contract Name	Sending Manager	Equip Code (Home Classification Code)	Equipment Description	\$ Rate/Hour (including fuel)
	All	All	201	TRUCK,14 YD,CHIPPER	\$12.03
			202	TRUCK,4X4, 15YRD, CHIP	\$16.48
			206	TRUCK,A LIFT,36 FLAT	\$21.09
			208	BIG FOOT 4X4 ALL TERRAIN LIFT TRUCK	\$26.71
			210	TRUCK,PICKUP	\$12.10
			211	TRUCK,PICKUP AWD	\$13.99
			215	12" DRUM CHIPPER	\$5.86
			216	12" DISC CHIPPER	\$7.23
			218	TRUCK,14 YD,DUMP,55FT	\$18.86
			223	TRACTOR,ROT MOW,4WD	\$36.15



STORM AND EMERGENCY SERVICES AGREEMENT

This is a contract between Florida Public Utilities ("Customer") and Wolf Tree, Inc. ("Wolf Tree") to perform the Scope of Services described below on the Terms and Conditions set forth on the reverse side of this Agreement.

SCOPE OF SERVICES

Wolf Tree will perform only the services described in writing below (the "Scope of Services"). Customer understands and agrees that Wolf Tree is not required to perform any services that are not expressly described herein. **However, if Wolf Tree performs any additional or different services, additional fees, costs, and charges will apply, and Customer agrees to pay such additional fees, costs, and charges.**

Services to be performed (check all that apply):

- Storm Restoration Vegetation Management Services
 Other

Description of Services: _____

Location of Work/Address ("Job Site"): 2528 Penn Ave Marianna fl 32446

By signing below, Customer agrees to the Scope of Services and the Terms and Conditions set forth on the reverse side of this Agreement. If Customer is a legal entity, the person signing below hereby represents that he or she has full authority to enter into this Agreement on behalf of Customer.

BY CUSTOMER:

Signature: Clint Brown
 Name (print): Clint Brown
 Title: Assistant Mgr
 Company: Florid Public Utilities
 Date: 10/12/2018

Digitally signed by Clint Brown
 DN: cn=Clint Brown, ou=Florida Public Utilities, ou=North East Electric, email=clbrown@fpuc.com, c=US
 Date: 2018.10.12 08:41:00 -0500

BY WOLF TREE:

Signature: _____
 Name (print): _____
 Title: _____
 Date: _____

TERMS AND CONDITIONS

1. **Exclusive Terms.** Customer and Wolf Tree agree that these Terms and Conditions are the exclusive terms and conditions of this Storm and Emergency Services Agreement (the "Agreement"). Any additional or different terms or conditions not contained herein are rejected by the parties, unless agreed to in a writing identified as an amendment to this Agreement and signed by both parties.

2. **Customer.** The term Customer shall include Customer's family members, employees, agents, representatives, contractors, and insurers. If Customer is a legal entity, the term Customer shall include Customer's parent, subsidiary, related, and affiliated entities and each of their respective officers, directors, members, owners, employees, agents, representatives, contractors, and insurers.

3. **Limited Scope of Services.** Wolf Tree agrees to perform only the services expressly described herein as the Scope of Services. Customer understands and agrees that Wolf Tree is not required to perform any services that are not expressly set forth herein as the Scope of Services. Notwithstanding the foregoing, if Wolf Tree performs any services in addition to or different from the Scope of Services, additional fees, costs, and charges will apply, and Customer agrees to pay such additional fees, costs, and charges.

4. **Customer's Payment Obligation.** Customer agrees to pay Wolf Tree's fee for services and to accept Wolf Tree's invoice as submitted. Customer's payment obligation is not conditioned on Customer's receipt of payment or approval from any insurer, government agency, or other third-party. Customer and Wolf Tree agree that Wolf Tree is not required to submit its invoice in compliance with any third-party's invoice or billing requirements. Nor is Wolf Tree required to submit to any Customer or third-party audit of its time cards, invoices, or other records.

5. **Hourly Rates.** Unless other rates are agreed to in a writing identified as an amendment to this Agreement and signed by both parties, Customer agrees to pay for Wolf Tree's services at the following hourly rates:

Personnel	ST Rate	OT Rate	DT Rate
Grounds Person	\$40.00	\$54.00	\$64.00
Tree Trimmer	\$48.50	\$65.50	\$77.60
Crew Foreman	\$56.80	\$76.70	\$90.90
Supervisor	\$74.00	\$99.90	\$118.40
On-Site Safety Coordinator	\$65.00	\$65.00	\$65.00
Mobile Mechanic	\$85.00	\$85.00	\$85.00
Equipment		Hourly Rate	
Aerial Lift Under 60' - 2WD	\$18.00		
Aerial Lift Under 60' - 4WD	\$23.25		
Aerial Lift Over 60'	\$28.00		
Manual Crew Truck	\$14.00	2	
Pickup Truck	\$10.00		
Disc Chipper	\$6.75		

The ST Rate shall apply for all hours worked under eight (8) hours per day, Monday through Friday. The OT Rate shall apply for all hours worked in excess of eight (8) hours per day and Saturdays. The DT Rate shall apply for all hours worked on Sundays or established holidays.

6. **Calculation of Hours and Minimum Charge.** Customer understands that Wolf Tree personnel may work at the Job Site for twelve (12) to sixteen (16) hours per day. Customer agrees to pay for all Wolf Tree personnel time at the Job Site. Customer agrees to pay a minimum charge of twelve (12) hours each day for each Wolf Tree employee at the Job Site.

7. **Travel Time.** Customer agrees to pay for all time incurred by Wolf Tree personnel, at the hourly rates set forth above, to travel to and from the Job Site, transport or dispose of waste from the Job Site, or acquire materials or supplies necessary to complete the Scope of Work at the Job Site. Customer understands that Wolf Tree personnel may travel from out of state to respond to an emergency or storm clean-up situation, and Customer agrees to pay for such out-of-state personnel, at the hourly rates set forth above, to travel from their home area to the Job Site and to return to their home area. Customer further agrees to pay the following rates per mile for the relocation of Wolf Tree equipment to the Job Site and return of Wolf Tree equipment to its place of origin at the following rates per mile:

Equipment	Rate Per Mile
Aerial Lift Under 60'	\$1.24
Aerial Lift Over 60'	\$1.29
Manual Crew Truck	\$0.96
Pickup Truck	\$0.77

8. **Costs.** Customer agrees to pay all costs necessary to complete the Scope of Work at the Job Site, including, but not limited to, all costs to acquire necessary equipment, materials, supplies, and services.

9. **Per Diem - Meals and Lodging.** Customer agrees to pay the following costs for meals and lodging for each employee per diem: \$8.00 for breakfast; \$11.00 for lunch; \$18.50 for dinner; and \$77.00 for hotel. Due to the nature of a storm situation, receipts will not be collected and therefore will not be provided. In the event Customer pays hotels or meals directly, the charges are not applied.

10. **Payment.** Wolf Tree will provide one or more invoices for the services provided to Customer, and Customer shall pay such invoice(s) in full within sixty (60) days of the invoice date. To the extent permitted by applicable law, any invoice not paid in full within sixty (60) days of the invoice date is subject to a late fee in the amount of 1.5% of the unpaid invoice amount per month until the invoice is paid in full. Customer understands and agrees that the late fee reasonably represents Wolf Tree's damage and loss resulting from late payments. In addition, Customer agrees to pay interest on any unpaid invoice amount at the maximum rate allowed by law. If Wolf Tree initiates litigation or other collection action against Customer to recover any amount, Customer agrees to pay all litigation or collection costs and expenses, including reasonable attorneys' fees and expert witness fees, incurred by Wolf Tree in connection with such litigation or collection action.

11. **Disclaimer of Warranties.** All work performed by Wolf Tree under this Agreement is without warranty. Wolf Tree disclaims all warranties of any kind, express or implied, including any warranty of merchantability or fitness for any particular purpose. Customer agrees that the services provided by Wolf Tree under this Agreement are as is, where is, and with all faults.

12. **Limitation of Liability.** Customer agrees that Wolf Tree shall not be liable to Customer for any special, indirect, incidental, or consequential losses, damages, or expenses of any kind, including, but not limited to, any business interruption losses or lost revenue, arising directly or indirectly out of, resulting from, relating to, or in connection with this Agreement, any services performed by Wolf Tree, any act or omission by Wolf Tree on or near the Job Site or while traveling to or engaged in other activity relating to the Job Site, or any other cause. Customer agrees that, to the extent permitted by law, Wolf Tree's total liability to Customer for any and all injuries, accidents, property damage, claims, losses, expenses, or other damages arising out of, resulting from, or in connection with this Agreement, any services performed by Wolf Tree, any act or omission by Wolf Tree on or near the Job Site or while traveling to or engaged in other activity relating to the Job Site, or any other cause shall not exceed the total amount actually paid to Wolf Tree by Customer.

13. **Release of Claims Relating to Job Site Conditions.** Customer hereby releases Wolf Tree from any and all claims of any kind, including claims for personal injury, death, and property damages, arising from or relating to any condition of the Job Site or any hazard on the Job Site that existed prior to the execution of this Agreement, whether known or unknown.

14. **Authority to Grant Access to Job Site.** Customer represents and warrants that Customer has full authority and the legal right to authorize and grant access, and does hereby authorize and grant access, to Wolf Tree to enter the Job Site, including all streets, sidewalks, and all surrounding property or areas necessary to gain access to or remove material from the Job Site. Customer understands and agrees that Wolf Tree has relied upon such representation and warranty to perform its services under this Agreement.

15. **Indemnification.** Customer shall indemnify and hold harmless Wolf Tree from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of, resulting from, or relating to any breach by Customer of this Agreement, the condition of the Job Site or any hazards on the Job Site prior to the execution of this Agreement, Customer's grant of access to the Job Site or surrounding areas, and/or any acts or omissions by Customer or any of its employees, agents, contractors, or representatives.

16. **Force Majeure.** Wolf Tree shall not be subject to any liability or damages for delay in performance or non-performance as a result of the storm conditions, fire, flood, ice, natural catastrophe, labor dispute, accident, riot, act of governmental authority, act of God, act of terrorism, or other contingencies and circumstances beyond Wolf Tree's control interfering with its performance under this Agreement.

17. **Assignment.** Customer may not assign any of its rights under this Agreement without the prior written consent of Wolf Tree. This Agreement does not confer upon any third party any right to claim damages against Wolf Tree.

18. **Severability.** If any term of this Agreement is held invalid, illegal, or unenforceable, such term shall be limited to the extent necessary to comply with applicable law and if such limitation is not possible, severed and inoperative, and the remainder of this Agreement shall remain operative and binding on the parties.

19. **Enforcement and Waiver.** Wolf Tree's failure to insist upon strict adherence to any provision of this Agreement on any occasion shall not be considered a waiver of Wolf Tree's right to insist upon strict adherence to such provision thereafter or to any other provision of this Agreement in any other instance.

20. **Governing Law.** The parties' rights and duties under this Agreement shall be governed by Ohio law, without regard to choice-of-law rules.

21. **Consent to Jurisdiction.** In the event of a dispute arising out of, resulting from, or in connection with this Agreement, the parties hereby consent to the jurisdiction of the courts of the state of Ohio and waive any objection based on improper venue, inconvenient forum, or lack of personal jurisdiction.

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THE DAVEY TREE EXPERT COMPANY

CORPORATE OFFICE, 1500 N. MANTUA ST., P.O. BOX 5193, KENT, OHIO 44240-5193
TEL. 330-673-9511



July 9, 2018

Chris Hebert
Clint Brown
Florida Public Utilities

Re: Vegetation Management for Northeast and Northwest Divisions

Dear Sirs:

The Davey Tree Expert Company appreciates the opportunity to submit the enclosed pricing for the above-referenced project.

The Davey Tree Expert Company is committed to providing highly qualified and properly trained tree trimming personnel to execute contracts such as this. Our on-the-job training and Safety Programs ensure that employees are kept up to date on ever-changing industry standards and procedures. These programs produce knowledgeable employees that perform to the highest standard while providing excellent customer service.

If you have any questions, please contact me at 800-445-8733 extension 8362. Thank you in advance for consideration.

Sincerely,

Kevin Bauer
Operations Manager – Utility Services

Encl.

cc: M. Mittiga
M. Hassell
K. Horn

BID TENDER FORM

In accordance with the Terms, Conditions, and Specifications attached, the undersigned proposes to perform all Tree Trimming and Vegetation Management Work for Florida Public Utilities Company.

NORTHEAST DIVISION – Fernandina Beach

Regular billing rate (hr.) Overtime billing rate (hr.)

Option 1.

1. Working Foreman	\$ 25.44	\$ 34.35
2. Laborer	\$ 21.98	\$ 29.67
3. Brush chipper	\$ 4.90	\$ 4.90
4. Two (2) Gas saws 70' Aerial lift w/tools & chip	\$ 1.30	\$ 1.30
5. box	\$ 19.69	\$ 19.69
TOTAL	\$ 73.31	\$ 89.81

Option 2.

1. Working Foreman	\$ 25.44	\$ 34.35
2. Laborer	\$ 21.98	\$ 29.67
3. Brush chipper	\$ 4.90	\$ 4.90
4. Two (2) Gas saws 70' Aerial lift w/tools & chip	\$ 1.30	\$ 1.30
5. box	\$ 19.69	\$ 19.69
TOTAL	\$ 73.31	\$ 89.81

Option 3.

1. Mower operator	\$ 25.44	\$ 34.35
2. Laborer	\$ 21.98	\$ 29.67
3. Tractor Truck	\$ 11.98	\$ 11.98
4. Tractor 4x4 w/Brown Tree Cutter or similar	\$ 23.80	\$ 23.80
TOTAL	\$ 83.20	\$ 99.80

NORTHWEST DIVISION - Marianna

Regular billing rate (hr.) Overtime billing rate (hr.)

Option 1.

1. Working Foreman	\$ 27.32	\$ 36.89
2. Laborer	\$ 21.98	\$ 29.67
3. Brush Chipper	\$ 4.90	\$ 4.90
4. Two (2) Gas Saws 70' Aerial Lift w/Tools & Chip	\$ 1.30	\$ 1.30
5. Box	\$ 19.69	\$ 19.69
TOTAL	\$ 75.19	\$ 92.45

1. Working Foreman	\$ 27.32	\$ 36.89
2. Operator	\$ 26.41	\$ 35.65
3. Laborer	\$ 21.98	\$ 29.67
4. Jaraffe Trimmer	\$ 47.25	\$ 47.25
5. Tractor Truck	\$ 11.98	\$ 11.98
6. Tractor with Brown Tree Cutter	\$ 23.80	\$ 23.80
6. Three (3) Gas Saws	\$ 1.95	\$ 1.95
TOTAL	\$ 160.69	\$ 187.19

1. Working Foreman	\$ 27.32	\$ 36.89
2. Laborer	\$ 21.98	\$ 29.67
3. Brush Chipper	\$ 4.90	\$ 4.90
4. Dump Truck	\$ 10.48	\$ 10.48
5. Two (2) Gas Saws	\$ 1.30	\$ 1.30
TOTAL	\$ 65.98	\$ 83.24

NORTHWEST DIVISION – Marianna (cont.)

	Regular billing rate (hr.)	Overtime billing rate (hr.)
<u>Option 2.</u>		
1. Working Foreman	\$ 27.32	\$ 36.89
2. Laborer	\$ 21.98	\$ 29.67
3. Brush Chipper	\$ 4.90	\$ 4.90
4. Two (2) Gas Saws 70' Aerial Lift w/Tools & Chip	\$ 1.30	\$ 1.30
5. Box	\$ 19.69	\$ 19.69
TOTAL	\$ 75.19	\$ 92.45
1. Working Foreman	\$ 27.32	\$ 36.89
2. Laborer	\$ 21.98	\$ 29.67
3. Brush Chipper	\$ 4.90	\$ 4.90
4. Dump Truck	\$ 10.48	\$ 10.48
5. Two (2) Gas Saws	\$ 1.30	\$ 1.30
TOTAL	\$ 65.98	\$ 83.24
<u>Option 3.</u>		
1. Working Forman	\$ 27.32	\$ 36.89
2. Laborer	\$ 21.98	\$ 29.67
3. Brush Chipper	\$ 4.90	\$ 4.90
4. Dump Truck	\$ 10.48	\$ 10.48
TOTAL	\$ 64.68	\$ 81.94

Regular billing rate: Shall be the rate for the first 40 hours in a week and shall include all costs such as wages paid, insurance, taxes, tool expense, supervision, overhead, fringe benefits, profit and any other associated labor costs.

Overtime billing rate: Shall be the rate for those hours in excess of a 40 hour work week that were approved by the FPUC supervisor in charge of line clearance work.

Storm damage: In case of storm damage the contractor can make available a minimum of eight (8) crews and optional equipment. Regular and overtime billing rates shall apply to storm crews.

YES _____ NO _____ IF NO, HOW MANY? _____

* See attached Storm Policy

Submitted by:

Bidder The Davey Tree Expert Company

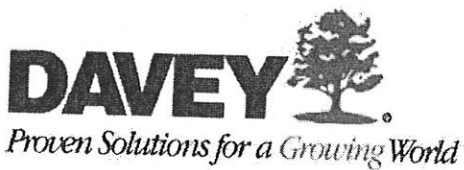
Address 1500 N. Mantua Street, Kent, Ohio 44240

By 

Title Executive Vice President

Phone 800-445-8733

Dated July 9, 2018



STORM AND EMERGENCY SERVICES AGREEMENT

This is a contract between Florida Public Utilities ("Customer") and The Davey Tree Expert Company ("Davey") to perform the Scope of Services described below on the Terms and Conditions set forth on the reverse side of this Agreement.

SCOPE OF SERVICES

Davey will perform only the services described in writing below (the "Scope of Services"). Customer understands and agrees that Davey is not required to perform any services that are not expressly described herein. **However, if Davey performs any additional or different services, additional fees, costs, and charges will apply, and Customer agrees to pay such additional fees, costs, and charges.**

Services to be performed (check all that apply):

- Storm Restoration Vegetation Management Services
- Other

Description of Services: _____

Location of Work/Address ("Job Site"): _____

By signing below, Customer agrees to the Scope of Services and the Terms and Conditions set forth on the reverse side of this Agreement. If Customer is a legal entity, the person signing below hereby represents that he or she has full authority to enter into this Agreement on behalf of Customer.

BY CUSTOMER:

Signature: Clint Brown
 Name (print): Clint Brown
 Title: Assistant Operations Mgr.
 Company: Florida Public Utilities
 Date: July 23, 2018

Digitally signed by Clint Brown
 DN: cn=Clint Brown, o=Florida Public Utilities, ou=North-East Electric,
 email=cbrown@fpuc.com, c=US
 Date: 2018.07.23 14:49:17 -0500

BY DAVEY:

Signature: [Handwritten Signature]
 Name (print): Michael J. Mittiga
 Title: Vice President
 Date: July 9, 2018

TERMS AND CONDITIONS

1. **Exclusive Terms.** Customer and Davey agree that these Terms and Conditions are the exclusive terms and conditions of this Storm and Emergency Services Agreement (the "Agreement"). Any additional or different terms or conditions not contained herein are rejected by the parties, unless agreed to in a writing identified as an amendment to this Agreement and signed by both parties.

2. **Customer.** The term Customer shall include Customer's family members, employees, agents, representatives, contractors, and insurers. If Customer is a legal entity, the term Customer shall include Customer's parent, subsidiary, related, and affiliated entities and each of their respective officers, directors, members, owners, employees, agents, representatives, contractors, and insurers.

3. **Limited Scope of Services.** Davey agrees to perform only the services expressly described herein as the Scope of Services. Customer understands and agrees that Davey is not required to perform any services that are not expressly set forth herein as the Scope of Services. Notwithstanding the foregoing, if Davey performs any services in addition to or different from the Scope of Services, additional fees, costs, and charges will apply, and Customer agrees to pay such additional fees, costs, and charges.

4. **Customer's Payment Obligation.** Customer agrees to pay Davey's fee for services and to accept Davey's invoice as submitted. Customer's payment obligation is not conditioned on Customer's receipt of payment or approval from any insurer, government agency, or other third-party. Customer and Davey agree that Davey is not required to submit its invoice in compliance with any third-party's invoice or billing requirements. Nor is Davey required to submit to any Customer or third-party audit of its time cards, invoices, or other records.

5. **Hourly Rates.** Unless other rates are agreed to in a writing identified as an amendment to this Agreement and signed by both parties, Customer agrees to pay for Davey's services at the following hourly rates:

Personnel	ST Rate	OT Rate	DT Rate
Grounds Person	\$40.00	\$54.00	\$64.00
Tree Trimmer	\$48.50	\$65.50	\$77.60
Crew Foreman	\$56.80	\$76.70	\$90.90
Supervisor	\$74.00	\$99.90	\$118.40
On-Site Safety Coordinator	\$65.00	\$65.00	\$65.00
Mobile Mechanic	\$85.00	\$85.00	\$85.00
Equipment	Hourly Rate		
Aerial Lift Under 60' - 2WD	\$18.00		
Aerial Lift Under 60' - 4WD	\$23.25		
Aerial Lift Over 60'	\$28.00		
Manual Crew Truck	\$14.00		
Pickup Truck	\$10.00		
Disc Chipper	\$6.75		

The ST Rate shall apply for all hours worked under eight (8) hours per day, Monday through Friday. The OT Rate shall apply for all hours worked in excess of eight (8) hours per day and Saturdays. The DT Rate shall apply for all hours worked on Sundays or established holidays.

6. **Calculation of Hours and Minimum Charge.** Customer understands that Davey personnel may work at the Job Site for twelve (12) to sixteen (16) hours per day. Customer agrees to pay for all Davey personnel time at the Job Site. Customer agrees to pay a minimum charge of twelve (12) hours each day for each Davey employee at the Job Site.

7. **Travel Time.** Customer agrees to pay for all time incurred by Davey personnel, at the hourly rates set forth above, to travel to and from the Job Site, transport or dispose of waste from the Job Site, or acquire materials or supplies necessary to complete the Scope of Work at the Job Site. Customer understands that Davey personnel may travel from out of state to respond to an emergency or storm clean-up situation, and Customer agrees to pay for such out-of-state personnel, at the hourly rates set forth above, to travel from their home area to the Job Site and to return to their home area. Customer further agrees to pay the following rates per mile for the relocation of Davey equipment to the Job Site and return of Davey equipment to its place of origin at the following rates per mile:

Equipment	Rate Per Mile
Aerial Lift Under 60'	\$1.24
Aerial Lift Over 60'	\$1.29
Manual Crew Truck	\$0.96
Pickup Truck	\$0.77

8. **Costs.** Customer agrees to pay all costs necessary to complete the Scope of Work at the Job Site, including, but not limited to, all costs to acquire necessary equipment, materials, supplies, and services.

9. **Per Diem - Meals and Lodging.** Customer agrees to pay the following costs for meals and lodging for each employee per diem: \$8.00 for breakfast; \$11.00 for lunch; \$18.50 for dinner; and \$77.00 for hotel. Due to the nature of a storm situation, receipts will not be collected and therefore will not be provided. In the event Customer pays hotels or meals directly, the charges are not applied.

10. **Payment.** Davey will provide one or more invoices for the services provided to Customer, and Customer shall pay such invoice(s) in full within sixty (60) days of the invoice date. To the extent permitted by applicable law, any invoice not paid in full within sixty (60) days of the invoice date is subject to a late fee in the amount of 1.5% of the unpaid invoice amount per month until the invoice is paid in full. Customer understands and agrees that the late fee reasonably represents Davey's damage and loss resulting from late payments. In addition, Customer agrees to pay interest on any unpaid invoice amount at the maximum rate allowed by law. If Davey initiates litigation or other collection action against Customer to recover any amount, Customer agrees to pay all litigation or collection costs and expenses, including reasonable attorneys' fees and expert witness fees, incurred by Davey in connection with such litigation or collection action.

11. **Disclaimer of Warranties.** All work performed by Davey under this Agreement is without warranty. Davey disclaims all warranties of any kind, express or implied, including any warranty of merchantability or fitness for any particular purpose. Customer agrees that the services provided by Davey under this Agreement are as is, where is, and with all faults.

12. **Limitation of Liability.** Customer agrees that Davey shall not be liable to Customer for any special, indirect, incidental, or consequential losses, damages, or expenses of any kind, including, but not limited to, any business interruption losses or lost revenue, arising directly or indirectly out of, resulting from, relating to, or in connection with this Agreement, any services performed by Davey, any act or omission by Davey on or near the Job Site or while traveling to or engaged in other activity relating to the Job Site, or any other cause. Customer agrees that, to the extent permitted by law, Davey's total liability to Customer for any and all injuries, accidents, property damage, claims, losses, expenses, or other damages arising out of, resulting from, or in connection with this Agreement, any services performed by Davey, any act or omission by Davey on or near the Job Site or while traveling to or engaged in other activity relating to the Job Site, or any other cause shall not exceed the total amount actually paid to Davey by Customer.

13. **Release of Claims Relating to Job Site Conditions.** Customer hereby releases Davey from any and all claims of any kind, including claims for personal injury, death, and property damages, arising from or relating to any condition of the Job Site or any hazard on the Job Site that existed prior to the execution of this Agreement, whether known or unknown.

14. **Authority to Grant Access to Job Site.** Customer represents and warrants that Customer has full authority and the legal right to authorize and grant access, and does hereby authorize and grant access, to Davey to enter the Job Site, including all streets, sidewalks, and all surrounding property or areas necessary to gain access to or remove material from the Job Site. Customer understands and agrees that Davey has relied upon such representation and warranty to perform its services under this Agreement.

15. **Indemnification.** Customer shall indemnify and hold harmless Davey from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of, resulting from, or relating to any breach by Customer of this Agreement, the condition of the Job Site or any hazards on the Job Site prior to the execution of this Agreement, Customer's grant of access to the Job Site or surrounding areas, and/or any acts or omissions by Customer or any of its employees, agents, contractors, or representatives.

16. **Force Majeure.** Davey shall not be subject to any liability or damages for delay in performance or non-performance as a result of the storm conditions, fire, flood, ice, natural catastrophe, labor dispute, accident, riot, act of governmental authority, act of God, act of terrorism, or other contingencies and circumstances beyond Davey's control interfering with its performance under this Agreement.

17. **Assignment.** Customer may not assign any of its rights under this Agreement without the prior written consent of Davey. This Agreement does not confer upon any third party any right to claim damages against Davey.

18. **Severability.** If any term of this Agreement is held invalid, illegal, or unenforceable, such term shall be limited to the extent necessary to comply with applicable law and if such limitation is not possible, severed and inoperative, and the remainder of this Agreement shall remain operative and binding on the parties.

19. **Enforcement and Waiver.** Davey's failure to insist upon strict adherence to any provision of this Agreement on any occasion shall not be considered a waiver of Davey's right to insist upon strict adherence to such provision thereafter or to any other provision of this Agreement in any other instance.

20. **Governing Law.** The parties' rights and duties under this Agreement shall be governed by Ohio law, without regard to choice-of-law rules.

21. **Consent to Jurisdiction.** In the event of a dispute arising out of, resulting from, or in connection with this Agreement, the parties hereby consent to the jurisdiction of the courts of the state of Ohio and waive any objection based on improper venue, inconvenient forum, or lack of personal jurisdiction.

TERMS AND CONDITIONS

1. **Exclusive Terms.** Customer and Davey agree that these Terms and Conditions are the exclusive terms and conditions of this Storm and Emergency Services Agreement (the "Agreement"). Any additional or different terms or conditions not contained herein are rejected by the parties, unless agreed to in a writing identified as an amendment to this Agreement and signed by both parties.

2. **Customer.** The term Customer shall include Customer's family members, employees, agents, representatives, contractors, and insurers. If Customer is a legal entity, the term Customer shall include Customer's parent, subsidiary, related, and affiliated entities and each of their respective officers, directors, members, owners, employees, agents, representatives, contractors, and insurers.

3. **Limited Scope of Services.** Davey agrees to perform only the services expressly described herein as the Scope of Services. Customer understands and agrees that Davey is not required to perform any services that are not expressly set forth herein as the Scope of Services. Notwithstanding the foregoing, if Davey performs any services in addition to or different from the Scope of Services, additional fees, costs, and charges will apply, and Customer agrees to pay such additional fees, costs, and charges.

4. **Customer's Payment Obligation.** Customer agrees to pay Davey's fee for services and to accept Davey's invoice as submitted. Customer's payment obligation is not conditioned on Customer's receipt of payment or approval from any insurer, government agency, or other third-party. Customer and Davey agree that Davey is not required to submit its invoice in compliance with any third-party's invoice or billing requirements. Nor is Davey required to submit to any Customer or third-party audit of its time cards, invoices, or other records.

5. **Hourly Rates.** Unless other rates are agreed to in a writing identified as an amendment to this Agreement and signed by both parties, Customer agrees to pay for Davey's services at the following hourly rates:

Personnel	ST Rate	OT Rate	DT Rate
Grounds Person	\$40.00	\$54.00	\$64.00
Tree Trimmer	\$48.50	\$65.50	\$77.60
Crew Foreman	\$56.80	\$76.70	\$90.90
Supervisor	\$74.00	\$99.90	\$118.40
On-Site Safety Coordinator	\$65.00	\$65.00	\$65.00
Mobile Mechanic	\$85.00	\$85.00	\$85.00
Equipment	Hourly Rate		
Aerial Lift Under 60' - 2WD	\$18.00		
Aerial Lift Under 60' - 4WD	\$23.25		
Aerial Lift Over 60'	\$28.00		
Manual Crew Truck	\$14.00		
Pickup Truck	\$10.00		
Disc Chipper	\$6.75		

The ST Rate shall apply for all hours worked under eight (8) hours per day, Monday through Friday. The OT Rate shall apply for all hours worked in excess of eight (8) hours per day and Saturdays. The DT Rate shall apply for all hours worked on Sundays or established holidays.

6. **Calculation of Hours and Minimum Charge.** Customer understands that Davey personnel may work at the Job Site for twelve (12) to sixteen (16) hours per day. Customer agrees to pay for all Davey personnel time at the Job Site. Customer agrees to pay a minimum charge of twelve (12) hours each day for each Davey employee at the Job Site.

7. **Travel Time.** Customer agrees to pay for all time incurred by Davey personnel, at the hourly rates set forth above, to travel to and from the Job Site, transport or dispose of waste from the Job Site, or acquire materials or supplies necessary to complete the Scope of Work at the Job Site. Customer understands that Davey personnel may travel from out of state to respond to an emergency or storm clean-up situation, and Customer agrees to pay for such out-of-state personnel, at the hourly rates set forth above, to travel from their home area to the Job Site and to return to their home area. Customer further agrees to pay the following rates per mile for the relocation of Davey equipment to the Job Site and return of Davey equipment to its place of origin at the following rates per mile:

Equipment	Rate Per Mile
Aerial Lift Under 60'	\$1.24
Aerial Lift Over 60'	\$1.29
Manual Crew Truck	\$0.96
Pickup Truck	\$0.77

8. **Costs.** Customer agrees to pay all costs necessary to complete the Scope of Work at the Job Site, including, but not limited to, all costs to acquire necessary equipment, materials, supplies, and services.

9. **Per Diem - Meals and Lodging.** Customer agrees to pay the following costs for meals and lodging for each employee per diem: \$8.00 for breakfast; \$11.00 for lunch; \$18.50 for dinner; and \$77.00 for hotel. Due to the nature of a storm situation, receipts will not be collected and therefore will not be provided. In the event Customer pays hotels or meals directly, the charges are not applied.

10. **Payment.** Davey will provide one or more invoices for the services provided to Customer, and Customer shall pay such invoice(s) in full within sixty (60) days of the invoice date. To the extent permitted by applicable law, any invoice not paid in full within sixty (60) days of the invoice date is subject to a late fee in the amount of 1.5% of the unpaid invoice amount per month until the invoice is paid in full. Customer understands and agrees that the late fee reasonably represents Davey's damage and loss resulting from late payments. In addition, Customer agrees to pay interest on any unpaid invoice amount at the maximum rate allowed by law. If Davey initiates litigation or other collection action against Customer to recover any amount, Customer agrees to pay all litigation or collection costs and expenses, including reasonable attorneys' fees and expert witness fees, incurred by Davey in connection with such litigation or collection action.

11. **Disclaimer of Warranties.** All work performed by Davey under this Agreement is without warranty. Davey disclaims all warranties of any kind, express or implied, including any warranty of merchantability or fitness for any particular purpose. Customer agrees that the services provided by Davey under this Agreement are as is, where is, and with all faults.

12. **Limitation of Liability.** Customer agrees that Davey shall not be liable to Customer for any special, indirect, incidental, or consequential losses, damages, or expenses of any kind, including, but not limited to, any business interruption losses or lost revenue, arising directly or indirectly out of, resulting from, relating to, or in connection with this Agreement, any services performed by Davey, any act or omission by Davey on or near the Job Site or while traveling to or engaged in other activity relating to the Job Site, or any other cause. Customer agrees that, to the extent permitted by law, Davey's total liability to Customer for any and all injuries, accidents, property damage, claims, losses, expenses, or other damages arising out of, resulting from, or in connection with this Agreement, any services performed by Davey, any act or omission by Davey on or near the Job Site or while traveling to or engaged in other activity relating to the Job Site, or any other cause shall not exceed the total amount actually paid to Davey by Customer.

13. **Release of Claims Relating to Job Site Conditions.** Customer hereby releases Davey from any and all claims of any kind, including claims for personal injury, death, and property damages, arising from or relating to any condition of the Job Site or any hazard on the Job Site that existed prior to the execution of this Agreement, whether known or unknown.

14. **Authority to Grant Access to Job Site.** Customer represents and warrants that Customer has full authority and the legal right to authorize and grant access, and does hereby authorize and grant access, to Davey to enter the Job Site, including all streets, sidewalks, and all surrounding property or areas necessary to gain access to or remove material from the Job Site. Customer understands and agrees that Davey has relied upon such representation and warranty to perform its services under this Agreement.

15. **Indemnification.** Customer shall indemnify and hold harmless Davey from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of, resulting from, or relating to any breach by Customer of this Agreement, the condition of the Job Site or any hazards on the Job Site prior to the execution of this Agreement, Customer's grant of access to the Job Site or surrounding areas, and/or any acts or omissions by Customer or any of its employees, agents, contractors, or representatives.

16. **Force Majeure.** Davey shall not be subject to any liability or damages for delay in performance or non-performance as a result of the storm conditions, fire, flood, ice, natural catastrophe, labor dispute, accident, riot, act of governmental authority, act of God, act of terrorism, or other contingencies and circumstances beyond Davey's control interfering with its performance under this Agreement.

17. **Assignment.** Customer may not assign any of its rights under this Agreement without the prior written consent of Davey. This Agreement does not confer upon any third party any right to claim damages against Davey.

18. **Severability.** If any term of this Agreement is held invalid, illegal, or unenforceable, such term shall be limited to the extent necessary to comply with applicable law and if such limitation is not possible, severed and inoperative, and the remainder of this Agreement shall remain operative and binding on the parties.

19. **Enforcement and Waiver.** Davey's failure to insist upon strict adherence to any provision of this Agreement on any occasion shall not be considered a waiver of Davey's right to insist upon strict adherence to such provision thereafter or to any other provision of this Agreement in any other instance.

20. **Governing Law.** The parties' rights and duties under this Agreement shall be governed by Ohio law, without regard to choice-of-law rules.

21. **Consent to Jurisdiction.** In the event of a dispute arising out of, resulting from, or in connection with this Agreement, the parties hereby consent to the jurisdiction of the courts of the state of Ohio and waive any objection based on improper venue, inconvenient forum, or lack of personal jurisdiction.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA INC.
200 PUBLIC SQUARE, SUITE 3760
CLEVELAND, OH 44114-1824
Attn: Cleveland.CertRequest@marsh.com

CONTACT NAME:
PHONE:
(A/C, No, Ext): FAX (A/C, No):
E-MAIL:
ADDRESS:

177710 UTILIE WILLIA

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Old Republic Insurance Company

24147

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
THE DAVEY TREE EXPERT COMPANY
1500 N. MANTUA STREET
KENT, OH 44240

COVERAGES

CERTIFICATE NUMBER:

CLE-005886641-12

REVISION NUMBER: 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		MWZY 310964	09/01/2017	09/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		MWTB 310963	09/01/2017	09/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below.	N/A	MWC 31096200 (AGS)	09/01/2017	09/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A	EXCESS WORKERS COMPENSATION		MWXS 310965 (CA, OH, PA, NC, WA) EXCESS OF \$5,000,000 SIR	09/01/2017	09/01/2018	WORKERS COMPENSATION STATUTORY EMPLOYERS LIABILITY \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS(ARE) INCLUDED AS ADDITIONAL INSURED(S) AS RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT AND ONLY AS RESPECTS OPERATIONS PERFORMED ON THEIR BEHALF BY THE NAMED INSURED. COVERAGE INCLUDES WAIVER OF SUBROGATION ON GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION COVERAGE.

CERTIFICATE HOLDER

CANCELLATION

FLORIDA PUBLIC UTILITIES
1641 WORTHINGTON RD STE 220
WEST PALM BEACH, FL 33409-6703

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Luann M. Glavac

AGENCY CUSTOMER ID: 08670

LOC #: Cleveland



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED THE DAVEY TREE EXPERT COMPANY 1500 N. MANTUA STREET KENT, OH 44240	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation does not apply in MN. Coverage is obtained from Workers Compensation Reinsurance Association (W.C.R.A.) as required by the state. Minnesota Employers Liability is covered by policy number MWC 31096200. The Excess Workers Compensation policy does not include The Care of Trees, Inc.; Wetland Studies and Solutions, Inc.; Arborguard, Inc. or Wolf Tree, Inc.

References

Withlacoochee River Electric

Contact: Sandy Brown
352-567-5133 ext. 6330
sbrown@wrec.net

Glades Electric

Contact: Mike McDuffie
863-946-6200
mmcduffie@gladesec.com

Tampa Electric

Contact: Gordon T. Griffeth
813-228-4198
gtgriffeth@tecoenergy.com

City of Lake Worth

Contact: Rhonda Moore-Bush
561-586-1693
rbush@lakeworth.org

Orlando Utilities

Contact: Jeff Mann
407-434-4144
jmann@ouc.com

Equipment Description	Manuf Serial No.
13 FORD F-750 ALTEC LR7-60/70 ELEVATOR @	3FRXF7FB6DV795084
13 ALTEC DC1317	5WDS41512DC200338
02 FORD F-650 11' ARBORTECH PC/LCD@	3FDNF65AX2MA23645
12 FORD F250 X-CAB @	1FT7X2B63CEB41949
13 FORD F-750 ALTEC LR7-60/70 ELEVATOR @	3FRXF7FB2DV795079
17 FREIGHTLINER M2 ALTEC LR7E60-70 @	3ALACXDT3HDJH6357
13 NEW HOLLAND TS6.120 @	NH01777M
13 BROWN TCF2620	F620C0416
10 JARRAFF 70' @	WH450J0726
06 WOODCHUCK 12A	1W9T510176S200130
10 ALTEC DC1317	5WDS41511AS200820
13 ALTEC DC1317	5WDS41516DC200276
13 ALTEC DC1317	5WDS41518DC200280

ABC Professional Tree Services, Inc.
2018 Off System Non Union Storm Rates


ABC

T&M Rate Classification	CODE	ST Rate	OT Rate	Double time	Notes / Pertains To All Job Classifications
Supervisor	STOSUP	\$ 93.23	\$ 139.85	\$ 186.46	1) Workweek is Sunday - Saturday
General Foreman	STOGF	\$ 86.27	\$ 129.41	\$ 172.54	2) All Hours Including Mobilization & Demobilization Days on Monday - Saturday will be billed as OT
Safety Supervisor	STOSAF	\$ 93.23	\$ 139.85	\$ 186.46	3) All Hours Including Mobilization & Demobilization Days on Sunday & Holidays will be billed as DT
Mechanic	STOMC	\$ 104.36	\$ 156.54	\$ 208.72	4) These rates prevail over any other emergency contract
Foreman	STOFO	\$ 76.53	\$ 114.80	\$ 153.06	
Crew Member other than Foreman	STOCM	\$ 68.18	\$ 102.27	\$ 136.36	5) If storm is extreme and there is no lodging available, any hours requiring
Perdiem per person 7 days a week	STOPD	\$ 172.50	\$ 258.75	\$ 345.00	sleep in a vehicle will be billable and paid to the employees

Lodging & Meals Applies to All Job Classifications	Code	Daily Rate Per Man Per Diem Per Man Per Day	Notes / Pertains To All Job Classifications
	STOPER	\$ 172.50	Perdiem Will be billed on all days including mobilization and demobilization days

Equipment Type	CODE	Rate	Notes / Pertains To All Equipment
55' Lift	STOTL-55	\$ 44.28	
60/70' Bucket	STOTL-75	\$ 63.25	
Tree chopper	STODRUM	\$ 18.98	
Disc chopper	STODISC	\$ 18.98	
Chain Saws	STOCS	\$ 3.45	
Split Dump	STOSD	\$ 34.50	
60' Truck	STOSF	\$ 28.75	
Skid up	STOSU	\$ 28.75	
Generator	STOJA	\$ 173.94	
Factor w/brown cutter	STOIR	\$ 143.75	
Log Loader	STOLO	\$ 224.25	
Skid Steer	STOSK	\$ 201.25	
Trailer	STOIR	\$ 23.66	
Support Truck	STOST	\$ 34.50	
100' Bucket Truck	STOTL-100	\$ 143.75	
Mobilization	Code		Notes / Pertains To All Mobilization & Demobilization Days (Time)
Mobilization on Equipment 1 ton or less (pickups, cars)	STOMI - Small	\$ 2.09	
Mobilization on Equipment more than 1 ton (Dumps&TrimLifts)	STOMI - Large	\$ 2.78	During Mobilization & Demobilization All Equipment hours will be billed along with the miles according to this schedule. A Google map will be pulled as the back up for the miles from city to city.

1. Payment Terms Net 20
2. Requesting utility company will be liable for overtime charges and not the home based utility
3. An interest of 18% will be charged on past due invoices from invoice date


 Date: 10/24/2018
 Utility: _____ Date: _____