


MEMORANDUM

TO: Mayor Strickland and City Council Members
FROM: Paul Johnson – Public Works Director 
DATE: July 22, 2008
SUBJECT: Hurricane Debris Removal Contractor Pool

JUL 15 2008

BY: RJR 3:00pm

PURPOSE

The purpose of this item is to obtain City Council approval and authorization of the City Manager to enter into agreements with Arbor Tree and Land Inc., Harty Tractor Service Inc., and AshBritt Environmental for removal/disposal of post hurricane debris.

BACKGROUND

The primary goal of our post-hurricane strategy is to return our community to normal as quickly and efficiently as possible. With this goal in mind, it is important to have the means to handle storm debris and its removal from City streets and rights-of-way. The Public Works Department will always be the first responder for the clearing of roadways so traffic flow can be restored as quickly as possible. The resulting clean-up and disposal of debris can be a daunting task and the assistance of outside contractors may be recommended. Having a pool of debris removal companies ready to respond is a key element of our overall debris management strategy. Should the City opt for contracting assistance, in order to receive reimbursements from FEMA for the expenses incurred, we must have agreements in place with the contractors.

Staff is again recommending three contractors for this pool. Arbor Tree and Land has an existing agreement with the City of Port St. Lucie, Florida. Orange City can “piggy-back” this agreement at the stated rates. Arbor Tree and Land was approved as a vendor by City Council for these services in 2006 and 2007. The second contractor is Harty Tractor Service Inc. Harty Tractor handled a majority of the debris clean-up and removal for Orange City after hurricanes Frances and Jeanne. Staff believes this local company did an outstanding job of responding to our needs and should also be considered for providing post-hurricane debris removal services. Lastly, AshBritt Environmental is a large firm that currently has agreements with the City of Orlando and Orange County and we “piggy-backed” these agreements for services during the 2007 hurricane season. We can extend the agreement with AshBritt at the same pricing as was approved in 2007.

RECOMMENDATION

That City Council authorize the City Manager to enter into agreements with Harty Tractor Service Inc., Arbor Tree and Land Inc, and extend the existing agreement with AshBritt Environmental for the purpose of post-hurricane debris removal and disposal.

**CONTRACT AGREEMENT
EMERGENCY DEBRIS COLLECTION & REMOVAL SERVICES**

Upon execution by both parties, this agreement shall serve as the Contract between the City of Orange City, ("owner") and Arbor Tree & Land, Inc. dba ATL Disaster Recovery ("contractor") for the services provided within the PIGGY-BACKED contract for the City of Port St Lucie, State of Florida. All terms, conditions, plans and specifications of the City of Port St Lucie contract dated September 1st, 2007 through August 31st, 2009, shall apply to this agreement and are hereby incorporated herein. Services are to be provided as a whole to the City of Orange City whereas the City may experience massive destruction wrought by the impact of a hurricane landfall, violent storms spawning tornadoes as well as other natural and/or manmade disasters. Contract changes shall be made in writing and agreed upon by both parties. Affixed hereto are the authorized signatures of both parties, in approval hereof.

City of Orange City
205 East Graves Avenue
Orange City, FL 32763

Arbor Tree Land, Inc. dba ATL Disaster Recovery
5796 Western Way
Lake Worth, FL 33463

BY: _____
John J. McCue, City Manager

BY: _____
William D. Hodges, President

ATTEST:

ATTEST:

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

**CITY OF PORT SAINT LUCIE
CONTRACT FORM**

This CONTRACT, executed this 14th day of September 2007, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and ARBOR TREE & LAND, INC. D/B/A ATL DISASTER RECOVERY – The Primary Contractor, PO Box 1387, Boynton Beach, Florida 33425 / 5796 Western Way, Lake Worth, Florida 33463, Telephone No. (561), 965-2198 Fax No. (561) 561-965-9777, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

CONTRACT SUPERVISOR

As used herein the Contract supervisor shall mean Larry Nadeau, Public Works Department, at (772) 871-5104, or his designee.

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20070060 Emergency Debris Collection & Removal Services, are hereby incorporated by this reference.

**SECTION II
TIME OF PERFORMANCE**

Contract period shall commence on September 1, 2007 and terminate twenty-four (24) months thereafter on August 31, 2009. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered.

**SECTION III
COMPENSATION**

The total amount to be paid by the City to the Contractor is on a unit price basis in accordance with "Schedule A" Fee Schedule, which is attached hereto and incorporated by reference as part of this Contract. Payments will be made within thirty (30) days of receipt of Contractor's invoice provided the Contract Supervisor approves invoice as provided in Section XI.

A 5% Retainage will be held on each pay application until the end of the project. The 5% Retainage will be released by the City to the Contractor within 30 days after the City's final acceptance of the project, including ticket reconciliation.

The Contractor shall not be paid additional compensation for any loss, or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the 10th of the month, and payments shall be made within thirty (30) days unless contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor as provided in Section XI.

No payment for projects involving improvements to real property shall be due until Contractor delivers to the City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed and complete releases of liens from all sub-contractors used.

All invoices and correspondence relative to this contract must contain the Purchase Order number and contract number.

SECTION IV CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and the Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION V INDEMNIFICATION/INSURANCE

The Contractor shall indemnify and hold harmless the City, and its Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional/Contractor and all persons employed or utilized by the Contractor in the performance of the Contract. As consideration for this indemnity provision the Contractor shall be paid the sum of \$10.00 (ten dollars), which will be added to the Contract price and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Chapter 440, Florida Statutes.

Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for any auto, owned, non-owned and hired automobiles. In the event the Contractor does not own any automobiles the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage

shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, and Contract #20070060. The Certificate of Insurance and policy shall unequivocally provide thirty- (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty - (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

Performance and Payment Bonds

The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Chapter 255.05, Law of Florida, in the amount of \$1,000,000.00. The City will execute the Contract, it is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized

Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in effect for the full term of the Contract including all renewal options.

The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation will be cause for the annulment of the award.

SECTION VI PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION VIII COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work done are to comply with all local, state and federal laws and regulations.

SECTION IX CLEANING UP

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

SECTION X NOTICE OF PERFORMANCE

When required materials have been delivered and required work performed Contractor shall submit a request for inspection in writing to the Contract Supervisor.

SECTION XI INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Contract Supervisor shall make

inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Contract Supervisor shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Contract Supervisor is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

SECTION XII ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall rule. If there is a conflict between the Contract and specifications, the Contract will rule.

SECTION XIII LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XIV SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

SECTION XV ASSIGNMENT

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XVI TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as modified as provided in this Contract or as extended pursuant to section XX of this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and

utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one thousand dollars (\$1,000.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) days notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

SECTION XVII LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XVIII REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

**SECTION XIX
APPROPRIATION APPROVAL**

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

**SECTION XX
RENEWAL OPTION**

In the event Contractor offers in writing, prior to the termination of this Contract, to provide the identical services required in this Contract for the identical period of time in the subsequent calendar period for a total charge that is acceptable, and the City agrees that said services are required, then the City, without additional bidding or negotiation, may, with the mutual agreement of the Contractor, extend this Contract for two (2) additional twenty-four (24) month periods.

NOTE: Contractor may exercise the option to renew by submitting a written submission three (3) months prior to the termination of the Contract period.

**SECTION XXI
ENTIRE CONTRACT**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: [Signature]
DONALD B. COOPER, City Manager

ATTEST:

By: [Signature]
KAREN A. PHILLIPS, City Clerk

By: [Signature]
Authorized Representative of Arbor Tree & Land, Inc. D/B/A ATL Disaster Recovery

State of: FLORIDA

County of: PALM BEACH

Before me personally appeared: [Signature]
(please print)

Please check one:

Personally known

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that [Signature] executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this 22 day of August, 2007.

[Signature]
Notary Signature

Notary Public-State of FLORIDA at Large.

My Commission Expires _____.



"SCHEDULE A"

Item No	Description	Unit of Measure	Unit Cost
DEBRIS REMOVAL (LOAD & HAUL)			
6.1	Removal of Vegetative Debris from assigned load site to TDSR including sorting, hauling, etc. Debris includes tree, limb and stump removal & disposal.		
a.	Mileage Radius: 0 - 15 miles	Cu. Yd.	\$10.65
b.	Mileage Radius: 16 - 30 miles	Cu. Yd.	\$12.65
c.	Mileage Radius: 31 - 60 miles	Cu. Yd.	\$14.65
	<u>Removal of All Qualified Debris</u> from assigned load site to the final disposal site. The removal shall include handling, loading and hauling excluding tipping fees.		
d.	Mileage Radius: 0 - 15 miles	Per Ton	\$42.60
e.	Mileage Radius: 16 - 30 miles	Per Ton	\$50.60
f.	Mileage Radius: 31 - 60 miles	Per Ton	\$58.60
6.2	Removal of Construction & Demolition Debris and White Metal Debris from assigned load site to TDSR or other approved disposal site including sorting, loading, hauling, etc.		
a.	Mileage Radius: 0 - 15 miles	Cu. Yd.	\$11.00
b.	Mileage Radius: 16 - 30 miles	Cu. Yd.	\$13.00
c.	Mileage Radius: 31 - 60 miles	Cu. Yd.	\$15.00
6.3	Removal of Hazardous Waste Debris from Curbside at assigned load site to TDSR including, sorting, hauling, etc.		
a.	Mileage Radius: 0 - 15 miles	Cu. Yd.	\$20.00
b.	Mileage Radius: 16 - 30 miles	Cu. Yd.	\$22.00
c.	Mileage Radius: 31 - 60 miles	Cu. Yd.	\$24.00
6.4	Removal of Silt & Sand Deposits from assigned load site to TDSR including sorting, loading, hauling, etc.		
a.	Mileage Radius: 0 - 15 miles	Cu. Yd.	\$20.00
b.	Mileage Radius: 16 - 30 miles	Cu. Yd.	\$22.00
c.	Mileage Radius: 31 - 60 miles	Cu. Yd.	\$24.00
6.5	Spoiled Food & Non-Hazardous Waste Removal and Disposal - The removal shall include sorting, hauling, loading, handling, staging and hauling to the final disposal site.	Ton	\$160.00
6.6	Hazardous Waste Debris Removal From Structures - Search safely accessible residential structures, including garages and detached outbuildings for hazardous waste debris for removal. At a minimum the removal shall include, sorting, handling, loading, staging and placing the debris on public ROW for removal and disposal by other pay items in the proposal.	Sq. Ft. of Floor Space	\$1.00

6.7 Private and Public Property Demolition and Debris Removal - The Contractor shall operate beyond the Public Right of Way (ROW) only as identified and directed by the City. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to public health and safety of the community and shall include, but is not limited to, the demolition of structures and the sorting, loading, and hauling of the debris to an approved TDSR site.

Cu. Yd. \$12.00

6.8 Removal of Unsafe Debris from Within Private or Public Structures - The Contractor shall operate within public or private structures only as identified and directed by the City. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to public health and safety of the community and shall include, but is not limited to, removing, sorting, loading, and placing the debris on public ROW for removal and disposal by other pay items in the proposal.

Sq. Ft. of Floor Space \$1.00

6.8a Site Development Proposal - Prepare a detailed proposal for the Site Development based on Contract unit prices at the time of disaster for selected site(s).

A separate Notice to Proceed will be issued for the Site Development

Optional Proposals:

6.9 River and Canal Shore Line Restoration

Provide Detailed Proposal

6.10 River and Canal Debris Removal

Provide Detailed Proposal

6.11 Sunken Vessel Removal

Provide Detailed Proposal

6.12 Storm Drain Vacuum Services - Manholes / Vaults / Structures

Each \$175.00

6.13 Storm Drain Vacuum Services - Grate cleaning manually (by hand)

Each \$100.00

6.14 Storm Drain Inspection Services - Manholes or Grates pulled but not cleaned

Each \$75.00

6.15 Storm drain vacuum services - Grate cleaning mechanically

Each \$100.00

TDSR SITE MANAGEMENT

7.1 Management, Processing, Reducing and Loading of all debris and/or residue at the TDSR sites: including: management, maintenance and operation of the TDSR sites; the receiving, sorting, segregation, processing and reduction debris, loading (as described in other sections of this contract and directed by the City)

Cu. Yd. \$4.50

7.2 Final haul out of processed and/or reduced debris from the TDSR site to an approved disposal site inclusive of all tipping fees.

- a. Mileage Radius: 0 - 15 miles
- b. Mileage Radius: 16 - 30 miles
- c. Mileage Radius: 31 - 60 miles
- d. Mileage Radius: 61 - 90 miles

Cu. Yd. \$5.00
 Cu. Yd. \$6.50
 Cu. Yd. \$7.50
 Cu. Yd. \$8.00

7.3 Final haul out of processed and/or reduced debris from the TDSR site to an approved disposal site inclusive of all tipping fees.

- a. Mileage Radius: 0 - 15 miles
- b. Mileage Radius: 16 - 30 miles
- c. Mileage Radius: 31 - 60 miles
- d. Mileage Radius: 61 - 90 miles

Per Ton \$15.50
 Per Ton \$19.50
 Per Ton \$22.50
 Per Ton \$24.00

7.4 Freon Recovery – The Contractor shall remove, recover and properly dispose of Freon from any White Metal Debris, such as refrigerators, freezers or air conditioners, at curbside or a TDSR site or final disposal site in accordance with all federal, state and local rules, regulations and laws. The Contractor shall load and haul all White Metal Debris to a TDSR site or final disposal site. The Contractor must have all required license and certifications to perform work.

Unit \$60.00

OTHER DISASTER RELATED SERVICES

8.0 Heavy Equipment with Size or Type

Skid Steer Loader / Bobcat or Equal	Hour	\$75.00
Backhoe / Cat 416 or Equal	Hour	\$100.00
Wheel Loaders / Cat 950 or Equal	Hour	\$130.00
Wheel Loaders / Cat 966 or Equal	Hour	\$140.00
Wheel Loaders / Cat 980 or Equal	Hour	\$180.00
Tracked Loader / Cat 955 or Equal	Hour	\$180.00
Towed Loader w/ Tractor / Prentice 210 or Equal	Hour	\$150.00
Self Loading Knuckle boom Truck / 25-35 CY Body or Equal	Hour	\$140.00
Self Loading Knuckle boom Truck / 35-45 Cy or Equal	Hour	\$160.00
Dozer / Cat D4 or Equal	Hour	\$80.00
Dozer / Cat D5 or Equal	Hour	\$120.00
Dozer / Cat D6 or Equal	Hour	\$150.00
Dozer / Cat D7 or Equal	Hour	\$160.00
Dozer / Cat D8 or Equal	Hour	\$170.00
Excavators / Cat 320 or Equal	Hour	\$130.00
Excavators / Cat 325 or Equal	Hour	\$140.00
Excavators / Cat 330 or Equal	Hour	\$160.00
Tractor w/ Box Blade / 80 Hp or Equal	Hour	\$70.00
Motor Grader / Cat 120G or Equal	Hour	\$100.00
Crane / 30 Ton or Equal	Hour	\$130.00
Bucket Truck / Up to 50ft. Reach or Equal	Hour	\$95.00
Bucket Truck / 50ft. To 75ft. or Equal	Hour	\$125.00
Trash Transfer Trailer w/ Tractor / 110 Yd. or Equal	Hour	\$125.00
Mechanized Broom / Street Sweeper	Hour	\$55.00
Water Truck / 2000 gal. or Equal	Hour	\$60.00
Stump Grinder / Vermeer 252 or Equal	Hour	\$200.00
Chipper w/2 man crew / Morbark Storm or Equal	Hour	\$200.00
12 foot Tub Grinder / Morbark 1200 or Equal	Hour	\$375.00
13 foot Tub Grinder / Morbark 1300 or Equal	Hour	\$425.00
14 foot Tub Grinder / Diamond Z 1463 or Equal	Hour	\$625.00
Equipment Transport / 50-ton Capacity or Equal	Hour	\$150.00
Truck Mounted Winch / Tow Truck or Equal	Hour	\$50.00
Haul Vehicles (operators included)		
Dump Truck / 10 to 15 CY	Hour	\$45.00
Dump Truck / 16 to 20 CY	Hour	\$63.00
Trailer Dump w/ Tractor / 30 to 40 CY	Hour	\$72.00
Trailer Dump w/ Tractor / 41 to 50 CY	Hour	\$90.00
Trailer Dump w/ Tractor / 51 to 60 CY	Hour	\$92.00
Trailer Dump w/ Tractor / 61 to 70 CY	Hour	\$110.00
Walking Floor Trailer w/ Tractor / 100 CY	Hour	\$130.00
Transportation Vehicles		
Pickup Truck / 1/2-ton	Day	\$200.00

Pickup Truck / 3/4-ton
 Pickup Truck / 1-ton
 Box Truck / 3/4-ton
 Utility Van / 3/4-ton
 Passenger Van / 9 Passenger
 Passenger Car / Full Size

Day \$225.00
 Day \$235.00
 Day \$235.00
 Day \$230.00
 Day \$230.00
 Day \$250.00

Personnel

Superintendent w/ Pickup Truck
 Supervisor w/ Pickup Truck
 Safety or QC Manager w/ Pickup Truck
 Mechanic w/ Truck and Tools
 Climber w/ Gear
 Operator w/ Chainsaw
 Laborer w/ Tools
 Traffic Control Personnel
 Ticket Writers
 Clerical
 Administrative Assistant

Hour \$55.00
 Hour \$60.00
 Hour \$60.00
 Hour \$150.00
 Hour \$100.00
 Hour \$50.00
 Hour \$40.00
 Hour \$40.00
 Hour \$45.00
 Hour \$35.00
 Hour \$45.00

Generators

25 kW or equal
 56 kW or equal
 100 kW or equal
 175 kW or equal
 320 kW or equal
 500 kW or equal
 800 kW or equal

Hour/Day \$270.00
 Hour/Day \$398.00
 Hour/Day \$500.00
 Hour/Day \$773.00
 Hour/Day \$1,100.00
 Hour/Day \$1,486.00
 Hour/Day \$2,578.00

Marine Resources

56' Shallow Draft Landing Craft w/ Crane or equal / Crew of 2
 33' Fast Barge w/ Winch or equal / Crew of 2
 14' Utility Boat w/ Motor or equal / Crew of 1
 Tank Diver w/ Gear / Individual
 Hardhat Diver w/ Gear / Individual
 Scuba Bottle Refill (air) / 80
 Air Pump w/ Multi Breathing Lines / Brownie Lung or Equal

Day \$5,000.00
 Day \$4,000.00
 Day \$400.00
 Hour \$125.00
 Hour \$225.00
 Each \$15.00
 Day \$350.00

Misc. Equipment & Services

Bagged Ice / 50
 Bagged Ice / 100
 Bottled Water / Palletized Truck Load
 Bulk Water / Tanker
 Water Tanker for Bulk Water / Tanker
 Temporary Satellite Communications / Portable Telephones
 Portable Toilets / Single
 Mobile Kitchen & Shower Unit / Single
 Beach Restoration
 Temporary Housing
 Light Tower w/ Generator
 Office Trailer / 40 ft.
 Storage Container / 40 ft.
 First Aid Station / OSHA Spec.
 Observation Tower / USACE Spec.
 Vacuum Truck

Lbs \$0.25
 Lbs \$0.20
 Gal \$3.00
 Gal \$1.00
 Day \$600.00
 Unit Cost + 20%
 Week Cost + 20%
 Each Cost + 20%
 Cu Yd \$30.00
 Each Cost + 20%
 Day Cost + 20%
 Day Cost + 20%
 Day Cost + 20%
 Day Cost + 20%
 Each \$1,000.00
 Hour \$250.00

Pump 6"	Day	\$400.00
6" Discharge Line	Foot/Day	\$10.00
Pump 12"	Day	\$2,000.00
12" Discharge Line	Foot/Day	\$25.00
Backfill Material	Cu Yd	\$15.00
Other Collections		
White Goods Collection & Stockpile	Cu Yd	\$18.00
Furniture, Mattresses, etc. collection, storage disposal	Cu Yd	\$18.00
Hazardous Waste, collection, storage, disposal	Cu Yd	\$22.00
Removal of debris from Sand on Beaches	Cu Yd	\$11.00

Arbor Tree Land, Inc. dba
ATL Disaster Recovery
Price List

Equipment	Per Hour
Arrow Board	\$ 25.00
ATV (All Terrain Vehicles)	\$ 25.00
Bandit Chipper 14 inch	\$ 85.00
Bucket Truck 60'	\$ 150.00
Bull Dozer D6 XL	\$ 190.00
Chainsaw Medium & Large	\$ 20.00
Clam Bucket for 50 ton Crane	\$ 45.00
Crane & Winch Hydraulic w/ Cable for 3 & 5 yd Loader	\$ 45.00
Crane 50 Ton w/ 90' Boom	\$ 225.00
DZ 1000 HP Tub Grinder	\$ 800.00
DZ 1000 HP Horizontal Tree Grinder	\$ 800.00
Dump Self Loader Grapple Truck Mack 50 Yds	\$ 175.00
Dump Truck Tandem 18-29 yds	\$ 60.00
Dump Truck Tandem 30-40 yds	\$ 90.00
Dump Truck Tandem 41-50 yds	\$ 130.00
Dump Truck Tandem 51-100 yds	\$ 160.00
Excavator (with safety shields) Backhoe 60,000	\$ 175.00
Excavator (with safety shields) w/ Hydraulic Grapple & Thumb	\$ 260.00
Excavator (with safety shields) with Sheer	\$ 495.00
Excavator (with safety shields) w/ Longstick 60,000	\$ 190.00
Excavator (with safety shields) PT 76	\$ 100.00
Frontend Loader (with safety shields) 1 yd Rubber Tire	\$ 85.00
Frontend Loader (with safety shields) 3 yd Rubber Tire	\$ 150.00
Frontend Loader (with safety shields) 4 yd Rubber Tire	\$ 185.00
Frontend Loader (with safety shields) 5 yd Rubber Tire	\$ 195.00
Frontend Loader (with safety shields) 6 yd Rubber Tire	\$ 225.00
Winch Boom for 5 yd Loader	\$ 55.00
1 yd Rake & Grapple	\$ 25.00
3yd Rake & Grapple	\$ 30.00
4 yd Rake & Grapple	\$ 33.00
5 yd Rake & Grapple	\$ 40.00
Generator 15 KW (per DAY)	\$ 500.00
Gradall Rubber Tire	\$ 160.00
Hydro Ax Stump Grinder Rubber Tire 210 HP	\$ 350.00
Tiger Cat feller buncher	\$ 275.00
Licensed Scuba Diver	\$ 155.00
Office Trailer 20' with air conditioner (PER DAY)	\$ 300.00
Lightboard Generator (Per DAY)	\$ 500.00
Low Boy Transport Trailer & Tractor 55 ton	\$ 165.00
Matts (each) (Per DAY)	\$ 150.00
Metal Cutting Torches	\$ 25.00
Mobile Barge Single 12' x 40/50'	\$ 250.00
Mobile Barge Double 24' x 40/50'	\$ 400.00
Self propelled barge 150 hp 12x30	\$ 275.00
300 HP Push Boat with tower	\$ 320.00
Push Boat 50 to 150 hp	\$ 125.00
Push Boat w/ Tower 150 hp	\$ 160.00

Arbor Tree Land, Inc. dba
ATL Disaster Recovery
Price List

Work Boats +/- 50 HP	\$	110.00	
Rigging Cable etc.	\$	15.00	
Sign Board	\$	50.00	
Sign & Cones	\$	5.00	
Tractor, Lowboy & Trailer	\$	150.00	
Tractor & Demo Dump Trailer +/- 50 yds	\$	145.00	
Tree Chipper Whole 18 inch 330 hp Knuckle Boom	\$	280.00	
Fuel & Service truck with operator	\$	100.00	
Crew leader with truck	\$	65.00	
Supervisor with truck	\$	75.00	
Superintendent with truck	\$	85.00	
Water Pump & Hose	\$	35.00	
LABOR RATE		PER HOUR	OVERTIME
Clerical	\$	45.00	\$ 55.00
Driver	\$	55.00	\$ 65.00
Equipment Operator	\$	55.00	\$ 65.00
Foreman	\$	55.00	\$ 65.00
Laborer	\$	40.00	\$ 50.00
Project Manager	\$	65.00	\$ 75.00
Security	\$	40.00	\$ 52.50
Flagman	\$	45.00	\$ 55.00



Building
386-775-5423

City Clerk
386-775-5403

City Manager
386-775-5408

Finance
386-775-5430

Fire
386-775-5460

Human Resources
386-775-5457

Parks & Recreation
386-775-5454

Planning
386-775-5415

Police
386-775-9999

Public Works
386-775-5447

Utilities
386-775-5444

July 22, 2008

John Noble, Chief Operating Officer
AshBritt Environmental
490 S. Andrews Ave., Suite 103
Pompano Beach, Florida 33069

Subject: Disaster Recovery Services Contract Extension

Dear Mr. Noble,

Orange City currently has an agreement with your company for disaster recovery services. Last year we "piggy-backed" off the Orange County, Florida contract for debris management services. That agreement is due to expire on July 31, 2007.

Orange City would like to extend that agreement for an additional year utilizing the same terms and conditions we currently enjoy as indicated in your letter of renewal to us.

This correspondence and my signature below will serve as authorizing the extension to our agreement as stated above.

Sincerely,

John J. McCue
City Manager
City of Orange City
205 East Graves Avenue
Orange City, FL 32763



June 10, 2008

Paul Johnson, Public Works Director
City of Orange City
205 East Graves Avenue
Orange City, Florida 32763

Re: Agreement Renewal for Debris Management Services

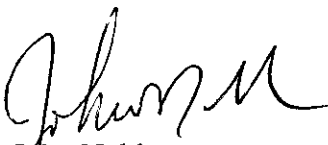
Mr. Johnson,

AshBritt, Inc. authorizes The City of Orange City, Florida to piggyback the Orange County, Florida Contract for Debris Management and Removal Services for an additional one year period.

AshBritt hereby agrees to provide such services under the same price (s), terms, and conditions as the Orange County, Florida contract that was competitively bid. All references in the contract between AshBritt, Inc., and Orange County, Florida shall be assumed to pertain to, and are binding upon AshBritt, Inc. and The City of Orange City, Florida.

Please contact me should you need anything further.

Regards,



John Noble
Chief Operating Officer

480 South Andrews Avenue Suite 103
Pompano Beach, FL 33069
Tel: 954 545-3535
Fax: 954 545-3585
www.ashbritt.com

HARTY

TRACTOR SERVICE, INC.

QB-0006534

Physical Address
924 E. Rhode Island Avenue
Orange City, Florida 32763

Phone: (386) 775-1005
Fax: (386) 775-3799

Mailing Address
P.O. Box 741674
Orange City, Florida 32774-1674

Paul Johnson, Public Works Director
City of Orange City
475 So. Volusia Avenue
Orange City, Florida 32720

July 14, 2008

Proposal – Disaster Recovery / Hurricane Clean-up

Dear Paul,

Per our conversation, the following conditions and prices are proposed for clean-up and disposal of vegetation in Orange City Public Right of Way's as a result of hurricanes or other natural disasters (hereinafter referred to as "hurricanes"):

Scope of Services:

- 1.) **Collection:** Harty Tractor Services, Inc. (HTS) proposes to provide road right-of-way (ROW) clean-up and yard debris collection services resulting from hurricanes for the City of Orange City. The services will, in general terms, include the following:
 - Relocate yard debris (trees, limbs, bushes), where practical, from the roadways, to a location beyond the edge of pavement, however, within road ROW. Road ROW will be approximated by "witness lines" such as fences, power poles, water meters, etc.
 - Remove bulk yard debris (trees, limbs, bushes) from the road ROW and load it into trucks/trailers for transport to the Deland HTS landfill. This will be accomplished utilizing various types of equipment, such as loaders, "bob-cats", clamshells, Trailers, Dump Trucks, etc. There are no provisions for preparation of debris, such as chainsaw work, etc.; all debris is typically to be in piles and sized to fit in a standard dump truck.
 - The intent is to remove the bulk of the debris with minimal damage to the ROW. It is expected, however, that there will be occasional damage (perceived or otherwise) to sidewalks, utilities such as water, sewer, cable, electric, and telephone and homeowner installed sprinklers, landscaping, sod, etc. Unless due to negligence on the part of HTS, the City of Orange City (City) will assume responsibility for the damage within road ROW.



2.) **Project Management:** HTS proposes to provide project management services for the clean-up of the City as follows:

- Provide, and/or contract to provide, resources to clean-up the streets as described above. All subcontractors to HTS will be required to carry Liability insurance and Workers Compensation.
- Provide a primary point of contact to the City Manager and City Public Works Director regarding resource allocation, project schedule, billing, updates, conflict resolution, etc.

3.) **Rates:** The following hourly and per cubic yard prices will apply:

Rate for Standard Clean-up (Collection):

- Loading / hauling; HTS and Sub-contractor equipment ...\$16.50 per CY

Landfill Fees (Disposal):

- HTS Environmental Deland Landfill..... \$5.50 per CY
- HTS Environmental Orange City Landfill..... \$6.50 per CY

Rates for Additional Miscellaneous Items (as needed and pre-approved by the City):

Materials:

- Fill-Dirt (18-20 CY)..... \$195.00 per load

Hourly Prices:

- Front End Loader, Dozer (4 hour min.)..... \$160.00 per hour
- Tractor w/ Boxblade..... \$ 105.00 per hour
- Track Skid Steer (Bobocat)..... \$115.00 per hour
- Excavator (10 hour min.)...(20 Metric Ton)..... \$205.00 per hour
- Dump Truck (18-20 CY) (Land Clearing Debris)..... \$ 95.00 per hour
- Dump Truck (35-40 CY) (Land Clearing Debris)..... \$105.00 per hour
- Laborer..... \$ 40.50 per hour

The cubic yards of debris collected and hauled to the landfill will be determined as follows: (Size of Container) Times (the Percent Full). The "Percent Full" will be determined by the City, HTS Environmental, and/or FEMA at the disposal site.

All invoices for collection are to be based on the volume written on the dump ticket with the date of disposal at the landfill.

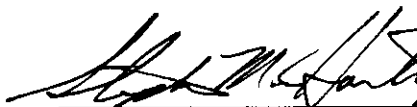
4.) **Conversion Ratio:** Where compaction trucks are used, a ratio of 5 cubic yards to one (1) truck cubic yard will be used.

5.) **Record Keeping, Billing, Payment:**

- The City Public Works Director will direct the collection effort. The location and time of all collection points will be verified and provided to the subject hauler, by the City, and utilized at the disposal site to gain access for disposal.
- The landfill will provide, in return, a dump ticket to the collector, establishing the date and time of disposal as well as the amount of cubic yards of debris that was collected and disposed of.
- HTS will maintain daily log sheets of the collection points which are to directly correspond to the landfill disposal tickets.
- The daily log sheets will be provided to the City on a weekly basis, accompanied by a copy of the disposal tickets and a corresponding invoice.
- HTS will bill the City weekly. The invoices will be provided to the City on Monday following each work week. Each work week is defined as Saturday through Friday. The payment to HTS will subsequently be made by the City within approximately 10 days after the invoices are delivered. The City is responsible for payment of approved invoices; regardless of FEMA reimbursement. Payment is to be made to:

Harty Tractor Service Inc.
P.O. Box 741674
Orange City, Florida 32774


Signature Date
John McCue
City of Orange City
City Manager

 7-15-08

Signature Date
Stephen M. Harty
Harty Tractor Service Inc.
Vice President, Business Development

Witness – Signature - Date

Witness – Print Name

 7/15/08

Witness – Signature - Date
Carolyn A Burleson

Witness – Print Name