



Meeting Date: 6/22/2010

Agenda Item # 4a

# CITY COUNCIL AGENDA ITEM

Contact Name: Paul Johnson Department Director: *Paul Johnson*  
 Department/Contact # 775-5447 City Manager: *[Signature]*

- Type of Item:
- |                          |                          |                                     |                     |
|--------------------------|--------------------------|-------------------------------------|---------------------|
| <input type="checkbox"/> | Public Hearing           | <input type="checkbox"/>            | Resolution          |
| <input type="checkbox"/> | Ordinance First Reading  | <input checked="" type="checkbox"/> | Discussion & Action |
| <input type="checkbox"/> | Ordinance Second Reading | <input checked="" type="checkbox"/> | Council Approval    |

**Subject:** Hurricane Debris Removal Contractor Pool

**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 necessary. 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 selected contractor(s) prior to a declared disaster.

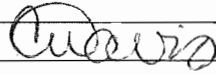
Staff is recommending three contractors for this pool. One is ATL Diversified Industries, which has an existing agreement with the City of Port St. Lucie, Florida and Orange City has “piggy-backed” that agreement over the last several years. We can extend that agreement with ATL with the same terms we had in 2009. The second contractor is Harty Tractor Service Inc. Staff believes this local company should 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” those agreements for services during the 2009 hurricane season. We can extend our agreement with AshBritt at the same pricing as in 2009.

**RECOMMENDATIONS:** That City Council authorize the City Manager to enter into an agreement with Harty Tractor Service Inc. and extend the existing agreements with Arbor Tree and Land, Inc and AshBritt Environmental for the purpose of post-disaster recovery services.

- ATTACHMENTS:**
- Contract Renewal Form (Port St. Lucie)
  - Mutual Benefit and Use Agreement (AshBritt Environmental)
  - Orange County Contract
  - Service Agreement (Harty Tractor Service)
  - Extension Letter (2)

**FINANCIAL IMPACT:** No funding is committed by these agreements. Funding would only become necessary in the event of a disaster at which time budget adjustments would be necessary to document expenses and reimbursements from FEMA or other agencies.

**Reviewed by City Attorney**  
**Reviewed by Finance Dept.**  
**Reviewed by:**

  
\_\_\_\_\_  
\_\_\_\_\_

|  |   |  |  |
|--|---|--|--|
| <b>1<sup>st</sup> Discussion Date:</b><br><b>6/22/2010</b> | <b>2<sup>nd</sup> Discussion Date:</b><br>Click here to enter a date. | <b>Third Discussion Date:</b><br>Click here to enter a date. | <b>Other Dates:</b><br>Click here to enter a date. |
|--|---|--|--|

# CONTRACT RENEWAL FORM

Date: June 18, 2009

Contract # 20070060

Contract Title: Emergency Debris Collection & Removal Services

Contractor's Name: Arbor Tree & Land, Inc. d/b/a ATL Disaster Recovery

Current Expiration: 08/31/2009

**Revised Expiration: 08/31/2011**

The above contract is hereby extended pursuant to Section XX until the date indicated above. All other terms and conditions of the original contract and/or Addenda are unchanged. This Contract Extension 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 Extension and that no charges, penalties or other costs shall be assessed.

As a result of the Contractor's acceptance to provide the "Renewal Option" as specified in the original contract, the following modifications to the original contract will become effective September 1, 2009.

1. The contract is extended to include the period September 1, 2009 through August 31, 2011.
2. Prices applicable to the above period remain unchanged.
3. The Contractor shall furnish an acceptable Payment & Performance Bond complying with statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of \$1,000,000.00. The Payment & Performance Bond shall remain in effect for the full term of the Contract.
4. All other terms and conditions of the original contract and/or Addenda apply

*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: Donald B Cooper  
City Manager, DONALD B. COOPER

ATTEST:

By: Karen A Phillips  
City Clerk, KAREN A. PHILLIPS

By: [Signature]  
Authorized Representative of Arbor Tree & Land, Inc. d/b/a ATL Disaster Recovery

State of: FLORIDA

County of: PAWM BEACH

Before me personally appeared: WILLIAM RODGES  
(please print)

Please check one:

Personally known X

Produced Identification: \_\_\_\_\_  
(type of identification)

Identification No. \_\_\_\_\_

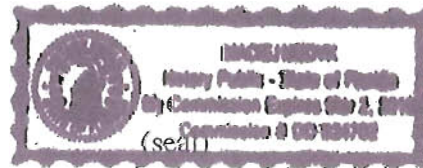
I known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that HE executed said instrument for the purposes therein expressed.  
(he/she)

WITNESS my hand and official seal, this 25 day of JUNE, 2009.

[Signature]  
Notary Signature

Notary Public-State of FLORIDA at Large

My Commission Expires DD 524 702





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

June 23, 2010

Maria V. Ticzon, Contract Manager  
ATL Diversified Industries DBA for Arbor Tree and Land Inc.  
P.O. Box 1387  
Boynton Beach, Florida 33425

Subject: Disaster Recovery Services Contract Extension

Dear Ms. Ticzon,

Orange City currently has an agreement with your company for disaster recovery services. Last year, we “piggy-backed” the City of Port St. Lucie contract with your company in order to acquire these services. That agreement has since been extended and is will expire on August 31, 2011.

Orange City would like to extend its agreement with ATL Diversified Industries for an additional year utilizing the same terms and conditions as the Port St. Lucie agreement.

This correspondence and my signature below will serve as authorizing the extension of our agreement through June 30, 2011 as stated above.

Sincerely,

Jamie Croteau  
City Manager  
City of Orange City  
205 East Graves Avenue  
Orange City, FL 32763

# MUTUAL BENEFIT AND USE AGREEMENT

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of **Orange City, FL** resulting from a future storm or manmade event; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economic recovery of **Orange City, FL** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, **Orange City, FL** has a community of interest to **Orange County, FL** with respect to the debris services that may be necessary to affect a recovery from an anticipated storm event; and

WHEREAS, **Orange County, FL** has selected through competitive process a firm proficient in providing debris services; and

WHEREAS, **Orange City, FL** has reviewed the solicitation, proposal, and evaluation related to the selection of the firm by **Orange County, FL** and endorses with the process and selection; and

WHEREAS, **Orange City, FL** has reviewed the contract for debris services between **Orange County, FL** and AshBritt Environmental and has found the Scope of Services, prices, terms and conditions as set out in this Contract to be reasonable, acceptable and of benefit to their citizens; and

THEREFORE, Having reached concurrence and acceptance of the procurement process and the contract stipulations the **Orange City, FL** agrees to enter and does hereby enter into a contract with AshBritt, and AshBritt agrees to enter and does hereby enter into a contract with **Orange City, FL** for debris services as set forth in that contract for debris services between **Orange County, FL** and AshBritt, Inc. entered into on the 23<sup>rd</sup> day of April 2007 and entitled "Orange County, Florida Pre-Storm Contract for Disaster Recovery Services" consisting of 17 pages without modification to the original terms, conditions or pricing. AshBritt has agreed to treat **Orange City, FL** as **Orange County, FL** in the above contract including all of its terms and conditions. **Orange City, FL** has agreed to reimburse AshBritt for services to **Orange City, FL** rendered by AshBritt as if it were **Orange County, FL** under the terms of the above contract. Having full authority the parties do hereby complete this agreement by signing below:

\_\_\_\_\_  
Jamie Croteau  
City Manager, Orange City, FL

\_\_\_\_\_  
Date (MM/DD/YY)

\_\_\_\_\_  
Contractor- John W. Noble  
AshBritt, Inc.

\_\_\_\_\_  
Date (MM/DD/YY)

\_\_\_\_\_  
Attest  
City Clerk

\_\_\_\_\_  
Date (MM/DD/YY)



Building  
386-775-5423

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386-775-5403

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386-775-5415

Police  
386-775-9999

Public Works  
386-775-5447

Utilities  
386-775-5444

June 23, 2010

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.

Orange City would like to extend that agreement for an additional year utilizing the same terms and conditions we currently enjoy as indicated in the Mutual Benefit and Use Agreement.

This correspondence and my signature on the Mutual Benefit and Use Agreement will serve as authorizing the extension to our agreement through June 30, 2011 as stated above.

Sincerely,

Jamie Croteau  
City Manager  
City of Orange City  
205 East Graves Avenue  
Orange City, FL 32763

# 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

June 10, 2010

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

Proposal – Disaster Recovery / Hurricane Clean-up

Dear Paul,

Per our conversation, the following Scope of Services 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 Service, 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 (Bobcat)..... \$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.

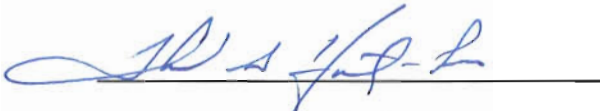
4.) **Conversion Ratio:** Where compaction trucks are used, a ratio of 5 cubic yards to one (1) truck cubic yard will be used.

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

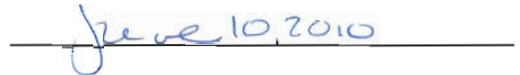
- The City Public Works Director will direct the collection effort. The location and time of all collection points will be verified and provided to the subject hauler, by the City, and utilized at the disposal site to gain access for disposal.
- The landfill will provide, in return, a dump ticket to 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



Thad S. Harty, President  
Harty Tractor Service Inc.



Date

Accepted by City of Orange City

\_\_\_\_\_  
Jaime Croteau, City Manager

\_\_\_\_\_  
Date