RESOLUTION NO. 17-10-91

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT FOR DEBRIS MANAGEMENT AND DISASTER RESPONSE SERVICES BETWEEN ASHBritt, INC. AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") advertised a Request for Proposals (RFP) for Debris Management and Disaster Response Services (RFP 17-05) from June 1, 2017 through July 7, 2017; and

WHEREAS, at its regular meeting on August 3, 2017, the Village Council passed and adopted Resolution No. 17-08-51, thereby approving the final rankings and recommendations of the RFP 17-05 Review Committee which recommended the highest-ranked proposer, Ashbritt, Inc. ("Ashbritt") for selection; and

WHEREAS, Resolution No. 17-08-51 authorized the Village Manager and the Village Attorney to negotiate the terms and conditions of a Continuing Services Agreement with Ashbritt, to be subsequently presented to the Village Council for its approval; and

WHEREAS, the Village Council subsequently adopted Resolution 17-09-76, thereby approving the Continuing Services Agreement with Ashbritt for debris management and disaster response services; and

WHEREAS, on or about September 9th, 2017, Hurricane Irma, a major category 4 hurricane, made landfall in Monroe County causing widespread damage in the Florida Keys and across the State of Florida; and
WHEREAS, Ashbritt began performing debris removal services throughout the Village since shortly after Irma made landfall in the Florida Keys; and

WHEREAS, Village staff has identified a need to clarify certain disposal fees that are not clearly delineated in the Agreement between the Village and Ashbritt; and

WHEREAS, the Village and Ashbritt have proposed that an Amendment to the Agreement (the “First Amendment”) as set forth as Exhibit “A” to this Resolution, is necessary to facilitate the Village’s requests for reimbursement to the Federal Emergency Management Agency (“FEMA”) for disaster-related expenses; and

WHEREAS, the Village Council finds that approval of the First Amendment to the Agreement for debris management and disaster response services (“First Amendment”) attached hereto is in the best interest of the Village and its residents.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Amendment. The Village Council hereby approves the First Amendment to the Agreement for Debris Management and Disaster Response Services, a copy of which is attached as Exhibit A, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.
Section 4. **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village’s Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 5. **Execution of Amendment.** The Village Manager is authorized to execute the Amendment on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 6. **Effective Date.** This Resolution shall become effective immediately upon its adoption.

Motion to adopt by Vice Mayor Chris Sante, second by Councilman Mike Forster.

FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Jim Mooney YES
Vice Mayor Chris Sante YES
Councilman Mike Forster YES
Councilwoman Deb Gillis YES
Councilwoman Cheryl Meads YES

PASSED AND ADOPTED this 26th day of October, 2017.

ATTEST:

JIM MOONEY, MAYOR

KELLY TOOTH, VILLAGE CLERK
APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS:

[Signature]

ROGET V. BRYAN, VILLAGE ATTORNEY
FIRST AMENDMENT TO AGREEMENT
FOR DEBRIS MANAGEMENT AND DISASTER RESPONSE SERVICES
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
ASHBRITT, INC.

THIS AGREEMENT is made between ASHBRITT, INC., a Florida Corporation, (the “Ashbritt”), and ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, a Florida municipal corporation (the “Village”).

WHEREAS, at its regular meeting on August 3, 2017, the Village Council passed and adopted Resolution No. 17-08-51, thereby approving the final rankings and recommendations of the RFP 17-05 Review Committee which recommended the highest-ranked proposer, Ashbritt, Inc. (“Ashbritt”) for selection; and

WHEREAS, following the adoption of Resolution No. 17-08-51 by the Village Council the Village Council subsequently adopted Resolution 17-09-76, thereby approving the Continuing Services Agreement with Ashbritt for debris management and disaster response services; and

WHEREAS, the Village and Ashbritt have identified a need to clarify certain disposal fees that are not clearly delineated in the Agreement; and

WHEREAS, the Village and Ashbritt have proposed that this Amendment to the Agreement (the “First Amendment”) is necessary to facilitate the Village’s requests for reimbursement to the Federal Emergency Management Agency (“FEMA”) for disaster-related expenses; and

WHEREAS, the parties desire to enter into this First Amendment to modify the term of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows.

Section 1. Amendment to Agreement. The Agreement is amended to read as follows:

***
ISLAMORADA, VILLAGE OF ISLANDS  
Debris Management and Removal Fee Schedule

*Rates applicable to initial debris clearance activities necessary to eliminate life and safety threats and to debris removal activities as a means to recovery.*

**Collection, Reduction and Disposal**

All costs of haul out and disposal as applicable include staff/operater compensation and equipment. Tipping fees and disposal costs shall be paid by the Contractor, and actual incurred costs shall be invoiced to the Village for reimbursement.

**Vegetative storm debris** -

- Picked up, hauled to and dumped at a Temporary Debris Management Site (TDMS) within the limits of the Village
  - Reduction
    - $7.50 / yd³

- Reduced debris final disposal at a landfill or other final disposal Site
  - **Distance to landfill**
    - 0 - 45 miles: $2.50 / yd³
    - 46 - 60 miles: $4.95 / yd³
    - 60 - 90 miles: $8.00 / yd³
    - > 90 miles: $15.00 / yd³

**Construction and demolition debris** -

- Picked up, hauled to and dumped at a Temporary Debris Management Site (TDMS) within the limits of the Village
  - $7.50 / yd³

- Hauled and dumped for final disposal at a landfill or other final disposal site.
  - **Distance to landfill**
    - 0 - 15 miles: $2.00 / yd³
    - 16 - 30 miles: $2.50 / yd³
    - 31 - 60 miles: $4.95 / yd³
    - 61 - 90 miles: $8.00 / yd³
    - > 91 miles: $15.00 / yd³

- Demolition of Structures
  - $2.50 / ft³

- Resulting structure demolition construction debris removal and disposal costs
  - $20.00 / yd³

**White Goods**

- Collection
  - $50.00 Each

- Disposal
  - $50.00 Each

- Freon Removal / Disposal
  - $45.00 Each

**Seaweed**

- Picked up, hauled to and dumped at a Temporary Debris Management Site (TDMS) within the limits of the Village
  - $15.00 / yd³

- Hauled and dumped for final disposal at a landfill or other final disposal site.
  - $15.00 / yd³

**Motor Vehicles Removal**

- From right-of-way, including towing, processing and disposal
  - $250.00 Each

**TDMS Site Management**

- $2.95 / yd³
# Hazardous Tree, Stump and Limb Removal

<table>
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<tr>
<th>Size</th>
<th>Price Per Tree</th>
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<tr>
<td>13&quot; to 24&quot;</td>
<td>$50.00 / Tree</td>
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<tr>
<td>25&quot; to 48&quot;</td>
<td>$150.00 / Tree</td>
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<tr>
<td>49&quot; to 72&quot;</td>
<td>$450.00 / Tree</td>
</tr>
<tr>
<td>&gt; 72&quot;</td>
<td>$450.00 / Tree</td>
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</table>

Stumps (measured at 24" above grade)

<table>
<thead>
<tr>
<th>Size</th>
<th>Price Per Stump</th>
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</thead>
<tbody>
<tr>
<td>24&quot; to 48&quot;</td>
<td>$150.00 / Stump</td>
</tr>
<tr>
<td>49&quot; to 72&quot;</td>
<td>$175.00 / Stump</td>
</tr>
<tr>
<td>&gt; 72&quot;</td>
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</tbody>
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<thead>
<tr>
<th>Size</th>
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<tbody>
<tr>
<td></td>
<td>$30.00 / Stump</td>
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</tbody>
</table>

# Vessel/Boat Removal

**Boat removal from land (up to 26' in length)**

(include costs for one mobilization per event and staff/operators)

- Cost for crane: $200.00 / hour
- Cost for transportation to final destination site (include staff/operators/equipment): $25.00 / mile

**Boat removal from land (over 26' in length)**

(include costs for one mobilization per event and staff/operators)

- Cost for crane: $200.00 / hour
- Cost for transportation to final destination site (include staff/operators/equipment): $30.00 / mile

**Boat removal from canals (up to 26' in length)**

(include costs for one mobilization per event and staff/operators)

- Cost for removal of fuel from vessel: $75.00 / hour
- Cost for certified divers if necessary: $240.00 / hour
- Cost for barge: $325.00 / hour
- Cost for crane: $300.00 / hour
- Cost for transportation to final destination site (include staff/operators/equipment): $25.00 / mile

**Boat removal from canals (over 26' in length)**

(include costs for one mobilization per event and staff/operators)

- Cost for removal of fuel from vessel: $75.00 / hour
- Cost for certified divers if necessary: $240.00 / hour
- Cost for barge: $325.00 / hour
- Cost for crane: $300.00 / hour
- Cost for transportation to final destination site (include staff/operators/equipment): $30.00 / mile

# Canal Debris Removal

Removal of vegetative debris from canals: $25.00 / yd²

Stump on bank of canal (cut)

(Stumps on the bank that have fallen into water causing hazard to navigation where cut 2' stump above grade will be considered vegetative debris): $25.00 / yd²
Stumps on bank of canal (not cut)
(Stumps on bank where root ball is on the right-of-way of canal)

<table>
<thead>
<tr>
<th>Diameter</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>24&quot; to 48&quot; diameter</td>
<td>$150.00 / Stump</td>
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<tr>
<td>49&quot; to 72&quot; diameter</td>
<td>$175.00 / Stump</td>
</tr>
<tr>
<td>&gt; 72&quot; diameter</td>
<td>$450.00 / Stump</td>
</tr>
</tbody>
</table>

Back fill material for stump hole on canal bank
$25.00 / Stump hole

Restoration of Canal banks and Slopes (includes fill and grading)
$25.00 / yd³

Motor Vehicle Removal from canal including towing, processing and Disposal
- Cost for removal of fuel from vessel $75.00 / hour
- Cost for certified divers if necessary $240.00 / hour
- Cost for barge $325.00 / hour
- Cost for crane $300.00 / hour
- Cost for transportation to final destination site (include staff/operators/equipment) $20.00 / mile

**Other Services**
Household Hazardous Waste/ Contaminated Debris management
$18.00 / lb

Putrescent Waste Disposal
$5.00 / lb

Deceased animal collection, transportation and disposal
$3.25 / lb

Soil, mud and sand removal
$0.75 / yd³

Sand collection (short haul)
$10.00 / yd³

Video Record of pre-and post-TDMS site
$0.00 (Cost included in TDMS site management)

Environmental testing limited to soil sampling, including travel
$0.00 (Cost included in TDMS site management)

Laboratory fees associated with soil sampling
$0.00 (Cost included in TDMS site management)

TDMS site grading
$0.00 (Cost included in TDMS site management)

Provide Topsoil for TDMS site restoration
$16.00 / yd³

Provide Gravel (3/4") for TDMS site restoration
$30.00 / yd³

Removing seaweed from beach (as authorized) to clean and grade beach
$25.00 / yd³

Any prices not changed in the chart above shall remain as stated in the original Agreement.
Section 2. No Further Modifications. All other terms and conditions of the existing Agreement not in conflict or superseded by this First Amendment shall remain in full force and effect as if set for the herein.

Section 3. Effective Date. This First Amendment shall be effective on the date first written above.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment upon the terms and conditions above stated on the day and year first above written.

Attest:  

Kelly Toro, Village Clerk  

By:  

Seth Lawless, Village Manager  

Date: 10/31/17

ISLAMORADA, VILLAGE OF ISLANDS

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS ONLY

ROGET V. BRYAN, VILLAGE ATTORNEY

ASHBRITT, INC.

By:  

Brittany Perkins
Randy Perkins, President eeo

Date: 11/3/17