

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Manny Diez/797-1240

PREPARED BY: Herb Hyman/797-1016

SUBJECT: Resolution

AFFECTED DISTRICT: All

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING AN EXTENSION TO THE CONTRACT BETWEEN THE TOWN AND ASHBRIIT ENVIRONMENTAL SERVICES, INC. FOR DISASTER RECOVERY DEBRIS REMOVAL SERVICES.

REPORT IN BRIEF: The Town Council awarded a contract to Ashbriit Environmental Services, Inc. for disaster recovery debris removal services by Resolution R-2005-223. The initial contract period was two (2) years with options to extend the contract for two (2) additional two (2) year periods. The current contract period is scheduled to expire on August 17, 2007. This is the first of the two year renewal options. The Town and the vendor would like to extend the contract for a period of twenty-eight (28) months so that the expiration date of the contract is at the end of hurricane season. If approved, the extension would cover the period of August 18, 2007 through January 14, 2010. Additionally, section 14.3 will be stricken from the contract in its entirety.

PREVIOUS ACTIONS: R-2005-223. This item was tabled at the July 19, 2007 Council meeting and placed on the August 1, 2007 meeting.

CONCURRENCES: The Public Works/Capital Projects Manager concurs with the contract extension.

FISCAL IMPACT: Yes

Has request been budgeted? No

Account Name: Public Works-Trash Removal Account

Additional Comments: Expenditures subject to FEMA reimbursement.

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s): Letter from vendor dated June 26, 2007, Memo from Public Works dated June 29, 2007 Contract Document, and Vendor Incorporation information

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING AN EXTENSION TO THE CONTRACT BETWEEN THE TOWN AND ASHBRIIT ENVIRONMENTAL SERVICES, INC. FOR DISASTER RECOVERY DEBRIS REMOVAL SERVICES.

WHEREAS, the Town awarded a contract for disaster recovery debris removal services to Ashbriit Environmental Services, Inc. by Resolution R-2005-223; and

WHEREAS, the contract is scheduled to expire on August 17, 2007; and

WHEREAS, the terms and conditions of the contract allow for a two year extension by mutual agreement of the parties; and

WHEREAS, section 14.3 is stricken from the contract in its entirety; and

WHEREAS, the Town and the contractor desire to extend the contract for an additional twenty-eight (28) months so that the contract period extends through the entire hurricane season.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council approves the twenty-eight (28) month extension of the contract with Ashbriit Environmental Services, Inc. for disaster recovery debris removal services covering the period of August 18, 2007 through January 14, 2010.

SECTION 2. The Town Council approves the deletion of section 14.3 form the contract in its entirety.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2007

—

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007

**PUBLIC WORKS
MEMORANDUM**

To: Herb Hyman, Procurement Manager
From: Dan Oyler, Assistant Public Works Manager 
Through: Manny Diez, Public Works / Capital Projects Manager
Date: June 29, 2007
Re: Contract Extension for Ashbritt Environmental. Debris Removal Services.

The Public Works Department wishes to extend the existing contract with Ashbritt Environmental for Debris Removal Services for a period of (2) two years and (4) four months. There will be no cost increase associated with this extension.

Attached please find the letter of extension from Ashbritt.



June 26, 2007

Town of Davie, Public Works
Daniel J. Oylar
6901 Orange Dr
Davie, FL 33314

Re: Contract Renewal for Debris Management Services

Dan,

Thank you for continuing to use AshBritt as your debris contractor.

Please contact me should you need anything further.

Regards,


Randi Miner
Marketing Coordinator

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



June 28, 2007

Town of Davie, Public Works
Daniel J. Oyler
6901 Orange Drive,
Davie, FL 33314

Re: Contract Renewal, Town of Davie agreement for Disaster Recovery Services

Dear Mr. Oyler

AshBritt agrees to renew our Disaster Recovery Services contract with the Town of Davie for an additional twenty eight (28) months; August 17, 2007 through January 14, 2010.

Please accept this letter as confirmation that Ashbritt will renew and abide by all terms, conditions, and prices of this agreement; noting that this extension does not require a cost increase.

Please do not hesitate to contact me if I can assist you further.

Sincerely,

A handwritten signature in black ink, appearing to read 'Terry Jackson', written over a horizontal line.

Terry Jackson
Chief Marketing Officer

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

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN TOWN OF DAVIE AND ASHBRIIT, INC.**

THIS AGREEMENT made and entered into this _____ day of _____, 2005, by and between the Town of Davie, a municipal corporation of the State of Florida, hereinafter referred to as TOWN, and _____ hereinafter referred to as CONTRACTOR:

WHEREAS, the TOWN intends to enter into a non-exclusive agreement for the provision of professional services by the CONTRACTOR to the TOWN; and

WHEREAS, the TOWN requires certain professional services in connection with Ashbriit, Inc.; and, WHEREAS, the CONTRACTOR represents that it is capable and prepared to provide such Services:

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The term of this Agreement shall commence on the effective date of the resolution approving this agreement for a two year term, with an option to renew for two, two year renewals. The TOWN may exercise such advance written notice of its intention to renew prior to the expiration of the then current term.

ARTICLE 2 - SERVICE TO BE PERFORMED BY CONTRACTOR

The CONTRACTOR shall perform the services as specifically stated in the Scope of Work attached as Exhibit A and as may be specifically designated and additionally authorized by the TOWN. Such additional authorizations will be in the form of a Work Order. Each Work Order will set forth a specific Scope of Services, amount of compensation and completion date and shall be approved by resolution of the TOWN Council.

ARTICLE 3 - COMPENSATION

The TOWN shall pay CONTRACTOR in accordance with Attachment B, Fee Schedule, which is attached hereto and incorporated by reference as part of this Agreement.

ARTICLE 4 - STANDARD OF CARE

CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional engineering CONTRACTOR, under similar circumstances and CONTRACTOR shall, at no additional cost to the TOWN, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 5 - INDEMNIFICATION

Contractor shall indemnify and hold harmless the Town of Davie, its officers, and 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 intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this agreement. Except as specifically provided herein, this agreement shall not require the Contractor to indemnify the Town of Davie, its officers, and employees from any liability, damage, loss, claim, action, or proceeding.

Any costs and expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the Town of Davie to enforce this Indemnification Clause shall be borne by the Contractor. This Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration,

lapse or suspension of this agreement. No provision within the Agreement shall be construed as a waiver of the Town's sovereign immunity nor grant any rights to third parties.

ARTICLE 6 - INDEPENDENT CONTRACTOR

CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. The TOWN shall have no right to supervise the methods used, but the TOWN shall have the right to observe such performance. CONTRACTOR shall work closely with the TOWN in performing Services under this Agreement. The CONTRACTOR shall not receive any TOWN benefits, stipend or privileges afforded by TOWN employees.

ARTICLE 7 - COMPLIANCE WITH LAWS

In performance of the Services, CONTRACTOR will comply with applicable regulatory and other applicable requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 8 - INSURANCE

During the performance of the Services under this Agreement, CONTRACTOR shall maintain the following insurance policies, and provide originals or certified copies of all policies, and such coverages shall be written by an insurance company authorized to do business in Florida.

WORKER'S COMPENSATION

The Contractor shall procure and maintain, for the life of this Contract/Agreement, Worker's Compensation Insurance covering all its employees with limits meeting all applicable state and federal laws. This coverage shall include Employers' Liability with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage shall extend to any agent of Contractor that does not have their own Workers' Compensation and Employer's Liability Insurance. Thirty (30) days notice of cancellation, lapse or material modification is required and must be provided to the Town of Davie via Certified Mail.

COMMERCIAL GENERAL LIABILITY

The Contractor shall procure and maintain, for the life of this Contract/Agreement, Commercial General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

The Minimum Limits of Coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability with a \$10,000 deductible.

The Town of Davie must be named as an additional insured. The additional insured requirement is waived if Owners and Contractors' Protective Coverage is also provided, or required. Thirty (30) days written notice must be provided to the Town of Davie via Certified Mail in the event of cancellation.

BUSINESS AUTOMOBILE LIABILITY

The Contractor shall procure and maintain, for the life of the Contract/Agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be \$500,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" type policy. In the event that the Contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the Contractor indicating the following:

_____ does not own any vehicles.

"Name of Contractor"

In the event we acquire any vehicles throughout the term of his Contract/Agreement,

_____ agrees to purchase "Any Auto" or

"Name of Contractor"

Comprehensive Form coverage as of the date of acquisition.

3.2.1.1 Contractor's Signature:

Thirty (30) days written notice must be provided to the Town of Davie via Certified Mail in the event of cancellation, lapse or material modification of any coverage required by this agreement.

SUPPLEMENTAL PROVISIONS

1. The insurance coverage and conditions afforded by this policy(s) shall not be suspended, voided, canceled or modified, except after thirty (30) days prior written notice by Certified Mail, Return Receipt Requested, has been given to the Town of Davie's department that originated this contract.
2. Certificates of Insurance meeting the specific required provision specified within this Contract/Agreement shall be forwarded to the Town of Davie Department that originated the contract, and approved prior to the start of any work or the possession of any TOWN property or the commencement of services, as application.
3. Contractor shall obtain a performance and payment bond in the amount of \$1,000,000 and shall be maintained at the time "Notice to Proceed" document is enacted by the Town.

SUBCONTRACTOR'S INSURANCE

The Contractor shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverage's required of the successful Contractor. Each subcontractor shall furnish to the successful Contractor two copies of the Certificate of Insurance, and successful Contractor shall furnish one copy of the Certificate to the Town of Davie.

ARTICLE 9 - TOWN'S RESPONSIBILITIES

The TOWN shall be responsible for all providing reasonably required access to all project sites, and providing information on hand including any outstanding issues or correspondence, and other data that are available in the files of the TOWN.

ARTICLE 10 - TERMINATION OF AGREEMENT

The obligation to continue services under this Agreement may be terminated for cause by either party upon seven (7) days written notice of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

TOWN shall have the right to terminate this Agreement or suspend performance thereof without cause for the Town's convenience upon fourteen (14) days written notice to Contractor, and Contractor shall terminate or suspend performance of services on a schedule acceptable to TOWN or at the end of this fourteen (14) day period, at the option of the Town. In the event of termination or suspension for Town's convenience, TOWN shall pay Contractor for all services performed through the date of notice of termination or suspension.

ARTICLE 11 - NONDISCLOSURE OF PROPRIETARY INFORMATION

CONTRACTOR shall consider all information provided by TOWN and all reports, studies, calculations, and other documentation resulting from the CONTRACTOR's performance of the Services to be proprietary unless such information is available from public sources or is a public record under Florida law. CONTRACTOR shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of TOWN or in response to legal process.

ARTICLE 12 – UNCONTROLLABLE FORCES

Neither the TOWN nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, Acts of God and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of

reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 13 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Broward County and the Agreement will be interpreted according to the laws of Florida.

ARTICLE 14 - MISCELLANEOUS

14.1 Non-waiver

A waiver by either TOWN or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing and duly signed by both parties to this agreement. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

14.2 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of competent jurisdiction.

14.3 Political Campaigns

During the term of this Agreement, the CONTRACTOR or any employee or associate, shall not be involved in any political campaign for TOWN elective office nor make financial contribution to any such campaign.

ARTICLE 15 - INTEGRATION AND MODIFICATION

This Agreement is adopted by the TOWN and CONTRACTOR as a final, complete and exclusive statement of the terms of the Agreement between the TOWN and CONTRACTOR. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the TOWN and CONTRACTOR pertaining to the Services, whether written or oral.

The Agreement may not be modified unless such modifications are evidenced by an amendment in writing signed by both the TOWN and CONTRACTOR.

ARTICLE 16 - SUCCESSORS AND ASSIGNS

The TOWN and CONTRACTOR each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. Any assignment, sale, pledge or conveyance of this contract by Contractor must be previously approved by the Town, whose consent may be reasonably withheld.

ARTICLE 17 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 18 - TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the CONTRACTORS most favored customer for the same or substantially similar service.

The said rates and cost shall be adjusted to exclude any significant sums should the TOWN determine that the rates ad costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Contractors. The TOWN shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 19 - OWNERSHIP OF DOCUMENTS

CONTRACTOR shall be required to work in harmony with other Contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the TOWN upon completion for its use and distribution as may be deemed appropriate by the TOWN.

ARTICLE 20 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To TOWN

Town of Davie
Town Hall
6591 SW 45 Street
Davie, Florida 33314

Attention:

As to CONTRACTOR:

Ashbritt, Inc.
1280 SW 36 Avenue
Suite 102
Pompano Beach, Florida 33069

Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and TOWN.

ARTICLE 21 - PROJECT TEAM

The Project Team shall consist of

Project Team members may be changed only with the prior written approval of the Town.

IN WITNESS WHEREOF, the Town of Davie, at a regular meeting thereof, by action of the TOWN Council and directing the foregoing be adopted, has caused these presents to be signed by the Mayor, and it's seal to be hereunto affixed, and _____has executed this contract.

TOWN OF DAVIE

Witness:

By: _____

Tom Truex

Mayor

Approved as to Form and Legal Sufficiency:

By: _____

TOWN Attorney

ASHBRITT, INC.

CONTRACTOR

Attest:

By: _____

Corporate Secretary

Signature _____

(Affirm Corporate Seal)

Witness:

authorized Officer)

Resolution/Bylaw of authorization if no

Title: _____

President (or other duly

(Attach

President)

Approved by TOWN Council on _____, 2005, Item # _____

EXHIBIT A-- SCOPE OF WORK

1. Debris Management. Remove all hazards to life and property resulting from the disaster. Clean-up, demolition, and removal shall be work authorization approved by the TOWN Project Manager by individual work authorizations. Clean-up, demolition, and removal shall be limited to eligible debris. Eligible debris is that which after its clean-up, demolition, and removal: 1) eliminates immediate threats to life, public health, and safety; 2) eliminates threats of significant damage to improved public or private property; and 3) is essential by its absence of ensuring economic recovery. Scope of Services shall include items such as emergency road clearance, debris removal from public rights-of-way removal of hazardous stumps, leaning trees/limbs, temporary debris staging areas and reduction sites, debris disposal, hazardous waste abatement, and sand screening, etc.
2. Technical Disaster Recovery Assistance. Provide disaster recovery technical assistance to elected and appointed officials of the TOWN. This assistance shall include documentation and management for the public assistance program, planning, training, and exercise development, as well as attendance at the Town of Davie Emergency Operations Center (EOC) during activation of the EOC for exercise and actual emergency events as requested by the Town Administrator, or his designee.
3. Temporary Satellite Communications. Provide temporary satellite communications equipment and "on-air" talk time to the TOWN to facilitate emergency communications within the TOWN and with outside agencies because of the loss of communications capability. Specifically, provide the satellite communications equipment and space time as listed in the work authorizations and the notice to proceed.
4. Emergency Power Generators. Provide temporary emergency power generators to TOWN to supply temporary electric to critical facilities because of power failures.
5. Emergency Delivery of Ice. Provide an emergency supply of ice to TOWN to facilitate food storage and other life sustaining measures. Specifically, provide the ice within the specifications and quantities as listed in the work authorizations and the notice to proceed.
6. Emergency Delivery of Potable Water. Provide an emergency supply of potable water to TOWN to facilitate a safe supply of water for human consumption, cooking of food, and other life sustaining measures. Specifically, provide the potable water within the specifications and quantities as listed in the work authorizations and the notice to proceed.
7. Emergency Equipment Rental, Labor, Materials and Supplies. Provide emergency rental of light, medium and heavy equipment; trucks and other vehicles; labor; materials; and supplies as requested by TOWN. Specifically, provide the rental of light, medium, and heavy equipment; trucks and other vehicles; labor; materials; and supplies as listed in the work authorizations and the notice to proceed.
8. Logistical Staging Areas. Provide for the operation and management of logistical staging areas to facilitate disaster recovery operations. Specifically, provide for the supplies and labor for the operations and management needed to establish and operate logistical staging areas within the specifications and quantities as listed in the work authorizations and the notice to proceed.
9. Services and Facilities. Provide and pay for all labor, tools, equipment transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the term specified in the work authorization. All work authorizations involving a time and materials portion of this Agreement shall have a not-to-exceed amount placed within them.
10. Permits and Licenses. Obtain, with the assistance of TOWN, permits and licenses of a temporary nature necessary for the prosecution of services. Not responsible to obtain permits or licenses where the requirement for which has or will be waived because of a declaration of emergency or disaster.
11. Supervision. Under the general oversight of the TOWN, contractor shall supervise and direct all work, workers, and equipment. Contractor is solely responsible for the means, methods, techniques, sequences, safety program, and procedures utilized. Contractor shall employ and maintain on the work site a qualified supervisor(s) who shall have full authority to act on behalf of contractor, and all communications given to the supervisor in writing by the TOWN'S authorized representative shall be as binding as if given to contractor.

12. Other Related Work. Perform other related work as directed by the Town Administrator.

Exhibit B

Disaster Recovery Services

All prices noted in this attachment are considered a baseline estimate. Actual prices that will be charged will be justified at the time a work authorization is approved. All costs must be based upon reasonable expenses for labor, equipment, material, and overhead/profit. Under no circumstances will costs that exceed reimbursable limits acceptable to the Federal Emergency Management Agency (FEMA) be proposed or approved in a work authorization.

Emergency Road Clearance

Contractor shall accomplish the cutting, tossing, and/or pushing of debris, hanging limbs, or leaning trees from primary roads as identified and directed by Town of Davie. The debris shall be stacked on the right-of-way to allow passage of vehicles along the primary transportation routes.

Compensation per attached hourly rate schedule.

Debris Removal from Public Right-of-Way

As directed by Town of Davie, Contractor shall load and haul all eligible debris to a Town designated Temporary Debris Storage and Reduction Site (TDSRS) or other disposal destination.

0 to 15 miles

16 to 30 miles

Debris Separation/Reduction and TDSRS Management

Contractor shall operate and manage the TDSRS to accept and process all event debris. Contractor shall perform any site preparation, to include but not limited to: (1) building and/or maintaining roads; (2) construction of a roofed inspection tower sufficient for a minimum of three inspectors; (3) any environmental requirements necessary to include wind control fencing, silt fencing, hazardous materials containment area, and/or water retention berms. All debris will be processed in accordance with all local, state and federal rules, standards and regulations. Processing may include, but is not limited to, reduction by tub grinding, incineration when approved, or other alternate methods of reduction such as compaction. Prior to reduction all debris will be segregated between vegetative debris, C&D, recyclable debris, white goods, and hazardous waste. Upon the closure of the TDSRS the site will be restored to its Pre-Use Condition.

Operation of TSDRS

Hazardous Stumps

Contractor shall remove hazardous stumps as identified and directed by Town of Davie. Stump removal shall include backfilling the void with appropriate fill material and hauling the stump to the TDSRS.

Stumps up to 6 inches in diameter

Stumps greater than 12 inches, less than 24 inches

Stumps greater than 24 inches, less than 48 inches

Stumps equal to or greater than 48 inches

Sand Screening

Town of Davie shall direct contractor to screen sand to remove all eligible debris deposited by the event. This process includes the collection of debris laden sand, transporting the sand to the processing screen

located on the beach, processing the debris laden sand through the screen and returning the sand to the approximate original location. Debris removed from the sand will be collected, hauled, and processed as ROW debris.

Final Disposal

Contractor shall load and transport processed debris to from the TDSRS to a final disposal site as directed by Town of Davie.

0 to 15 miles

15 to 30 miles

Technical Assistance

Contractor shall provide disaster recovery technical assistance to elected and appointed officials of Town of Davie. This service shall include documentation and management for the public assistance program, planning, training, and exercise development.

Service provided at no additional charge

Permits and Licensing

Contractor shall obtain, with the assistance of Town of Davie, permits and licenses of a temporary nature necessary for the execution of the scope of services.

Service provided at no additional charge

Quality Assurance and Supervision

Contractor shall provide sufficient supervision and programmatic controls to ensure compliance with procedural and regulatory standards established by FEMA, State of Florida, and Town of Davie.

Service provided at no additional charge

Temporary Satellite Communications

Contractor shall provide temporary satellite communications equipment and service as directed by Town of Davie to facilitate emergency communications within Town of Davie and with state and federal agencies supporting Town of Davie's recovery effort.

Satellite Communications provided at actual equipment lease and airtime cost plus 15%

Emergency Delivery of Ice

As directed by Town of Davie, Contractor shall provide an emergency supply of ice to facilitate food storage and other life sustaining measures. Ice is delivered by refrigerated trucks in 40,000 lb increments, with 20 pallets of bagged ice to each delivery.

Emergency Ice

Additional Charge for storage

Additional Charge for final distribution

Additional Charge for standby (waiting to unload) past 4 hours

Emergency Delivery of Potable Water

As directed by Town of Davie, Contractor shall provide an emergency supply of water to facilitate a safe water supply for human consumption, cooking of food, and other life sustaining measures. Water is delivered by truck with 20 pallets per trailer.

Emergency Water

\$0.15 per gallon to unload

Additional Charge for storage

Additional Charge for final distribution

Additional Charge for standby (waiting to unload) past 4 hours

Emergency Power Generators

As directed by Town of Davie, Contractor has the capability to provide emergency power generators to supply temporary electric to the Town to critical Village facilities. Prior to establishing pricing for temporary generators it is necessary to collect technical information regarding the potential type and use of power at each facility indicated by the Town. It is also necessary to determine the Town's needs for technicians and the availability of emergency fuel supply. Unlike other emergency commodities power generators must be tailored to the specific need.

Emergency Power Generators

Demolition of Structures, Debris Removal from Private Property (ROE)

As directed by Town of Davie, Contractor shall demolish unsafe structures and remove debris that has been determined by the Town to be a threat to the health and safety of the public. Examples of enabling elected body resolutions and other necessary documentation for the right-of-entry (ROE) process are provided by the technical assistance experts working with Contractor and Town of Davie. Debris generated through the ROE program will be placed on the right-of-way and collected as part of the ROW debris program.

Compensation per attached hourly rate schedule

*Hourly Equipment Schedule
With Operators for Emergency Road Clearance, Leaning Trees,
Hanging Limbs, and Debris Removal From Private Property (ROE)*

Equipment _____ Hourly

- 210 Prentice Loader
- Self Loading Prentice truck - 25 to 40 yard dump body
- Wheel Loader, John Deere 544 or equivalent – 2 /12 to 3 yard bucket
- Tandem Dump Truck – 16 to 20 yards
- Wheel Loader, John Deere 644 or equivalent – 3 to 5 yard bucket
- Chainsaw Operator with gear
- Supervisor with pick-up truck
- Safety Manager with pick-up truck
- Mechanic's Truck with tools
- Flagmen for traffic control
- Trash Transfer Trailers - 110 yard with Tractor
- Bucket Truck - 50 cubic yard bed
- Equipment Transports
- Clerical
- Laborers
- Mobilization and Demobilization

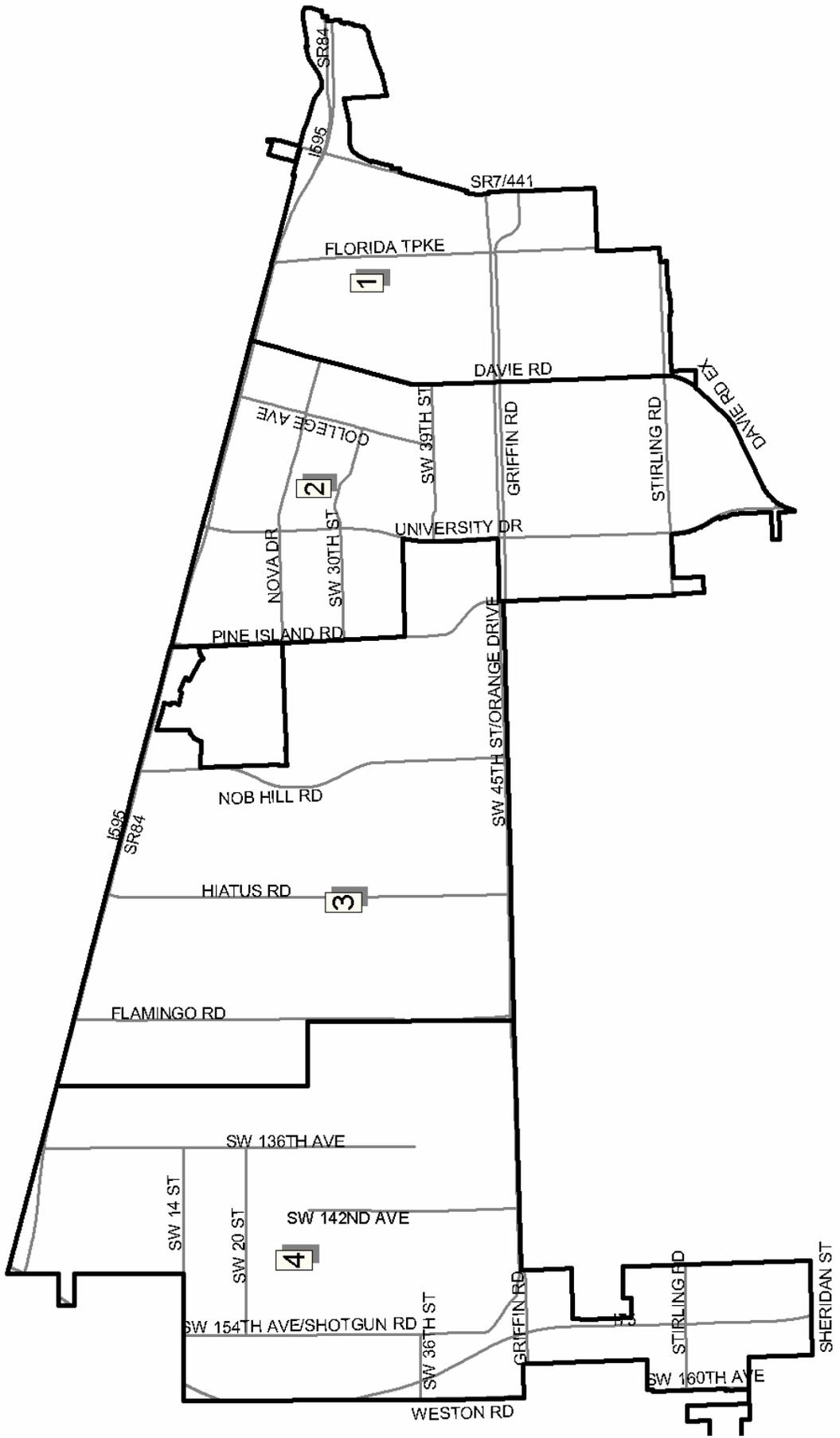


EXHIBIT B

Price Proposal for the Town of Davie

Item	Task Description	U/M	Price
1.	First Response (Emergency Road Clearance)	Hourly	Hourly Schedule
2.	Debris Collection from Public rights-of-way, stump removal, aerial hazard mitigation, TDSR site management, separate and reduce debris by grinding, load and transport processed/ground debris and compacted C&D to final disposal (0-25 miles)	Cubic Yard	\$ 20.95
3.	Transporting processed debris to final disposal (>25 miles) Disposal tipping fee is a pass thru cost.	Cubic Yard/Mile	\$ 0.029
4.	Technical Assistance	N/A	N/C
5.	Project Management	N/A	N/C
6.	Hazard and Debris Removal from Canals and Waterways (Removed debris staged for collection as ROW debris)		
6 (a).	Barge with Winch (Crew of 2)	Day	\$ 4,795.00
6 (b).	Shallow Draft Landing Craft (Crew of 2)	Day	\$ 7,895.00
6 (c).	After review of waterways AshBritt will prepare a lump sum price to remove storm generated debris	Lump Sum	Incident Specific
7.	Sand collection, screening, and transport to beach	Cubic Yard	\$ 8.50
8.	Beach Restoration	Lump Sum	Incident Specific
9.	Demolition of Unsafe Structures (wood)	Square Foot	\$ 2.00
10.	Demolition of Unsafe Structures (concrete)	Square Foot	\$ 3.00
11.	Hazardous Waste Collection		
11 (a).	Hazardous Waste Collection (flammable solids)	55 gallon drum	\$ 595.00
11 (b).	Hazardous Waste Collection (flammable liquids)	55 gallon drum	\$ 475.00
11 (c).	Hazardous Waste Collection (pesticides)	55 gallon drum	\$ 475.00
11 (d).	Hazardous Waste Collection (paint related materials)	55 gallon drum	\$ 475.00
11 (e).	Hazardous Waste Collection (oxidizer liquids or solids)	55 gallon drum	\$ 725.00
11 (f).	Hazardous Waste Collection (corrosives-acids/bases)	55 gallon drum	\$ 525.00
12.	White Goods Collection	Each	\$ 45.00
13.	Freon Removal from cooling motors	Each	\$ 65.00
14.	Fire Suppression Support	Hourly	Hourly Schedule

EXHIBIT B

Price Proposal for the Town of Davie

Item	Task Description	U/M	Price
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The following items are available through State and Federal government resources. However, in the event that timely delivery of these items by the government does not meet the needs of our Client, AshBritt will arrange for delivery through our teaming partners. Pricing for these items will not exceed the pricing charged to State and Federal government by their suppliers

15.	Emergency Delivery of Potable Water	Various	Cost + 15%
16.	Emergency Delivery of Ice	Various	Cost + 15%
17.	Temporary Sanitation, Showers, Kitchens	Each	Cost + 15%
18.	Temporary Satellite Communication (satellite phones)	Each	Cost + 15%

EXHIBIT B

Hourly Rate Schedule for the Town of Davie, Florida

Heavy Equipment	Size or Type	U/M	Unit Price
<i>Operators Included</i>			
12-Foot Tub Grinder	Morbark 1200	Hour	395.00
13-Foot Tub Grinder	Morbark 1300	Hour	455.00
14 Foot Tub Grinder	Diamond Z 1463	Hour	490.00
Backhoe	Cat 416	Hour	95.00
Bucket Truck	Up to 50' reach	Hour	130.00
Bucket Truck	50' to 75' reach	Hour	150.00
Chipper w/ 2 man crew	Morbark Storm	Hour	125.00
Crane	30 Ton	Hour	170.00
Dozer	Cat D4	Hour	95.00
Dozer	Cat D5	Hour	105.00
Dozer	Cat D6	Hour	125.00
Dozer	Cat D7	Hour	135.00
Dozer	Cat D8	Hour	150.00
Equipment Transport w/ Tractor	50 Ton	Hour	90.00
Excavators	Cat 320	Hour	90.00
Excavators	Cat 325	Hour	115.00
Excavators	Cat 330	Hour	130.00
Mechanized Broom	Street Sweeper	Hour	75.00
Motor Grader	Cat 120G	Hour	120.00
Self Loading Knuckle boom Truck	25-35 CY Body	Hour	125.00
Self Loading Knuckle boom Truck	35-45 CY Body	Hour	140.00
Skid Steer Loader	Bobcat	Hour	55.00
Stump Grinder	Vermeer 252	Hour	85.00
Towed Loader w/ Tractor	Prentice 210	Hour	140.00
Tracked Loader	Cat 955	Hour	125.00
Tractor w/ Box Blade	80 Hp	Hour	35.00
Trash Transfer Trailer w/ Tractor	110 Yard	Hour	125.00
Truck Mounted Winch	Tow Truck	Hour	90.00
Vacuum Trucks	Jet Vac	Hour	155.00
Water Truck	2000 Gallon	Hour	65.00
Wheel Loaders	Cat 950	Hour	115.00
Wheel Loaders	Cat 966	Hour	125.00
Wheel Loaders	Cat 980	Hour	135.00

Emergency Life Support	Size or Type	U/M	Unit Price
Emergency Ice Delivery	Determined by availability	Each	<i>incident specific</i>
Emergency Water Delivery	Determined by availability	Each	<i>incident specific</i>
Emergency Power Generators	Determined thru site survey	Each	<i>incident specific</i>

EXHIBIT B

Haul Vehicles	Size or Type	U/M	Unit Price
<i>Operators Included</i>			
Dump Truck	10 to 15 CY	Hour	40.00
Dump Truck	16 to 20 CY	Hour	50.00
Trailer Dump w/ Tractor	30 to 40 CY	Hour	60.00
Trailer Dump w/ Tractor	41 to 50 CY	Hour	70.00
Trailer Dump w/ Tractor	51 to 60 CY	Hour	80.00
Trailer Dump w/ Tractor	61 to 70 CY	Hour	90.00
Walking Floor Trailer w/ Tractor	100 CY	Hour	95.00

Transportation Vehicles	Size or Type	U/M	Unit Price
<i>Operators Not Included</i>			
Box Truck	3/4 Ton	Day	165.00
Passenger Car	Full size	Day	95.00
Passenger Van	9 Passenger	Day	145.00
Pickup Truck	1/2 Ton	Day	125.00
Pickup Truck	3/4 Ton	Day	145.00
Pickup Truck	1 Ton	Day	175.00
Utility Van	3/4 Ton	Day	115.00

Personnel	Size or Type	U/M	Unit Price
Administrative Assistant	Individual	Hour	45.00
Clerical	Individual	Hour	35.00
Climber w/ Gear	Individual	Hour	85.00
Laborer w/ Tools	Individual	Hour	30.00
Mechanic w/ Truck and Tools	Individual	Hour	60.00
Operator w/ Chainsaw	Individual	Hour	55.00
Safety or QC Manager w/ Pickup Truck	Individual	Hour	60.00
Superintendent w/ Pickup Truck	Individual	Hour	75.00
Supervisor w/ Pickup Truck	Individual	Hour	60.00
Ticket Writers	Individual	Hour	35.00
Traffic Control Personnel	Individual	Hour	30.00

Marine Resources	Size or Type	U/M	Unit Price
14' Utility Boat w/ Motor	Crew of 1	Day	545.00
33' Fast Barge w/ Winch	Crew of 2	Day	4,725.00
56' Shallow Draft Landing Craft w/ Crane	Crew of 2	Day	7,850.00
Air Pump w/ multi breathing lines	Brownie Lung	Day	450.00
Hardhat Diver w/ Gear	Individual	Hour	<i>incident specific</i>
Scuba Bottle Refill (air)	80	Each	21.00
Tank Diver w/ Gear	Individual	Hour	<i>incident specific</i>
Water Discharge Hose	6 Inch	Ft/Day	1.00
Water Discharge Hose	12 Inch	Ft/Day	1.50
Water Pump	6 Inch	Day	1,295.00
Water Pump	12 Inch	Day	2,095.00

EXHIBIT B

Misc. Equipment	Size or Type	U/M	Unit Price
First Aid Station	OSHA Spec	Day	65.00
Light Tower	w/ generator	Day	65.00
Observation Tower	USACE Spec	Each	3,500.00
Office Trailer	40 foot	Day	85.00
Portable Toilet	Single	Week	55.00
Storage Container	40 foot	Day	55.00

EXHIBIT B

AshBritt

Environmental

Town of Davie
Bruce Bernard
6901 Orange Drive
Davie, FL 33314

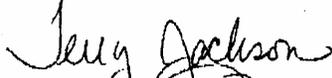
Fax: 954-797-1246

Dear Mr. Bernard:

AshBritt, Inc. will collect and haul storm generated debris from Public and Right of Way Property to a City or County designated landfill for \$12.75 per cubic yard.

Please contact me with any questions at 954-545-3535.

Sincerely,



Terry Jackson
Vice President

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Florida Profit Corporation

ASHBRITT ENVIRONMENTAL SERVICES, INC.

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Principal Address

480 S. ANDREWS AVE., SUITE 103
POMPANO BCH FL 33069

Mailing Address

480 S. ANDREWS AVE., SUITE 103
POMPANO BCH FL 33069

Registered Agent Name & Address

CFRA, LLC
CORPORATE CENTER THREE AT INT'L PLAZA
4221 W. BOY SCOUT BLVD, 10TH FLOOR
TAMPA FL 33607-5736 US

Address Changed: 06/28/2004

Officer/Director Detail

Name & Address

Title VPST

PERKINS, RANDAL
480 SOUTH ANDREWS AVE SUITE 103
POMPANO BEACH FL 33069

Title VP

NOBLE, JOHN JR
480 SOUTH ANDREWS SUITE 103

POMPANO BEACH FL 33068

Title VP

JACKSON, TERRY
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Annual Reports

Report Year	Filed Date
2005	01/07/2005
2006	05/09/2006
2007	04/23/2007

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