

MEMORANDUM

TO: Honorable Mayor and City Council Members
FROM: Paul Johnson – Public Works Director
DATE: July 14, 2008
SUBJECT: Hurricane Debris Removal Contractor Pool

DUL 07 2009

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PURPOSE

The purpose of this item is to obtain City Council approval and authorization of the City Manager to enter into an agreement with Harty Tractor Service Inc. and approve extension of agreements with Arbor Tree and Land (ATL) 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 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).

Staff is recommending three contractors for this pool. Arbor Tree and Land has an existing agreement with the City of Port St. Lucie, Florida. Orange City has “piggy-backed” this agreement over the last several of years. Arbor Tree and Land was approved as a vendor by City Council for these services in 2006, 2007 and 2008. We can extend the agreement with ATL with the same terms we had in 2008. The second contractor is Harty Tractor Service Inc. Harty Tractor handled a majority of the debris clean-up and removal for Orange City after the hurricanes of 2004. Staff believes this local company did an outstanding job of responding to our needs and 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” these agreements for services during the 2007 and 2008 hurricane seasons. We can extend the agreement with AshBritt at the same pricing as was approved in 2007.

RECOMMENDATION

That City Council authorizes 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-hurricane debris removal and disposal.



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 14, 2009

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,

Chester Murray
Interim City Manager
City of Orange City
205 East Graves Avenue
Orange City, FL 32763



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Planning
386-775-5415

Police
386-775-9999

Public Works
386-775-5447

Utilities
386-775-5444

July 14, 2009

Maria V. Ticzon, Contract Manager
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 Coral Springs contract with your company in order to acquire these services. That agreement is due to expire on July 22, 2009.

Orange City would like to extend that agreement for an additional year utilizing the same terms and conditions we currently enjoy.

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

Sincerely,

Chester Murray
Interim City Manager
City of Orange City
205 East Graves Avenue
Orange City, FL 32763

HARTY

TRACTOR SERVICE, INC.

received
7/6/09 CH

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 2, 2009

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 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 (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

Signature Date
Chester Murray
City of Orange City
City Manager

Witness – Signature - Date

Witness – Print Name

 _____
Signature Date 7/2/09
Thad Harty
Harty Tractor Service Inc.
President

Witness – Signature - Date

Witness – Print Name