

RESOLUTION NO. 23-07-69

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING EXECUTION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ASHBRIIT, INC., FOR DEBRIS MANAGEMENT SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") secured the services of an experienced debris management and emergency response contractor capable of efficiently providing all necessary expertise, personnel, tools, materials, equipment, transportation, supervision and overall services for disaster recovery and removal of large volumes of disaster-generated debris from public property, public rights-of-way and at temporary debris staging and reduction sites, thereby ensuring the lawful disposal of all debris immediately after a hurricane or other natural or man-made disaster through Request for Proposals ("RFP 17-05"); and

WHEREAS, at its regular meeting on September 6, 2017 the Village Council ratified the Professional Service Agreement with Ashbriit, Inc. ("Ashbriit"), the highest-ranked firm for the services set forth in RFP 17-05, which was executed by the Village Manager on September 5, 2017 (the "Agreement"); and

WHEREAS, on October 26, 2017, the Village Council adopted Resolution No. 17-10-91 approving Amendment No. 1 to the Agreement to clarify certain disposal fees that were not clearly delineated in the original Agreement between the Village and Ashbriit; and

WHEREAS, in performance of the services under the Agreement, Ashbriit must comply as applicable with regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, standards and 2 C.F.R. Part 200; and

WHEREAS, at its meeting on February 13, 2020, the Village Council adopted Resolution No. 20-02-14 approving Amendment No. 2 to the Agreement incorporating federal procurement language from 2 C.F.R Part 200; and

WHEREAS, Article 11.2 of the Agreement provides that the Agreement shall take effect as of the date of execution as shown therein and continue for such time as is contemplated by the Village; and

WHEREAS, the Village and Ashbritt desire to enter into Amendment No. 3 to the Agreement ("Amendment No. 3"), attached here to as Exhibit "A", to update the Fee Schedule and to add additional provisions to the Agreement; and

WHEREAS, the Village Council finds that approval of Amendment No. 3 to the Agreement with Ashbritt is in the best interest of the Village.

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 incorporated into this Resolution by this reference.

Section 2. Approval of Amendment. The Village Council of Islamorada, Village of Islands, hereby approves execution of Amendment No. 3 with Ashbritt for debris management services.

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 Amendment No. 3.

Section 4. Execution of Amendment No. 3. The Village Manager is authorized to execute Amendment No. 3 on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of Amendment No. 3 and to execute any extensions and/or amendments to the Amendment, subject to the approval as to form and legality by the Village Attorney.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by Council Member Gregg, second by Mayor Pinder.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Joseph B. Pinder III	<u>Yes</u>
Vice Mayor Sharon Mahoney	<u>Yes</u>
Councilwoman Elizabeth Jolin	<u>Yes</u>
Councilman Mark Gregg	<u>Yes</u>
Councilman Henry Rosenthal	<u>Yes</u>

PASSED AND ADOPTED this 6th day of July, 2023.

DocuSigned by:
Joseph B. Pinder III
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JOSEPH B PINDER III, MAYOR

ATTEST:

DocuSigned by:
Marne K. McGrath
008BA9A9B2704D5...
MARNE MCGRATH, VILLAGE CLERK

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

DocuSigned by:
[Signature]
362BFAA7FDD417...
JOHN J. QUICK, INTERIM VILLAGE ATTORNEY

**AMENDMENT NO. 3 TO
CONTINUING SERVICES AGREEMENT
BETWEEN
ISLAMORADA, VILLAGE OF ISLANDS
AND
ASHBRITT, INC.**

THIS AMENDMENT NO. 3 to the Continuing Services Agreement (“Amendment No. 3”) is made between **ASHBRITT, INC.**, a Florida corporation (“CONSULTANT”) and **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA**, a Florida municipal corporation (the “VILLAGE”).

WHEREAS, CONSULTANT and the VILLAGE entered into a certain Continuing Services Agreement (the “Agreement”) effective September 5, 2017; and

WHEREAS, at its meeting on October 26, 2017, the Village Council adopted Resolution No. 17-10-91 approving Amendment No. 1 to the Agreement to clarify certain disposal fees that were not clearly delineated in the original Agreement between the Village and Ashbritt; and

WHEREAS, at its meeting on February 13, 2020, the Village Council adopted Resolution No. 20-02-14 approving Amendment No. 2 to the Agreement incorporating federal procurement language from 2 C.F.R Part 200 (“Amendment No. 2”); and

WHEREAS, the parties desire to enter into Amendment No. 3 to adjust the fee schedule and to add other relevant provisions to the Agreement, including updated pricing.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in Amendment No. 3, CONSULTANT and the VILLAGE agree as follows.

Section 1. **Amendment to Exhibit A referenced in the Agreement.** The Agreement is amended to replace the rates reflected on the Fee Schedule starting on page 143 of Exhibit A attached to the Agreement with an updated Fee Schedule reflecting changes in pricing based on the change in Consumer Price Index for All Urban Consumers (CPI-U) from April 2022 to April 2023 and other rate changes based upon current industry pricing (Exhibit 1).

Section 2. **Additional Provisions Included in the Agreement.** The following provisions are added to the Agreement:

13.16 **E-Verify.** CONSULTANT shall comply with Section 448.095, Fla. Stat., “Employment Eligibility,” including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is

terminated for a violation of the statute by CONSULTANT, CONSULTANT *may not be awarded a public contract for a period of 1 year after the date of termination.*

13.17 **Scrutinized Companies.**

(a) CONSULTANT certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if the CONSULTANT or its subconsultants are found to have submitted a false certification; or if CONSULTANT, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(b) If this Agreement is for more than one million dollars, CONSULTANT certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if CONSULTANT, its affiliates, or its subconsultants are found to have submitted a false certification; or if CONSULTANT, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(c) CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 3. No Further Modifications. All other terms and conditions of the existing Agreement and Amendment No. 1 to the Agreement not in conflict or superseded by this Amendment No. 2 shall remain in full force and effect as if set forth herein.

Section 4. Effective Date. This Amendment No. 3 shall be effective upon execution by all parties.

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties execute this Amendment No. 3 on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, and CONSULTANT by and through its principal.

Attest:

ISLAMORADA, VILLAGE OF ISLANDS



Marne McGrath, Village Clerk

By: 

Ted Yates, Village Manager


Date: 7.11.23


Approved as to form and legal sufficiency:

By: 

Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

Attest:

ASHBRITT, INC.

By: _____



Secretary
Print Name: Charles "Dow" Knight

Print Name: Brian Thomason

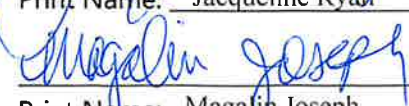
Title: President - Disaster Response

Date: 07/13/2023

WITNESSES:



Print Name: Jacqueline Ryan



Print Name: Magalin Joseph

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.

ASHBRITT CURRENT RATES	2023 PROPOSED RATES	% Increase
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Collection, Reduction and Disposal

All costs of haul out and disposal as applicable include staff/operator 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	\$	7.50 /yd ³	\$	7.91	5.50%
Reduction	\$	1.00 /yd ³	\$	1.06	5.50%
Reduced debris final disposal at a landfill or other final disposal site		<u>Distance to landfill</u>			
	\$	2.50 /yd ³	\$	2.64	5.50%
	\$	4.95 /yd ³	\$	5.22	5.50%
	\$	8.00 /yd ³	\$	8.44	5.50%
	\$	15.00 /yd ³	\$	15.83	5.50%

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 /yd ³	\$	7.91	5.50%
Hauled and dumped for final disposal at a landfill or other final disposal site.		<u>Distance to landfill</u>			
	\$	2.00 /yd ³	\$	2.11	5.50%
	\$	2.50 /yd ³	\$	2.64	5.50%
	\$	4.95 /yd ³	\$	5.22	5.50%
	\$	8.00 /yd ³	\$	8.44	5.50%
	\$	15.00 /yd ³	\$	15.83	5.50%
Additional cost for any debris hauled and dumped for final disposal at a landfill or other final disposal site.		> 91 miles	/yd ³ /mile	\$	0.13
Demolition of Structures	\$	2.50 /ft ²	\$	2.64	5.50%
Resulting structure demolition construction debris removal and disposal costs	\$	20.00 /yd ³	\$	21.10	5.50%

White Goods

Collection	\$	50.00 Each	\$	52.75	5.50%
Disposal	\$	50.00 Each	\$	52.75	5.50%
Freon Removal / Disposal	\$	45.00 Each	\$	47.48	5.50%

Seaweed

Picked up, hauled to and dumped at a Temporary Debris Management Site (TDMS) within the limits of the Village	\$	15.00 /yd ³	\$	15.83	5.50%
Hauled and dumped for final disposal at a landfill or other final disposal site.	\$	15.00 /yd ³	\$	15.83	5.50%

Motor Vehicles Removal

From right-of-way, including towing, processing and disposal	\$	250.00 Each	\$	263.75	5.50%
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TDMS Site Management

	\$	2.95 /yd ³	\$	3.11	5.50%
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ASHBRITT CURRENT RATES	2023 PROPOSED RATES	% Increase
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Hazardous Tree, Stump and Limb Removal

Hangers - cut only		\$ 65.00 / Tree	\$ 68.58	5.50%
Leaners- cut only	<u>Diameter</u>			
	13" to 24"	\$ 50.00 / Tree	\$ 52.75	5.50%
	25" to 48"	\$ 150.00 / Tree	\$ 158.25	5.50%
	49" to 72"	\$ 450.00 / Tree	\$ 474.75	5.50%
	> 72"	\$ 450.00 / Tree	\$ 474.75	5.50%
Stumps (measured at 24" above grade)	<u>Diameter</u>			
	24" to 48"	\$ 150.00 / Stump	\$ 158.25	5.50%
	49" to 72"	\$ 175.00 / Stump	\$ 184.63	5.50%
	> 72"	\$ 450.00 / Stump	\$ 474.75	5.50%
Stump Backfill		\$ 30.00 / Stump	\$ 31.65	5.50%

Vessel/Boat Removal

Boat removal from land (up to 26' in length)				
<i>(include costs for one mobilization per event and staff/operators)</i>				
Cost for crane		\$ 200.00 / hour	\$ 211.00	5.50%
Cost for transportation to final destination site (include staff/operators/equipment)		\$ 25.00 / mile	\$ 26.38	5.50%
Boat removal from land (over 26' in length)				
<i>(include costs for one mobilization per event and staff/operators)</i>				
Cost for crane		\$ 200.00 / hour	\$ 211.00	5.50%
Cost for transportation to final destination site (include staff/operators/equipment)		\$ 30.00 / mile	\$ 31.65	5.50%
Boat removal from canals (up to 26' in length)				
<i>(include costs for one mobilization per event and staff/operators)</i>				
Cost for removal of fuel from vessel		\$ 75.00 / hour	\$ 79.13	5.50%
Cost for certified divers if necessary		\$ 240.00 / hour	\$ 253.20	5.50%
Cost for barge		\$ 325.00 / hour	\$ 342.88	5.50%
Cost for crane		\$ 300.00 / hour	\$ 316.50	5.50%
Cost for transportation to final destination site (include staff/operators/equipment)		\$ 25.00 / mile	\$ 26.38	5.50%
Boat removal from canals (over 26' in length)				
<i>(include costs for one mobilization per event and staff/operators)</i>				
Cost for removal of fuel from vessel		\$ 75.00 / hour	\$ 79.13	5.50%
Cost for certified divers if necessary		\$ 240.00 / hour	\$ 253.20	5.50%
Cost for barge		\$ 325.00 / hour	\$ 342.88	5.50%
Cost for crane		\$ 300.00 / hour	\$ 316.50	5.50%
Cost for transportation to final destination site (include staff/operators/equipment)		\$ 30.00 / mile	\$ 31.65	5.50%

Canal Debris Removal

Removal of vegetative debris from canals		\$ 25.00 / yd ³	\$ 26.38	5.50%
<i>Include costs for one mobilization per event and staff/operators; following notice from Village, which includes refusal by National Resource & Conservation Service</i>				
Stump on bank of canal (cut)				
<i>(Stumps on the bank that have fallen into water causing hazard to navigation where cut 2' stump above grade will be considered vegetative debris)</i>				
		\$ 25.00 / yd ³	\$ 26.38	5.50%
Stumps on bank of canal (not cut)				
<i>(Stumps on bank where root ball is on the right-of-way of canal)</i>				
	<u>Diameter</u>			
	24" to 48" diameter	\$ 150.00 / Stump	\$ 158.25	5.50%
	49" to 72" diameter	\$ 175.00 / Stump	\$ 184.63	5.50%
	> 72" diameter	\$ 450.00 / Stump	\$ 474.75	5.50%

	ASHBRITT CURRENT RATES	2023 PROPOSED RATES	% Increase
Back fill material for stump hole on canal bank	\$ 25.00 / Stump hole	\$ 26.38	5.50%
Restoration of Canal banks and Slopes (includes fill and grading)	\$ 25.00 / yd ³	\$ 26.38	5.50%
Motor Vehicle Removal from canal including towing, processing and disposal	\$ 250.00 Each	\$ 263.75	5.50%
Cost for removal of fuel from vessel	\$ 75.00 / hour	\$ 79.13	5.50%
Cost for certified divers if necessary	\$ 240.00 / hour	\$ 253.20	5.50%
Cost for barge	\$ 325.00 / hour	\$ 342.88	5.50%
Cost for crane	\$ 300.00 / hour	\$ 316.50	5.50%
Cost for transportation to final destination site (include staff/operators/equipment)	\$ 20.00 / mile	\$ 21.10	5.50%
Other Services			
Household Hazardous Waste/ Contaminated Debris management	\$ 18.00 / lb	\$ 18.99	5.50%
Putrescent Waste Disposal	\$ 5.00	\$ 5.28	5.50%
Deceased animal collection, transportation and disposal	\$ 3.25 / lb	\$ 3.43	5.50%
Soil, mud and sand removal	\$ - / yd ³	\$ 42.00	
Sand collection (Short Haul)	\$ 10.00 / yd ³	\$ 42.00	320.00%
Video Record of pre-and post-TDMS site	\$ - Each	\$ 1,500.00	
Environmental testing limited to soil sampling, including travel	\$ - Each	\$ 1,150.00	
Laboratory fees associated with soil sampling	\$ - Each	\$ 110.00	
TDMS site grading	\$ - / ft ²	\$ 1.70	
Provide Topsoil for TDMS site restoration	\$ 16.00 / yd ³	\$ 60.62	278.88%
Provide Gravel (3/4") for TDMS site restoration	\$ 30.00 / yd ³	\$ 67.50	125.00%
Removing seaweed from beach (as authorized) to clean and grade beach	\$ 25.00 / yd ³	\$ 26.38	5.50%

HOURLY FEE SCHEDULE

All equipment rates below include operator, fuel, and maintenance costs.

	ASHBRITT CURRENT RATES	2023 PROPOSED RATES	% Increase
	(Hourly Rate)	(Hourly Rate)	
Personnel / Equipment			
30-Ton Crane	\$ 195.00	\$ 310.00	58.97%
Stump Grinder	\$ 50.00	\$ 110.00	120.00%
50' Bucket Truck	\$ 175.00	\$ 295.00	68.57%
Track-Hoes John Deere 690 Equivalent	\$ 110.00	\$ 225.00	104.55%
D-6 Dozers or Equivalent	\$ 135.00	\$ 265.00	96.30%
John Deere 544 or Equivalent	\$ 155.00	\$ 245.00	58.06%
Service Trucks	\$ 85.00	\$ 110.00	29.41%
Tractor with Box Blade	\$ 65.00	\$ 75.00	15.38%
18-25 Cubic yard Dump Truck	\$ 75.00	\$ 165.00	120.00%
25-35 Cubic Yard Dump Truck	\$ 105.00	\$ 175.00	66.67%
35-45 Cubic Yard Dump Truck	\$ 115.00	\$ 175.00	52.17%
50 Cubic Yard Dump Truck or larger	\$ 125.00	\$ 190.00	52.00%
Self loading Grapple Truck/Knuckleboom Truck	\$ -	\$ 295.00	
850 HP or Equivalent Tree Grinder	\$ 475.00	\$ 550.00	15.79%
Water Truck (2000 gal.)	\$ 75.00	\$ 155.00	106.67%
Rubber Tire Backhoe	\$ 120.94	\$ 145.00	19.89%
Motor Grader	\$ 129.00	\$ 295.00	128.68%
Climber with Gear	\$ 85.00	\$ 125.00	47.06%
Superintendent with Truck	\$ 75.00	\$ 125.00	66.67%
Foreman with Truck	\$ 50.00	\$ 95.00	90.00%
Operator with Chainsaw	\$ 40.00	\$ 85.00	112.50%
Traffic Control Personnel	\$ 40.00	\$ 75.00	87.50%
Laborer	\$ 30.00	\$ 75.00	150.00%
Field Project Foreman	\$ 65.00	\$ 95.00	46.15%
Administrative Assistant	\$ 35.00	\$ 75.00	114.29%

	ASHBRITT CURRENT RATES	2023 PROPOSED RATES	% Increase
	<i>(Hourly Rate)</i>	<i>(Hourly Rate)</i>	
Clerical	\$ 35.00	\$ 65.00	85.71%
Pickup Truck	\$ 10.00	\$ 25.50	155.00%
Pickup Truck, Extended Cab	\$ 11.00	\$ 30.00	172.73%
Pickup Truck, 4 X 4	\$ 11.00	\$ 45.00	309.09%
Pickup Truck, 1 Ton	\$ 13.00	\$ 55.00	323.08%
Mechanized Broom	\$ 95.00	\$ 145.00	52.63%
Trackhoe, 490 or Equivalent	\$ 145.00	\$ 195.00	34.48%
Bulldozer, D4 or Equivalent	\$ 110.00	\$ 210.00	90.91%
12 Ton Lowboy	\$ 65.00	\$ 185.00	184.62%
50 Ton Lowboy	\$ 130.00	\$ 200.00	53.85%
Skidsteer	\$ 95.00	\$ 175.00	84.21%
Rubber Tire Excavator	\$ 110.00	\$ 200.00	81.82%
Vac Truck to Clean Out Inlets	\$ 150.00	\$ 275.00	83.33%