

**CITY OF WESTON, FLORIDA  
RESOLUTION NO. 2016-26**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, EXTENDING THE AGREEMENT WITH ASHBRIIT, INC., FOR DISASTER RECOVERY SERVICES FOR AN ADDITIONAL FIVE YEAR TERM.

WHEREAS, First, on June 19, 2006, the City Commission adopted Resolution No. 2006-96, approving the Agreement between the City of Weston (the "City") and AshBritt, Inc., (the "Contractor") for Disaster Recovery Services - Prime Contractor, (the "Agreement"), pursuant to RFP No. 2006-04; and

WHEREAS, Second, on July 7, 2008, the City Commission adopted Resolution No. 2008-93, approving a First Addendum to the Agreement, in order to comply with the Federal Highway Administration's mandate that all disaster recovery services agreements be amended to include an Exhibit entitled, "Required Contract Provisions," to maintain maximum eligibility for Federal Aid; and

WHEREAS, Third, Section 2.2 of the Agreement provides for an extension of two additional five year terms by mutual consent of the parties; and

WHEREAS, Fourth, on August 16, 2010, the City Commission adopted Resolution No. 2010-98, renewing the Agreement for an additional five year term, first renewal, expiring on June 19, 2016; and

WHEREAS, Fifth, Section 3.8 of the Agreement provides for hourly rates and fees to increase on June 1 of each subsequent year by an amount equal to the Consumer Price Index ("CPI") increase, as measured by the nearest geographical index, unless both parties mutually agree in writing to an alternative arrangement; and

WHEREAS, Sixth, the parties are desirous of extending the Agreement for an additional five year term, second renewal, under the current terms of the Agreement, with the Contract Renewal Price Schedule incorporated into the Second Addendum to the Agreement; and

WHEREAS, Seventh, the City Commission believes it is in the best interest of the City to extend the Agreement with AshBritt, Inc., for an additional five year term, from June 19, 2016 to June 19, 2021.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Weston, Florida:

Section 1: The foregoing recitals contained in the preamble to this Resolution are incorporated herein.

Section 2: The City Commission approves an extension of the Agreement with AshBritt, Inc., for an additional five year term, due to expire on June 19, 2021.

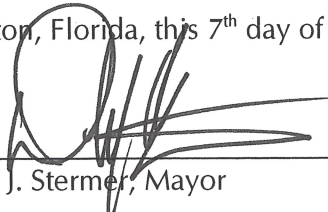
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESTON, FLORIDA, EXTENDING THE AGREEMENT WITH ASHBRIIT, INC., FOR DISASTER RECOVERY SERVICES FOR AN ADDITIONAL FIVE YEAR TERM.

Section 3: The First Amendment to the Agreement with AshBritt, Inc., is approved, in substantially the form attached as Exhibit "A," together with such non-substantial changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 4: The appropriate City officials are authorized to execute all necessary documents and to take any necessary action to effectuate the intent of this Resolution.

Section 5: This Resolution shall take effect upon its adoption.

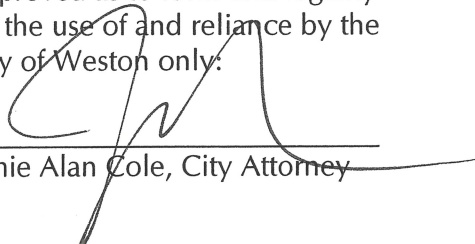
ADOPTED by the City Commission of the City of Weston, Florida, this 7<sup>th</sup> day of March 2016.

  
\_\_\_\_\_  
Daniel J. Stermer, Mayor

ATTEST:

  
\_\_\_\_\_  
Patricia A. Bates, City Clerk

Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

  
\_\_\_\_\_  
Jamie Alan Cole, City Attorney

Roll Call:

Commissioner Norton	<u>Yes</u>
Commissioner Feuer	<u>Yes</u>
Commissioner Kallman	<u>Yes</u>
Commissioner Gomez	<u>Yes</u>
Mayor Stermer	<u>Yes</u>

**SECOND ADDENDUM TO THE AGREEMENT**

**BETWEEN THE**

**CITY OF WESTON**

**AND**

**ASHBRITT, INC.**

**FOR**

**DISASTER RECOVERY SERVICES - PRIME CONTRACTOR**

This Second Addendum to the Agreement between the City of Weston and Ashbritt, Inc. for Disaster Recovery Services-Prime Contractor ("Second Addendum") is made and entered into the 17<sup>th</sup> day of March, 2016, by and between the City of Weston, a Florida municipal corporation, (the "CITY") and AshBritt, Inc. (the "CONTRACTOR"), pursuant to Resolution No. 2016-26.

WITNESSETH:

WHEREAS, First, on June 19, 2006, the City Commission adopted Resolution No. 2006-96, approving the Agreement between the CITY and the CONTRACTOR for Disaster Recovery Services - Prime Contractor, (the "Agreement"), pursuant to RFP No. 2006-04; and

WHEREAS, Second, on July 7, 2008, the City Commission adopted Resolution No. 2008-93, approving a First Addendum to the Agreement, in order to comply with the Federal Highway Administration's mandate that all disaster recovery services agreements be amended to include an Exhibit entitled, "Required Contract Provisions," to maintain maximum eligibility for Federal Aid; and

WHEREAS, Third, Section 2.2 of the Agreement provides for an extension of two additional five year terms by mutual consent of the parties; and

WHEREAS, Fourth, on August 16, 2010, the City Commission adopted Resolution No. 2010-98, renewing the Agreement for an additional five year term, first renewal, expiring on June 19, 2016; and

WHEREAS, Fifth, Section 3.8 of the Agreement provides for hourly rates and fees to increase on June 1 of each subsequent year by an amount equal to the Consumer Price Index ("CPI") increase, as measured by the nearest geographical index, unless both parties mutually agree in writing to an alternative arrangement; and

WHEREAS, Sixth, the parties are desirous of extending the Agreement for an additional five year term, second renewal, under the current terms of the Agreement.

**SECOND ADDENDUM TO THE AGREEMENT BETWEEN THE CITY OF WESTON AND ASHBRIIT, INC. FOR DISASTER RECOVERY SERVICES - PRIME CONTRACTOR**

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

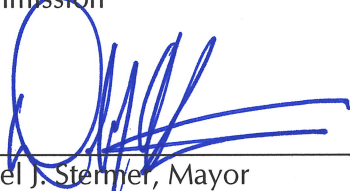
1. The above recitals are true and correct and are incorporated herein as set forth in full hereunder.
2. Pursuant to Section 3.8 of the Agreement, the Contract Renewal Price Schedule is attached as Exhibit "A."
3. The term of the Agreement is hereby extended for an additional five year term expiring on June 19, 2021.
4. Except as herein amended, all other provisions of the Agreement shall remain in full force and effect.


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**SECOND ADDENDUM TO THE AGREEMENT BETWEEN THE CITY OF WESTON AND ASHBRIITT, INC. FOR DISASTER RECOVERY SERVICES - PRIME CONTRACTOR**

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Addendum, to the Agreement on the respective dates under each signature: City of Weston through its City Commission, signing by and through its Mayor, authorized to execute same by Commission action on the 7<sup>th</sup> day of March 2016; and AshBritt, Inc., authorized to execute same.


CITY OF WESTON, through its  
City Commission

By:   
Daniel J. Stenmet, Mayor  
7<sup>th</sup> day of March, 2016

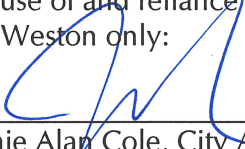
By:   
John R. Flint, City Manager  
17<sup>th</sup> day of March, 2016

(CITY SEAL)

ATTEST:

  
Patricia A. Bates, MMC, City Clerk


Approved as to form and legality  
for the use of and reliance by the  
City of Weston only:

By:   
Jamie Alan Cole, City Attorney  
7<sup>th</sup> day of March, 2016

SECOND ADDENDUM TO THE AGREEMENT BETWEEN THE CITY OF WESTON AND ASHBRIIT, INC. FOR DISASTER RECOVERY SERVICES - PRIME CONTRACTOR

ASHBRITT, INC.

By:

  
John Noble, Chief Operating Officer  
15 day of MARCH, 2016

WITNESSES:

KELLY BECKMANN

Kelly Beckmann  
Print Name

Christopher Holsinger

Ch Holsinger  
Print Name

SECOND CONTRACTOR

**Contract:** RFP 2006-04 Disaster Recovery Services  
**Vendor:** AshBritt  
**Date:** 6/23/2006  
**Expires:** 6/23/2011  
**Options:** Two - 5 year renewals

Item No.	Description of Item		0.86%	2.50%	0.46%	TBD
			6/1/13 thru 5/30/14	6/1/14 thru 5/30/15	6/1/15 thru 5/30/16	6/1/16 thru 5/30/17
1	First Response (Emergency Road Clearance)					
2	Debris Collection from Public rights-of-way, stump removal mitigation, TDSR site management, separate and reduced grinding, load and transport processed/ground debris at C&D to final disposal ( 0-25 miles )	30	\$27.53	\$28.22	\$28.35	
3	Transporting processed debris to final disposal ( > 25 miles ) tipping fee is a pass thru cost.	34	\$0.034	\$0.035	\$0.035	
4	Technical Assistance		N/C	N/C	N/C	
5	Project Management		N/C	N/C	N/C	
6	Hazard and Debris Removal from Canals and Waterways debris staged for collection as ROW debris)					
6 (a).	Barge with Winch (Crew of 2)	.43	\$5,617.32	\$5,757.76	\$5,784.24	
6 (b).	Shallow Draft Landing Craft (Crew of 2)	.10	\$9,248.96	\$9,480.19	\$9,523.80	
6 (c).	After review of waterways AshBritt will prepare a lump sum to remove storm generated debris		Incident Specific	Incident Specific	Incident Specific	
7	Sand collection, screening, and transport to beach	.87	\$9.96	\$10.21	\$10.25	
8	Beach Restoration	-	\$ -	\$ -	\$ -	
9	Demolition of Unsafe Structures (wood)	.32	\$2.34	\$2.40	\$2.41	
10	Demolition of Unsafe Structures (concrete)	.48	\$3.51	\$3.60	\$3.62	
11	Hazardous Waste Collection					
11 (a).	Hazardous Waste Collection (flamable solids)	.10	\$697.04	\$714.47	\$717.75	
11 (b).	Hazardous Waste Collection (flamable liquids)	.72	\$556.46	\$570.37	\$573.00	
11 (c).	Hazardous Waste Collection (pesticides)	.72	\$556.46	\$570.37	\$573.00	
11 (d).	Hazardous Waste Collection (paint related materials)	.72	\$556.46	\$570.37	\$573.00	
11 (e).	Hazardous Waste Collection (oxidizer liquids or solids)	.09	\$849.33	\$870.57	\$874.57	
11 (f).	Hazardous Waste Collection (corrosives-acids/bases)	.79	\$615.04	\$630.41	\$633.31	
12	White Goods Collection	.27	\$52.72	\$54.04	\$54.28	
13	Freon Removal from cooling motors	.50	\$76.15	\$78.05	\$78.41	
14	Fire Suppression Support	-	\$ -	\$ -	\$ -	
The following items are available through State and Federal government through our teaming partners. Pricing for these items will not exceed the						
15	Emergency Delivery of Potable Water	%	Cost + 23%	Cost + 23%	Cost + 23%	
16	Emergency Delivery of Ice	%	Cost + 23%	Cost + 23%	Cost + 23%	
17	Temporary Sanitation, Showers, Kitchens	%	Cost + 23%	Cost + 23%	Cost + 23%	
18	Temporary Satellite Communication (satellite phones)	%	Cost + 23%	Cost + 23%	Cost + 23%	



Date January 28, 2016

Mr. Karl Thompson, P. E.  
Director of Public Works  
City of Weston  
2599 South Post Road  
Weston, Florida 33327

Re: Agreement for Disaster Recovery Services  
City of Weston RFP No. 2006-04

Dear Mr. Thompson:

The first five (5) year renewal term of the agreement between the City of Weston and Ashbritt, Inc. for Disaster Recovery Services expires on June 19, 2016. Section 2.2 of the agreement provides an option to renew the agreement for an additional five (5) year term if the Owner and Contractor agree.

This letter is to confirm that Ashbritt, Inc. would like to renew the agreement with the City of Weston for an additional five (5) year term.

Ashbritt, Inc. further understands that this renewal must also be approved by the Weston City Commission.

Sincerely,

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

John Noble, Chief Operating Officer  
Ashbritt, Inc.  
#62636v1