

Meeting Date
12/20/16



AGENDA	
Section	Consent
Item No.	II. A. 8

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Request that the Board of County Commissioners approve a waiver of the bidding process and approval of a purchase order for NuTerra Se. Fl. Organics LLC.
DEPT/OFFICE:	Solid Waste Management Department

Requested Action:

It is requested that the Board of County Commissioners approve a waiver of the bidding process and proceed to issue a purchase order based on three quotes for the disposal of hurricane related mulch generated in the south end of the county. FEMA should contribute about 75% of the cost of disposal.

Summary Explanation & Background:

As part of the process of collection for hurricane derived vegetative material the debris is mulched and disposed of through approved methods. The methods that the County normally used for the excess mulch are not able to process the amount of material that the storm has generated. During a normal year the Department sends about 30,000 tons of material to the Wheelabrator Facility throughout the year. The storm has generated about 20,000 tons of material stored at the Sarno Landfill and 12,000 ton at the Valkaria temporary site. These numbers are in excess of the normal material that is generated.

The debris has to be moved from the temporary sites within a determined time (as of now 01/01/2017) which means that we need a final disposal site for the mulch. The mulch generated in the north area will be disposed by means of land applying and storage at the Central Disposal Facility. In the south, the landfill does not use as much mulch and the excess (which is the majority) is shipped to either the Central Disposal Facility or Wheelabrator for conversion to electricity.

We have compared the NuTerra price of \$11.00 a ton from Sarno Road Landfill and \$10.00 a ton from Valkaria to the existing Omni Waste price of 25.50 a ton. We have also compared it to a quote received from Southeast Moving LLC which was \$6.50 a cubic yard. This amount converted to tons would come to \$26.00 a ton.

Fiscal Impact:

The total estimated amount is at least \$340,000.00. For debris generated by the storm FEMA contributed about 75% of the cost with the state contributing 12.5%. This would leave 12.5% to be paid out of the local jurisdiction.

Clerk to the Board Instructions:

Exhibits Attached:

Contract /Agreement (If attached):		Reviewed by County Attorney	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager		Assistant County Manager						
Stockton Whitten		Assistant County Manager						



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

December 21, 2016

M E M O R A N D U M

TO: Euri Rodriguez, Solid Waste Management Director

RE: Item II.A.8., Waiver of the Bidding Process and Approval of Purchase Order for Nu Terra Se. Fl. Organics LLC

The Board of County Commissioners, in regular session on December 20, 2016, approved a waiver of the bidding process and to proceed to issue a purchase order with Nu Terra Se. Fl. Organics LLC, based on three quotes for the disposal of hurricane related mulch generated in the south end of the County; and Federal Emergency Management Agency (FEMA) should contribute about 75 percent of the cost of disposal.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

cc: Finance
Budget



BOARD OF COUNTY COMMISSIONERS

Solid Waste Management Department

2725 Judge Fran Jamieson Way
Building A, Room 118
Viera, FL 32940

Inter-Office Memo

December 5, 2016

TO: Stockton Whitten, County Manager

THRU: Euripides Rodriguez, Director
Solid Waste Management Department

FROM: Joseph Hacker, Special Projects Coordinator II

Subj: Justification to use NuTerra under a Purchase order

NuTerra Se. Fl. Organics LLC, provides services to include hauling, storage and disposal of vegetative waste.

NuTerra (vendor #15146) provides the county with the most cost saving method of hauling and disposing of hurricane debris mulch of any current vendors. The vendor currently quoted us at \$11 a ton from our Sarno landfill and \$10.50 a ton at our temporary collection site in Valkaria.

Limited suppliers to handle this amount of vegetative mulch generated by Hurricane Matthew and their cost of hauling and disposal makes NuTerra the most cost effective choice during this emergency debris removal.

OMNI Waste which removes our C/D material primarily could remove our mulch but at a cost of \$25.50 a ton for hauling and disposal. This price is more than double the price that NuTerra has quoted. Also, Southeast Mowing LLC quoted Brevard County for mulch removal and disposal at \$6.50 a cubic yard which equates to roughly \$26 a ton.

Due to the limited number of vendors that supply this service and in addition to the rare occurrence for the need to have this amount of debris removed (last Hurricane 2004/05) makes using NuTerra through a purchase order the logical and most cost saving approach for Brevard County during this hurricane clean-up effort.

For these reasons we ask that this purchase order be approved. If you have any questions regarding this task please contact Euripides Rodriguez at 633-2042.

/jjh

PURCHASE REQUISITION AND APPROVAL

DATE	ORIGINATING DEPT REQUESTOR NAME	Solid Waste Management Joseph Hackert	REQUIRED DELIVERY DATE	12/12/16	DELIVER MATERIAL TO: STORAGE LOC #	Solid Waste Building A First Floor 2725 Judge Fran Jamieson Way Viera, FL 32940	VENDOR INFO: OR VENDOR #	Nu TerraSE FL Organics LLC 6621 Southpoint Drive NE Jacksonville FL 32255 Vendor #15146
LINE ITEM	BUS AREA	COST CTR	G/L ACCT	DESCRIPTION (If more than 10 lines, attach a separate sheet)	QTY	UNIT	UNIT PRICE	EXT'D PRICE
1	4110	361080	5340000	To Haul and Dispose of vegetative mulch from Hurricane Matthew from Valkaria.	1	PU	\$120,000.00	\$120,000.00
2	4110	361080	5340000	To Haul and Dispose of vegetative debris from Sarno Landfill	1	PU	\$220,000.00	\$220,000.00
3								
4								
5								
6								
7								
8								
9								
10								
TOTAL COST								\$340,000.00

Detailed description of Service/Commodity and justification:
 \$11per/ton to haul and dispose at NuTerra SE FL site in Fellsmere from Sarno landfill
 \$10per ton to haul and dispose at NuTerra SE FL from Valkaria temporary mulch site.
 Anything more than 1000tons price drops from \$111ton to \$10.50 a ton at the Sarno location. Valkaria will remain the same

CHECK APPROPRIATE ACTION FOR REQUISITIONS

JUSTIFICATION ATTACHED. (REQUIRED FOR ALL CAPITAL PURCHASES)

PROPERTY RECORD NUMBER IF ADDITION TO EXISTING ASSET, REPLACEMENT OR TRADE-IN:

INFORMATION AND COMMUNICATIONS EQUIPMENT: (BCC-25 REQUIRES PRIOR APPROVAL FROM IS/COMMUNICATION SYSTEMS DEPT.)
 APPROVAL: _____ DATE: _____

SAFETY EQUIPMENT: (BCC-25 REQUIRES PRIOR APPROVAL FROM RISK MANAGEMENT.)
 APPROVAL: _____ DATE: _____

VALUE IS ESTIMATED TO EXCEED \$15,000: ALL ACTIONS REQUIRE COUNTY MANAGER OR DESIGNEE SIGNATURE BELOW.

VALUE IS ESTIMATED TO EXCEED \$35,000: BOARD ACTION LETTER AND AGENDA ITEM MUST BE ATTACHED.
 Check appropriate action for Requisitions over \$15,000.

Permission to Quote

Proprietary Purchase (Single Distributor, Patent Number, etc. attach documentation)

Permission to Purchase from STATE, Cooperative Bids/Contracts (attach documentation)

Sole Source/Only Known Source (attach documentation)

Permission to Repair (Facilities/Equipment)

Other (please describe)

Permission to Initiate Emergency Purchase

APPROVAL SIGNATURE: _____ COUNTY MANAGER/ASST. COUNTY MANAGER Approved Disapproved

DATE: 12/1/2016 DATE: _____ P.O. # 10090038

**FIRST AMENDMENT TO
CONTRACT**

This First Amendment to Contract ("Amendment") is made and entered into as of the 9th day of November, 2016, by and between OMNI WASTE OF OSCEOLA, LLC ("Contractor") and the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA (the "County"). Contractor and the County are each individually referred to herein as a "Party" and collectively as the "Parties". Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement (as defined below).

BACKGROUND

A. WHEREAS, Contractor and the County entered into a certain Contract (Class III Waste Disposal Services: South Brevard, Solid Waste Management Department) ("Agreement") dated September 10, 2015; and

B. WHEREAS, the Parties now desire to amend the Agreement to modify the services, the compensation schedule, and other provisions, all as specified herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and obligations as set forth in this Amendment, the receipt and adequacy of which is hereby agreed to and acknowledged, the Parties hereto agree as follows:

1. Amendment to Item b. of the "SCOPE OF WORK" section of the Agreement. Item b. of the "SCOPE OF WORK" section of the Agreement is hereby deleted in its entirety and replaced with the following:

"b. Upon request from the County, the Contractor shall haul Class III solid waste and/or vegetative waste from the 3379 Sarno Road, Melbourne Florida 32934 site to the facility located at 1501 Omni Way, St. Cloud, FL. 34473 *provided, however*, Contractor does not guaranty any minimum amount of hauls or availability of trucks or drivers."

2. Amendment to the "COMPENSATION" section of the Agreement. The "COMPENSATION" section of the Agreement is hereby deleted in its entirety and replaced with the following:

"COMPENSATION: The County agrees to pay the Contractor compensation for work actually performed and completed in accordance with the rates below. The rates shall be accepted by the Contractor as full compensation for all such work.

Description of Services	Unit Price / Ton
Disposal of Class III material delivered	\$22.00
Disposal of vegetative debris delivered to	\$17.00
Debris hauling from County's 3379 Sarno Road, Melbourne Florida 32934 site utilizing Bulk Express Trucking	\$8.50 (plus disposal)

3. Counterparts. This Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

4. Ratification. All terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect.



South East Mowing, LLC

Dustin C. Cooper
President

1992 Highway 75
Blountville TN, 37617
Phone: 423-323-1224
Fax: 423-323-1229
dcooperse@gmail.com

Deborah Lugar
Assistant Director
Brevard County Solid Waste Mgmt. Dept
2725 Judge Fran Jamieson Way, A-118
Viera FL 32955
Email: Deborah.lugar@brevardfl.gov

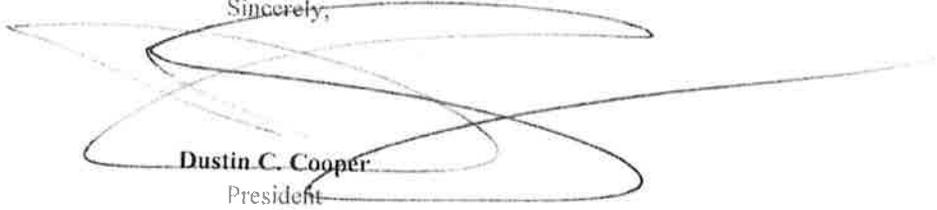
December 2, 2016

RE: Proposal

To whom this may concern,

South East Mowing, LLC is interested in the haul out and disposal of the mulch generated from the South Beaches Temporary Debris Storage Site. The fee for both haul out and disposal will be \$6.50 per CY. The accepting disposal site information will be given upon request after an intent to award notice has been received by South East Mowing, LLC from Brevard County.

Sincerely,


Dustin C. Cooper
President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Trustpoint Insurance, LLC 425 State Street Suite 307 Bristol VA 24201		CONTACT NAME: Jamie Rock, CIC PHONE (A/C, No, Ext): (800) 779-8021 E-MAIL ADDRESS: jrock@trustpointins.com FAX (A/C, No): (888) 872-5496															
INSURED South East Mowing, LLC 1992 Highway 75 Blountville TN 37617		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Selective Insurance Company of</td> <td>19259</td> </tr> <tr> <td>INSURER B: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Selective Insurance Company of	19259	INSURER B: Hartford Fire Insurance Company	19682	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Selective Insurance Company of	19259																
INSURER B: Hartford Fire Insurance Company	19682																
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 16-17 Master COI **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR I TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			S 2023380	4/22/2016	4/22/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			S 2023380	4/22/2016	4/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			S 2023380	4/22/2016	4/22/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	14WECEH5264	4/29/2016	4/29/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE B Robertson, CIC/STL <i>[Signature]</i>