### City of South Daytona

### Office of the City Manager

1672 S. Ridgewood Avenue • South Daytona, FL 32119 • 386/322-3014



### **MEMORANDUM**

To: James L. Gillis Jr., City Manager From: Becky Witte, Deputy City Clerk

Re: Consideration of approving the first, one (1) year extension of the Emergency

Debris Hauling and Disposal Contracts with CrowderGulf, Ceres Environmental

Services, and Philips & Jordan.

Date: March 6, 2024

In 2019 the City partnered with Holly Hill and New Smyrna Beach on two RFPs for Emergency Debris Monitoring and Debris Hauling and Disposal. The term of the Contract was for five (5) years from the date of award with five (5), one (1) year renewal options. The contracts expire in June 2024. Staff contacted the awarded Emergency Debris Monitoring and Debris Hauling and Disposal companies to request the first, one (1) year renewal (ending June 10, 2025).

In the event of a natural disaster, having multiple debris hauling companies ensures that there are enough resources available to quickly and effectively clean up debris and restore normalcy to the City. In 2022, the City utilized the services of CrowderGulf while Holly Hill utilized Philips & Jordan. These two companies did an excellent job in our respective cities as compared to relying on a sole source to complete the cleanup in both municipalities.

Staff recommends the City Council approve the first, one (1) year extension of the Emergency Debris Hauling and Disposal Contracts with CrowderGulf, Ceres Environmental Services, and Philips & Jordan.



1.

City Attorney

#### **ADMINISTRATIVE OFFICE**

5629 Commerce Blvd East Mobile, AL 36619

**OFFICE**: 800-992-6207 **FAX**: 251-459-7433

## CONTRACT RENEWAL FOR EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES

WHEREAS, the City of South Daytona (City) requested proposal for PROFESSIONAL EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES, via RFP 19-PW-16; and

WHEREAS, the City accepted the qualifications of Crowder Gulf Joint Venture Inc.; and

WHEREAS, the parties desire to enter into the first of five, one (1) year optional renewals of the contract Pursuant to the RFP 19-PW-16

The City and Crowder Gulf Joint Venture Inc., agree to all the terms and conditions as stated and

NOW, THEREFORE, THE CITY AND CROWDER GULF JOINT VENTURE Inc., AGREE AS FOLLOWS:

contained in the Emergency Debris Hauling & Disposal Agreement, RFP 19-PW-16, including, any/all Attachments, Addenda, and the firm's Request for Proposals response submitted, each being by reference

	orated herein. The respective rights and ne City's RFP, the RFP Response of the fire		ons of the parties shall be determined in accordance Florida law.
	The term of this contract renewal agrent,, 2024, and		hall commence upon the final signature on this one-year renewal.
CITY O	F SOUTH DAYTONA		CROWDER GULF JOINT VENTURE INC.
Ву:	William Hall, Mayor	Ву:	Ashley Ramsay-Naile, President
Date: _		Date:	
Attest:	Becky Witte, Deputy City Clerk		
APPRO	OVED AS TO CORRECTNESS AND FORM:		

Date \_\_\_\_\_

### FIRST RENEWAL AGREEMENT

$\mathbf{T}$	HIS	<b>FIRST</b>	RE	NEWA	L AGRE	<b>EMEN</b>	T, dated	this				
day of					2024, is en	itered i	nto by a	nd be	tween	the CI	TY	OF
SOUTH	DA	YTONA	, FL	ORID	A, a polit	tical su	bdivision	n of	the Sta	ate of	Flor	ida,
hereinafte	er 1	referred	to	as	"CITY";	and	PHILI	<b>LIPS</b>	ANI	) JO	RDA	AN,
INCORP	ORA	ATED,	a f	oreign	for-prof	it corp	oration	herei	nafter	referre	d to	as
"CONTR	RAC	TOR "		Ü	-	•						

### WITNESSETH

WHEREAS, the CITY and CONTRACTOR entered into an agreement dated June 11, 2019, pursuant to the Joint Procurement for Emergency Disaster Debris Hauling & Disposal Request for Proposal No. 19-PW-16, together with all exhibits, attachments, and addenda are incorporated into this agreement as if fully set forth herein (the "Agreement");

WHEREAS, the initial term of the Agreement was for a five (5) year period beginning June 11, 2019, and ending June 10, 2024; and

WHEREAS, pursuant to the terms of the Agreement there are five (5), one (1) year renewal options.

WHEREAS, the Parties agree and would like to exercise the first of these five (5), one (1) year renewal options

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, additional to those heretofore made, the Agreement is hereby modified as follows:

- 1. The WHEREAS clauses are incorporated herein as true and correct.
- 2. The Agreement is renewed of period from June 11, 2024, to June 10, 2025
- 3. That as a result of this first renewal there remain four (4), one year renewal options.
- 4. All other terms and conditions, not modified as set forth herein, of the Agreement are hereby reaffirmed in their entirety.
- 5. The parties agree that this First Renewal Option and all documents associated with the transaction contemplated herein may be executed by electronic signatures.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this FIRST RENEWAL to be executed below by their duly authorized representatives.

PHILLIPS AN	D JORDAN, INC.	CITY OF SOUTH DAYTONA, FLORIDA			
BY:		BY:			
	(printed name)		(printed name)		
DATE:		DATE:			

# CONTRACT RENEWAL FOR EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES Ceres Environmental Services, Inc.

WHEREAS, the City of South Daytona (City) requested proposal for PROFESSIONAL EMERGENCY DEBRIS HAULING & DISPOSAL SERVICES, via RFP 19-PW-16; and

WHEREAS, the City accepted the qualifications of Ceres Environmental Services Inc.; and

WHEREAS, the parties desire to enter into the first of five, one (1) year optional renewals of the contract Pursuant to the RFP 19-PW-16

NOW, THEREFORE, THE CITY AND CERES ENVIRONMENTAL SERVICES Inc., AGREE AS FOLLOWS:

- 1. The City and Ceres Environmental Services Inc., agree to all the terms and conditions as stated and contained in the Emergency Debris Hauling & Disposal Agreement, RFP 19-PW-16, including, any/all Attachments, Addenda, and the firm's Request for Proposals response submitted, each being by reference incorporated herein. The respective rights and obligations of the parties shall be determined in accordance with the City's RFP, the RFP Response of the firm, and Florida law.

**END OF CONTRACT FOR SERVICES**