

TAB 10



City of Palmetto Agenda Item

Meeting Date

8/6/12

Presenter: Jim Freeman

Department: City Hall

Title: Disaster Response Services

The 2011 contract for disaster recovery services has expired. In accord with the purchasing ordinance, and FEMA regulations, the Purchasing Department City issued two RFP's for Debris Monitoring and Debris removal on June 14, 2012. Response were received on July 12, 2012. The removal services consist of clean up, demolition, removal, reduction and disposal of debris resulting from a storm event. The monitoring services are necessary to insure Federal emergency plans and debris removal contract requirements are met by removal contractor, and to insure the debris management plan and contracts are effectively and efficiently implemented.

A committee of five (5) individuals reviewed responses for both RFPs and have recommended contracting with O'Brien's Response Management for Debris monitoring. The Committee recommends contract with three (3) debris removal companies in the following priority. They are recommending three (3) vendors in case one of the vendors has trouble meeting all of the needs associated with a disaster. Ceres-1st choice, Crowder Gulf- 2nd choice, Omni-3rd choice. A copy of the summary ranking sheets are attached for your review. We have also included a proposed contract that staff will finalize with the vendor in the coming weeks.

A copy of the RFPs are posted on the City Website for your review. In addition, the individual responses for each vendor are on file with the City Clerk and in Laserfiche. Please let me know if you would like hard copies of any of the documents.

Budgeted Amount: NA **Budget Page No(s):** **Available Amount:** **Expenditure Amount:** Unknown

Additional Budgetary Information: Expenses associated with debris cleanup would be eligible for reimbursement from FEMA or paid from City reserves

Funding Source(s): FEMA and City Reserves **Sufficient Funds Available:** Yes No **Budget Amendment Required:** Yes No **Source:**

City Attorney Reviewed: Yes No N/A **Advisory Board Recommendation:** For Against N/A **Consistent With:** Yes No N/A

Motion/Direction Requested:
Motion to approve and authorize the Mayor to execute a contract between the City and Obrien's Response Management for debris monitoring services.
Motion to approve and authorize the Mayor to execute separate contracts between the City and Ceres, Crowder Gulf, and Omni for debris removal services

Staff Contact: Nixa Haisley Purchasing Agent 723-4570 Ext 7112

Attachments:
Removal Project: Summary Scoring Sheet, Ceres, Crowder Gulf, and Omni Debris Removal Contracts
Monitoring Project: Summary Scoring Sheet, O'Brien's Response Management Contract

AGREEMENT FOR DISASTER MONITORING SERVICES

THIS AGREEMENT made and entered into this ____ day of _____, 2012, by and between the City of Palmetto, a Florida municipality located in Manatee County, hereinafter referred to as "CITY" and O'BRIEN'S RESPONSE MANAGEMENT INC, hereinafter referred to as "CONTRACTOR."

WHEREAS, the CITY lies on the west coast of the State of Florida and, as such, may experience massive destruction wrought by the impact of a hurricane landfall, violent storms spawning tornadoes as well as other natural and/or manmade disasters, hereinafter referred to as "EVENTS."

WHEREAS, it may be necessary to provide for Debris Monitoring and disaster recovery technical assistance to the CITY after the occurrence of such Events; and

NOW, THEREFORE, the CITY has determined that the CONTRACTOR is qualified to provide disaster monitoring services to the City, as described in detail herein, said parties hereto agree as to the following:

SCOPE OF SERVICES

Monitoring Services are necessary to insure Federal emergency plans and debris removal contract requirements are met by monitoring the debris removal from public access roads, rights-of-way and public property, and the debris management sites, and to insure the debris management plan and contracts are effectively and efficiently implemented. The CITY will assign a Debris Operations Supervisor and will establish and staff a Debris Operations Base, which will provide overall coordination with the Debris Removal Contractor and the Debris Monitoring Contractor.

CONTRACTOR agrees to provide disaster debris monitoring services to include debris generated from the public rights-of-way, eligible private property, drainage areas/canals, waterways and other public, eligible or designated areas within 48 hours of notification, and shall provide an adequate number of professional, qualified personnel to monitor debris zones and management sites within the City jurisdictional boundaries.

CONTRACTOR agrees to provide debris monitors seven (7) days a week for a minimum of twelve (12) hour shifts, during visible hours only (dawn to dusk) OR the same schedule maintained by the Debris Removal Contractor.

Additionally, the scope of services shall include the items listed in the Debris Monitoring Services Request for Proposal, and attached herein and incorporated into this agreement and hereinafter referred to as the "SERVICES."

SERVICES AND FACILITIES

Except as otherwise specifically stated in this Agreement, the CONTRACTOR shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the SERVICES within the time specified in the Notice to Proceed as agreed upon by both parties.

NOTICES TO PROCEED

The Contractor shall, after Notice to Proceed and with the CITY'S direction, provide a work plan showing where and when operations will begin; the plan will be updated each day of operation. Each Notice to Proceed shall specify the period of service and the specific services to be provided.

PERMITS AND REGULATIONS

The CONTRACTOR is to secure and pay for all permits, licenses, and certificates or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of SERVICES under this Agreement.

SUPERVISION BY CONTRACTOR

The CONTRACTOR shall supervise and direct all SERVICES. The CONTRACTOR is solely responsible for the means, methods, techniques, sequences, safety program and procedures. The CONTRACTOR shall take reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, its employees on the job, and others. The CONTRACTOR shall comply with all applicable provisions of federal, state, and municipal safety laws, insurance requirements, standard industry practices, the requirements of the operations and this contract. The CONTRACTOR, directly or through its subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of the work, necessary safeguards for the safety and protection of the public, including securing areas, posting danger signs, placarding, labeling, or posting other forms of warning against hazards.

When use of hazardous materials or equipment or unusual methods are necessary for execution of the work, or when the work includes the cleanup, remediation, and/or removal of bio-solids, bio-hazardous waste, or any hazardous or toxic materials, trash debris, refuse, or waste, the CONTRACTOR, its subcontractor(s) and their employees shall be trained and certified as required in the proper handling, use and care of equipment, materials, and hazardous operations, and shall exercise the utmost care and perform such activities under the supervision of properly qualified and/or competent personnel.

TERM OF AGREEMENT

The term of this Agreement shall be for five years beginning on the date of execution by both parties, but may be extended by written agreement of the parties. Either party may terminate the Agreement for convenience upon thirty (30) days written notice.

INSURANCE

Prior to commencing work CONTRACTOR shall provide the CITY a Certificate of Insurance evidencing all required coverages as listed in the Debris Monitoring Services Request for Proposal. CONTRACTOR shall name the CITY as additional insured on CONTRACTOR'S insurance policies. CONTRACTOR'S certificate shall include the following insurance limits:

Worker's Compensation –

Statutory Limits and Employer's Liability Insurance - \$1,000,000

General Liability –

One Million Dollars \$1,000,000 per occurrence, to include personal advertising injury

Professional Liability (Errors and Omissions) Insurance –

\$1,000,000 per occurrence on dedicated project with a deductible (if applicable) not to exceed \$25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible;

Automobile –

One Million Dollars \$1,000,000 combined single limit bodily injury & property damage.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in certificates of insurance, which provide that the CITY shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. New certificates of insurance are to be provided to the CITY at least fifteen (15) days prior to coverage renewals. Receipt of Certificates or other documentation of insurance or policies or copies of policies by the CITY or by any of its representatives, which indicate less coverage than is required shall not constitute a waiver of CONTRACTOR’S obligation to fulfill the insurance requirements herein.

INDEMNIFICATION

CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney’s fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of CONTRACTOR, its officers, employees, agents, and representatives. CONTRACTOR’S liability hereunder shall include all attorney’s fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of CONTRACTOR against the CITY and CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

WARRANTY OF TITLE AND WAIVER OF LIEN

The CONTRACTOR shall not at any time suffer or permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise by any person or persons whomsoever to remain on file with the CITY against any money due or to become due for any work done or materials furnished under this Agreement or by any reason or claim or demand against CONTRACTOR. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Agreement.

SUBCONTRACTING

The CONTRACTOR shall be full responsible to CITY for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons employed by it.

The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the SERVICES and give the CONTRACTOR the same powers regarding terminating any subcontract that the CITY may exercise over the CONTRACTOR under any provisions of this Agreement.

Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the CITY. The CONTRACTOR shall supply the names and addresses of subcontractors and materials suppliers with ten (10) days, upon request by the CITY.

The CONTRACTOR shall not use a subcontractor or material supplier if the CITY has submitted to CONTRACTOR a written objection to that subcontractor, and shall make all reasonable attempts to subcontract with local firms currently doing business within the CITY and/or Manatee County, Florida. All subcontractors will operate in strict accordance with local State, and Federal laws governing this type of work.

CITY OBLIGATIONS

The CITY shall furnish all information and documents necessary to complete the work as described in each Notice to Proceed. A representative will be designated by the CITY to be the primary contact person for inspecting the work and answering any on-site questions prior to and after activation of this Agreement via a Notice to Proceed. Providing inspectors for the monitoring of debris operations shall be the responsibility of the CITY, as required by Federal law and policy governing those specific operations.

The CITY's Authorized Representative shall be Javier Vargas, Superintendent of Public Works.

PAYMENT

The CITY shall pay the CONTRACTOR for the performance of this Agreement and satisfactory completion of the project in accordance with the prices as specified in CONTRACTOR'S response to the Debris Monitoring Services Request for Proposal, and attached herein and incorporated into this agreement. Partial payment requests based on the amount of work completed shall be allowed and will be made within thirty (30) days after the work being billed is accepted by the CITY'S Authorized Representative.

AUDIT

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract. The CITY shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the CONTRACTOR'S place of business to the CITY for purposes of inspection, reproduction and audit without restriction.

ENTIRE AGREEMENT

This Agreement and the entire Debris Monitoring Services Request for Proposal response, referenced herein, contain the entire agreement of the parties, and there are no other binding promises or conditions in any other agreement whether oral or written.

JURISDICTION/VENUE

The laws of the State of FLORIDA shall govern this Agreement. Venue for any action arising under this Agreement shall be in Manatee County, FLORIDA.

CITY OF PALMETTO

By: _____
Shirley Groover Bryant, Mayor

Date: _____

ATTEST:

Jim Freeman, City Clerk

ON BEHALF OF:

OBRIEN'S RESPONSE MANAGEMENT INC

By: _____

Title: _____

ATTEST:

Secretary

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2012
by _____, as _____ of _____
a _____ Limited Liability Corporation, on behalf of the Corporation. He/she is
personally known to me or has produced _____ as identification.

Notary Public