

TAB 11



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: Budget Page No(s): Available Amount: Expenditure Amount:

Additional Budgetary Information:

Funding Source(s): 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:

Staff Contact:

Attachments:



CITY OF PALMETTO Request for Proposals Summary Form

Disaster Removal Services DRS0612

Firm	Amber	Cheryl	Bob	Mike	Javier	Total	Average
AshBritt	3.61	4.75	3.70	4.60	3.98	20.64	4.13
Asplundh	4.01	3.19	4.18	4.25	3.78	19.40	3.88
Bergeron	3.88	3.60	3.45	4.40	3.23	18.55	3.71
Byrd	4.63	4.46	3.70	4.30	3.53	20.61	4.12
Ceres	4.78	4.71	4.33	5.00	3.80	22.61	4.52
D & J Enterprises	4.34	3.46	4.48	5.00	3.95	21.23	4.25
DRC Emergency Services	4.11	4.25	3.70	3.70	3.75	19.51	3.90
Crowder Gulf	4.48	4.35	4.40	4.60	4.00	21.83	4.37
Omni	4.43	4.46	3.85	4.75	3.88	21.36	4.27
Phillips & Jordan	3.93	4.03	3.70	4.70	3.73	20.08	4.02
TAG Grinding Services	4.63	4.00	3.85	4.20	3.55	20.23	4.05
TFR Enterprises	4.35	3.73	3.93	4.05	3.80	19.85	3.97



AGREEMENT FOR DISASTER RECOVERY 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 CERES ENVIRONMENTAL SERVICES, 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 removal 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 recovery services to the City, as described in detail herein, said parties hereto agree as to the following:

SCOPE OF SERVICES

It is the intent of this Agreement for the CONTRACTOR to remove as quickly as possible all hazards to life and property resulting from an event in the CITY. Clean up, demolition and removal will be limited to (1) that which is determined to eliminate immediate threats to life, public health, and safety; (2) that which has been determined to eliminate immediate threats or significant damage to improved public or private property, and; (3) that which is considered essential to ensure economic recovery of the affected community to the benefit of the community-at-large.

Additionally, the scope of services shall include the items listed in the Debris Removal 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 operations will begin and which streets/roads will be cleared on a daily basis. 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.

Within seven (7) days of written Notice to Proceed, the CONTRACTOR shall furnish a payment and performance bond with a carrier(s) duly licensed and authorized to do business in the State of Florida. The bond will be issued for \$10,000,000.00, the estimated value of the contract, to

assure faithful performance and timely payments to all persons providing labor, materials or supplies used in the performance of the work.

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 Removal 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 of the State of Florida (or the applicable State at the time of an event);

General Liability –

One Million Dollars (\$1,000,000.00) any single occurrence and \$2,000,000 aggregate.

Additional Liability Umbrella –

Five Million Dollars (\$5,000,000.00) per occurrence;

Automobile –

One Million Dollars (\$1,000,000.00)

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

All subcontractors, suppliers, or other persons or organizations (including those who are able to furnish the principal items of materials or equipment) shall be submitted to the CITY for acceptance if requested by CITY. The CITY'S acceptance, in writing, of any such subcontractors, suppliers, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case the CONTRACTOR shall submit an acceptable substitute. No acceptance by the CITY of any such subcontractor, supplier, or other person or organization shall constitute a waiver of any right of the CITY to reject defective work.

The CONTRACTOR shall be fully responsible to the CITY for all acts and omissions of the subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the SERVICES under a direct or indirect contract with the CONTRACTOR just as the CONTRACTOR is responsible for the CONTRACTOR'S own acts and omissions. Nothing in the resulting contract documents shall create for the benefit of any such subcontractors, suppliers, or other persons, or organizations, any contractual relationship between the CITY and any such subcontractors, suppliers, or other persons or organizations, nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any money due any such subcontractors, suppliers, or other persons, or organization, except as may otherwise be required by laws and regulations.

The CONTRACTOR shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work under a direct or indirect contract with the CONTRACTOR. The CONTRACTOR shall require all subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work to communicate with the CITY through the Contractor.

All work performed for the CONTRACTOR by a subcontractor or supplier shall be pursuant to an appropriate agreement between the CONTRACTOR or and the subcontractor or supplier that specifically binds the subcontractor or supplier to the applicable terms and conditions of the resulting contract for the benefit of the CITY.

The CONTRACTOR will provide a subcontract plan including a clear description of the percentage of the work they may subcontract out and a list of subcontractor they plan to use.

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 Removal 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 fifteen (15) days after the work being billed is accepted by the CITY'S Authorized Representative.

Billing statements or invoices should include company name and address, locations of where work has been performed, reconciliation sheets for each day's work, and support documentation as required. Payment will be made only for debris that FEMA determines eligible. The CITY will not pay costs over and above FEMA reimbursement. The successful CONTRACTOR will be responsible for all work and/or debris deemed ineligible. Retainage will be withheld from each contract payment in the amount of ten (10 %) percent. Retainage will be released upon the completion of the project including the resolution of all complaints, but not sooner than 90 days after the completion of all contract work to insure timely completion of the project and/or discovery of damage to public or private property. Contractor shall also submit executed lien. If Retainage exceeds Two Million (\$2,000,000) Dollars, it shall no longer be collected or withheld.

CONTRACTOR must submit invoices regularly and for no more than 30-day periods. Invoices submitted for payment shall be accompanied by an electronic worksheet, in Microsoft Excel format, which includes information contained in the approved worksheets and/or debris ticket. The final format of the daily worksheet and information to be contained will be approved and agreed upon by the CONTRACTOR and the CITY. Any discrepancies between the CITY records and the CONTRACTOR submittals must be rectified, to the CITY'S satisfaction, by the CONTRACTOR, before payment on those items will be made by the CITY. CONTRACTOR shall computerize all tickets daily and present to the CITY as a summary reconciliation document within (48) hours of the daily completion of the work. CONTRACTOR shall note that thousands to tens of thousands of tickets may be produced per day and CONTRACTOR plans and computer program must encompass such potential volumes.

AUDIT

The CONTRACTOR shall maintain adequate records, documents, and information to justify all charges, expenses and costs incurred in performing the work for at least five (5) years after completion of this contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection, reproduction, audit, and/or during normal business hours, at the CITY'S expense, upon five (5) days prior written notice.

ENTIRE AGREEMENT

This Agreement and the entire Debris Removal 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:

CERES ENVIRONMENTAL SERVICES, 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

AGREEMENT FOR DISASTER RECOVERY 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 CROWDERGULF JOINT VENTURE, 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 removal 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 recovery services to the City, as described in detail herein, said parties hereto agree as to the following:.

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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.

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SUBCONTRACTING

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The CONTRACTOR shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work under a direct or indirect contract with the CONTRACTOR. The CONTRACTOR shall require all subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work to communicate with the CITY through the Contractor.

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

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ENTIRE AGREEMENT

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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:

CROWDERGULF JOINT VENTURE, 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

AGREEMENT FOR DISASTER RECOVERY 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 OMNI PINNACLE, LLC, 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 removal and disaster recovery technical assistance to the CITY after the occurrence of such Events; and

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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 Removal 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 of the State of Florida (or the applicable State at the time of an event);
- General Liability –
One Million Dollars (\$1,000,000.00) any single occurrence and \$2,000,000 aggregate.
- Additional Liability Umbrella –
Five Million Dollars (\$5,000,000.00) per occurrence;
- Automobile –

One Million Dollars (\$1,000,000.00)

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

All subcontractors, suppliers, or other persons or organizations (including those who are able to furnish the principal items of materials or equipment) shall be submitted to the CITY for acceptance if requested by CITY. The CITY'S acceptance, in writing, of any such subcontractors, suppliers, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case the CONTRACTOR shall submit an acceptable substitute. No acceptance by the CITY of any such subcontractor, supplier, or other person or organization shall constitute a waiver of any right of the CITY to reject defective work.

The CONTRACTOR shall be fully responsible to the CITY for all acts and omissions of the subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the SERVICES under a direct or indirect contract with the CONTRACTOR just as the CONTRACTOR is responsible for the CONTRACTOR'S own acts and omissions. Nothing in the resulting contract documents shall create for the benefit of any such subcontractors, suppliers, or other persons, or organizations, any contractual relationship between the CITY and any such subcontractors, suppliers, or other persons or organizations, nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any money due any such subcontractors, suppliers, or other persons, or organization, except as may otherwise be required by laws and regulations.

The CONTRACTOR shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work under a direct or indirect contract with the CONTRACTOR. The CONTRACTOR shall require all subcontractors, suppliers, or other persons, or organizations performing or furnishing any of the work to communicate with the CITY through the Contractor.

All work performed for the CONTRACTOR by a subcontractor or supplier shall be pursuant to an appropriate agreement between the CONTRACTOR or and the subcontractor or supplier that specifically binds the subcontractor or supplier to the applicable terms and conditions of the resulting contract for the benefit of the CITY.

The CONTRACTOR will provide a subcontract plan including a clear description of the percentage of the work they may subcontract out and a list of subcontractor they plan to use.

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 Removal 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 fifteen (15) days after the work being billed is accepted by the CITY'S Authorized Representative.

Billing statements or invoices should include company name and address, locations of where work has been performed, reconciliation sheets for each day's work, and support documentation as required. Payment will be made only for debris that FEMA determines eligible. The CITY will not pay costs over and above FEMA reimbursement. The successful CONTRACTOR will be responsible for all work and/or debris deemed ineligible. Retainage will be withheld from each contract payment in the amount of ten (10 %) percent. Retainage will be released upon the completion of the project including the resolution of all complaints, but not sooner than 90 days after the completion of all contract work to insure timely completion of the project and/or discovery of damage to public or private property. Contractor shall also submit executed lien. If Retainage exceeds Two Million (\$2,000,000) Dollars, it shall no longer be collected or withheld.

CONTRACTOR must submit invoices regularly and for no more than 30-day periods. Invoices submitted for payment shall be accompanied by an electronic worksheet, in Microsoft Excel format, which includes information contained in the approved worksheets and/or debris ticket. The final format of the daily worksheet and information to be contained will be approved and agreed upon by the CONTRACTOR and the CITY. Any discrepancies between the CITY records and the CONTRACTOR submittals must be rectified, to the CITY'S satisfaction, by the CONTRACTOR, before payment on those items will be made by the CITY. CONTRACTOR shall computerize all tickets daily and present to the CITY as a summary reconciliation document within (48) hours of the daily completion of the work. CONTRACTOR shall note that thousands to tens of thousands of tickets may be produced per day and CONTRACTOR plans and computer program must encompass such potential volumes.

AUDIT

The CONTRACTOR shall maintain adequate records, documents, and information to justify all charges, expenses and costs incurred in performing the work for at least five (5) years after completion of this contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection, reproduction, audit, and/or during normal business hours, at the CITY'S expense, upon five (5) days prior written notice.

ENTIRE AGREEMENT

This Agreement and the entire Debris Removal 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:

OMNI PINNACLE, LLC

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