

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2015-86**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, RANKING THE SUBMITTED PROPOSALS FOR DEBRIS REMOVAL MONITORING SERVICES AND AUTHORIZING THE CITY MANAGER AND TO EXECUTE CONTRACTS ON BEHALF OF THE CITY WITH THE TOP TWO RANKED SUBMITTER; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Marathon (the “City”) issued a Request for Proposal (RFP) on for the selection of two Firm to provide Monitoring Services for Disaster Generated Debris Removal (the “Project”); and

**WHEREAS**, two submittals were received and evaluated by the City’s evaluation committee, and ranked the firms at a publicly noticed evaluation committee meeting held on August 3, 2015; and

**WHEREAS**, the City evaluation committee recommends to the City Council that it accept the rankings of the submitted proposals and authorize the City Manager to execute contract for Monitoring Services for Disaster Generated Debris Removal with the top two ranked firms or.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The City Council hereby ranks the top two (2) firms who responded to the subject Request for Proposals as follows:

- (1). Tera Tech.
- (2). Witt-O’Brian’s.

**Section 3.** The City Manager is authorized to execute a contract with the top two ranked firms based on the hourly rates submitted in the proposals.

**Section 4.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 8<sup>th</sup> DAY OF APRIL, 2014.**

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Chris Bull, Mayor**

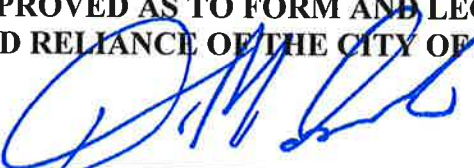
AYES: Keating, Senmartin, Zieg, Bull  
NOES: None  
ABSENT: Kelly  
ABSTAIN: None

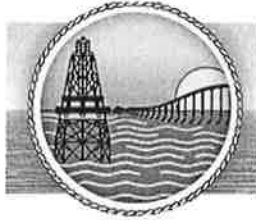
**ATTEST:**

  
\_\_\_\_\_  
Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

  
\_\_\_\_\_  
City Attorney



**THE CITY OF MARATHON, FLORIDA**

**Contract for Goods & Services**

This Contract entered into on the date last written below, by and between: **Tetra Tech** (the "Contractor") and the City of Marathon ("Marathon"). In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

1. **TERM**

The term of this Contract shall be from:

August 15, 2015 to August 15, 2018

The contract may be extended by the City Council for up to two (2) two(2) year terms.

2. **CONTRACTOR'S SERVICES**

Contractor agrees to provide the following goods/services:

See Exhibit "A"

If documentation of the specific goods/services is attached, said documentation is labeled as Exhibit " A " to this Contract and is incorporated herein by reference. All provision of the RFP Titled "FEMA Acceptable Monitoring for Disaster Generated Debris" used as the advertisement for proposals for this contract are incorporated by reference. In the event of a conflict between the terms of this Contract and any exhibit or referenced section, the terms of this Contract shall control, unless otherwise agreed in writing as an amendment pursuant to the terms for such as provided herein.

3. **COMPENSATION**

Marathon shall pay Contractor on an hourly basis based on the rates established on Exhibit "B" to provide the following goods/services pursuant to this Contract, payment to be made as follows:

No payment shall be due until an invoice for the goods/services has been submitted for payment and Marathon verifies that all services have been fully and satisfactorily completed. Marathon will make diligent efforts to verify and pay invoices within one (1) payment cycle after receipt.

4. **INSURANCE**

Contractor agrees to secure and maintain at all times during the term of this Contract, at Contractor's expense, insurance coverage, as laid out below, covering Contractor for all acts or omissions which may give rise to liability for services under this Contract. All Contractor staff are to be insured in minimum amounts acceptable to the Marathon and with a reputable and financially viable insurance carrier, naming the City of Marathon, Florida as an additional insured. Such insurance shall not be cancelled except upon thirty (30) days written notice to Marathon. Contractor shall provide Marathon with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Contractor agrees to notify Marathon immediately of any material change in any insurance policy required to be maintained by Contractor.

Contractor is required to obtain the following coverage, with documentation of having obtained such coverage being and Certify the City as insured.

X **General Liability Insurance**

Amount: \$1,000,000.00

X **Professional Liability Insurance**

Amount: \$2,000,000

X **Vehicle Liability Insurance**

Amount: \$1,000,000.00

X **Workers Compensation Insurance**

Amount: Statutory Limits of Florida Statute Chapter 440

**5. COMPLIANCE WITH LAWS AND POLICIES**

Contractor agrees to comply with all current Marathon Ordinances and Resolutions, as well as all applicable local, state and federal laws, including Florida's Public Records Act. Contractor agrees that Marathon has the right to unilaterally and immediately cancel this Contract upon refusal by Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s.24(a) of Art. I of the State Constitution and s.119.07(1). Should cancellation be necessary under this clause, Marathon is required only to provide written notice to Contractor, effective upon receipt of notice, which shall be documented.

**6. INDEPENDENT CONTRACTOR STATUS**

The Contractor is, for all purposes arising under this Contract, an independent contractor. The Contractor and its officers, agents or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of Marathon. No officer, agent or employee of the Contractor or Marathon shall be deemed an officer, agent or employee of the other party. Neither the Contractor nor Marathon, nor any officer, agent or employee of either, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

7. **TERMINATION**

A. WITHOUT CAUSE

This Contract may be terminated for any reason by The City upon thirty (30) days written notice to the Contractor at the addresses set forth below. If said Contract should be terminated as provided in this paragraph of the Contract, Marathon will be relieved of all obligations under said contract and Marathon will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits.

B. TERMINATION FOR BREACH

Either party may terminate this Contract upon breach by the other party of any material provision of this Contract, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY MARATHON

Marathon may terminate this Contract immediately upon written notice to Contractor (such termination to be effective upon Contractor's/Individual's receipt of such notice) upon occurrence of any of the following events:

- i. the denial, suspension, revocation, termination, restricting, relinquishment or lapse of any license or certification required to be held by the Contractor, or of any Company/Individual staff's professional license or certification in the State of Florida;
- ii. conduct by Contractor or any Company/Individual staff which affects the quality of services provided to Marathon or the performance of duties required hereunder and which would, in Marathon's sole judgment, be prejudicial to the best interests and welfare of Marathon;
- iii. breach by Contractor or any Company/Individual staff of the confidentiality provisions of this Contract or as required by law;
- iv. failure by Contractor to maintain the insurance required by the terms of this Contract.

8. **ASSIGNMENT**

Neither Contractor nor Marathon may assign or transfer any interest in this Contract without the prior written consent of both parties. Should an assignment occur upon mutual written consent, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

9. **AMENDMENT**

This Contract may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by Marathon.

10. **INDEMNIFICATION, GOVERNING LAW & VENUE**

Contractor shall indemnify and hold harmless Marathon from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees, incurred by Marathon in defending or compromising actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, employees or officers in the provision of services or performance of duties by Contractor pursuant to this Contract.

This Contract shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, venue in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Contract.

11. **REPRESENTATIONS, WARRANTIES & DEBARMENT**

Contractor represents and warrants to Marathon, upon execution and throughout the term of this Contract that:

- A) Contractor is not bound by any Contract or arrangement which would preclude it from entering into, or from fully performing the services required under the Contract;
- B) None of the Contractor's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- C) Contractor has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list; and
- D) Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Contract, all appropriate federal and state

licenses and certifications which are required in order for Contractor to perform the functions, assigned to him or her in connection with the provisions of the Contract.

- E) The Vendor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
- (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 29 CFR Part 93, Section 98.510, by any federal department or agency;
  - (ii) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (iii) Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

## 12. **CONFIDENTIALITY**

Contractor recognizes and acknowledges that by virtue of entering into this Contract and providing services hereunder, Contractor, its agents, employees and officers may have access to certain confidential information, including personal health information. Contractor agrees that neither it nor any Contractor agent, employee or officer will at any time, either during or subsequent to the term of this Contract, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Marathon in writing, any confidential information, personal health information or other confidential/personally identifiable information. Contractor, its agents, employees and officers shall comply with all Federal and State laws and regulations and all Marathon Ordinances and Resolutions regarding the confidentiality of such information.

## 13. **BILLING**

Bills for fees or compensation under this contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Further, bills for any travel expenses shall be submitted in accordance with Florida Statute §112.061 where applicable.

## 15. **CONTRACT RECORDS RETENTION**

Pursuant to Florida Statute 119.0701, contractor agrees to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Failure of Contractor to comply with this section and F.S. §119.0701 may include, but not be limited to, Marathon holding the contractor in default, termination of the contract or legal action.

**16. ETHICS CLAUSE**

Contractor warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former Marathon officer or employee. For breach or violation of this provision Marathon may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former Marathon officer or employee.

**17. CONFLICT OF INTEREST**

The following provisions shall apply for conflict of interest. Any violation of these provisions by a Marathon employee may be grounds for dismissal. No contract for goods or services may be made with any business organization in which the Mayor, Council Person, or City Manager has any material financial interest unless it is a single source or clear documentation exists to show that, no other supplier can provide the identical/comparable goods/service, at a lower cost to Marathon. No Marathon officer or employee may directly or indirectly purchase or recommend the purchase of goods or services from any business organization which they or their near relative have a material interest as defined by §112.313, Florida Statutes, except as allowed by DOE Interpretative Memorandum No. A-20. No Marathon officer or employee may receive gifts or any preferential treatment from vendors. Such officers or employees shall not be prohibited from participating in any activity or purchasing program that is offered to all Marathon employees or in Marathon surplus sales, provided there is no preferential treatment.

**18. SEVERABILITY**

The parties recognize and agree that should any clause(s) herein be held invalid by a Court of competent jurisdiction, the remaining clauses shall not be affected and shall remain of full force and effect.



19. **COUNTERPARTS**

This Contract may be executed in one or more counterparts, all of which together shall constitute only one Contract.

20. **WAIVER**

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Contract and/or Marathon Ordinances and Resolutions does not relieve the Contractor of the indemnification provisions contained within this Contract.

21. **CAPTIONS**

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Contract.

22. **ENTIRE CONTRACT**

The parties hereto agree that this is the final Contract between the parties and supercedes any and all prior Contracts and/or assurances, be it oral or in writing.

23. **NOTICES**

All notices required by this Contract, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

City of Marathon:  
City Manager  
9805 Overseas Highway  
Marathon, FL 33050

With a copy to:

City of Marathon Counsel:  
City Attorney  
9805 Overseas Hwy  
Marathon, FL 33043

Contractor:  
Beth Kamara  
Contracts Manager

2301 Lucien Way ste 120  
Maitland, FL 32751

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature: The CITY, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by CONSULTANT by and through its Vice President, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

ATTEST:

CITY OF MARATHON

Dome Clavie  
City Clerk

By: Michael White  
City Manager

Date: Sept. 10, 2015

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

[Signature]  
City Attorney

ATTEST:

Contractor


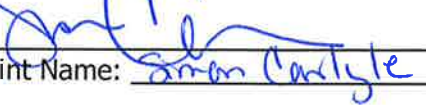
[Signature]  
Secretary Contracts Administration  
Betty Kamara  
Please type name of Secretary

By: [Signature]

Date: 8/28/15

WITNESSES:

  
Kalindi Fitch  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF154450  
Expires 11/18/2018  
KF 08/28/2015

  
Print Name: Ralph Natale  
  
Print Name: Simon Carlyle

**EXHIBIT A**  
**SCOPE OF SERVICES**

**BACKGROUND**

Situated in the Florida Keys, The City of Marathon is highly vulnerable to:

- Natural disasters, such as hurricanes, tornadoes, and flooding; and,
- Manmade disasters, such as oil spills, hazardous material spills or releases, multi vehicular accidents resulting from fog or severe rainstorm conditions, acts of terrorism, etc.

Disasters most often produce substantial volumes of debris, creating hazardous conditions to the public health, welfare and safety, which result in disruption of the essential physical and economic life of the community.

These disruptions are caused by:

- Obstructed roadways;
- Environmental offenses resulting from hazardous material spills or releases, the resulting contaminations of soils, ground and surface waterways and potential sources for air pollution;
- Obstacles to safe passage of essential pedestrian and vehicular traffic.

It is mandatory that there be an early, safe and quick response to restoring environmentally safe and economically viable conditions to the disaster affected areas. This objective has the highest priority in the City's planning and its ability to deal with all damage.

Disasters will result in large expenditures of manpower, equipment and related materials and supplies, at substantial cost to the City.

It is imperative that The City of Marathon be prepared to provide all necessary disaster recovery services and have the means to recover all eligible costs from State and Federal Agencies that have funds to assist local governments to cope with all natural and manmade disasters.

**REQUIREMENTS**

The City of Marathon seeks to establish contractual arrangements with at least one (1) or more (up to 3) qualified **firms to monitor** Disaster Debris Management and Technical Assistance, on an as need basis, to provide disaster recovery monitoring expertise and services to assist the City to monitor the removal, reduction and environmentally approved disposal of debris and other obstacles resulting from these disasters; in full compliance with regulatory agency requirements. The disposal sites must also be monitored to ensure FDEP requirements for collection and disposal are met, and consistent with Federal Emergency Management Agency

(FEMA) requirements for cost reimbursement for debris management, removal and disposal.

During emergency situations, work assignments shall be made by assigning one or more firms via the issuance of a Purchase Order for the assigned task. The City reserves the right to assign all or portions of the work to one or more firms based on their qualifications and availability.

The selected monitoring firm's response to the recovery process must be immediate (within 24 hours of "Notice to Proceed), rapid, efficient, with Acceptable cost controls, - accountability procedures, with written reports and submittals in place, to assure that the City will have the means to be reimbursed for all eligible disaster recovery costs from appropriate Federal and State Agencies.

The selected firm(s) must be prepared to carry out the assigned tasks in compliance with the applicable provisions of The City of Marathon's Debris Management Plan, and assist the City with the enhancement of the plan.

The purchase orders to the selected firm(s) may include, but not be limited to Monitoring Activities pursuant to Local, State, and Federal Rules and regulations and City's requirements, assistance and input to the updates to the above mentioned plans as needed, as well as new purchase orders for financial modeling and monitoring for advance forecast and readiness plan/planning as assigned may be requested by the City.

#### EMERGENCY MANAGEMENT REQUIREMENTS:

1. The selected firm(s) shall be allowed to subcontract project monitoring; such monitoring shall include detailed web based cost and load tracking suitable for a comprehensive audit of debris removal. The City of Marathon may, at its discretion, limit the number of subcontract firms working under the prime or sub-prime contractor at its sole discretion to ensure safety and quality of work provided.

The selected Firm(s) for monitoring of debris management shall, at the City's discretion, provide a web based load tracking and field project monitoring system or a paperless tracking system similar to the requirements of the US Army Corps of Engineers now specify in their Advanced Contracting Initiative-Disaster Debris Management. A detailed project-monitoring proposal shall also be included. Monitoring shall be done in compliance with the most current FEMA guidelines. Those monitoring efforts shall include, but not be limited to:

- (a) Providing assistance in updating the City's Debris Management and Removal Plan.
- (b) Provide training of selected City staff in essential debris management, monitoring, and collection functions to insure appropriate and responsive interface with field debris collection contractors and City, State and Federal Agencies.
- (c) Provide field inspectors at designated checkpoints to check and verify information on debris removal and at the Debris Management Sites (DMS) located or developed throughout The City of Marathon or the region if necessary as approved by the City. Staging sites are listed in Attachment B.
- (d) Provide technical and permitting assistance associated with the need to locate additional DMS when requested by The City of Marathon.
- (e) Provide assistance with scheduling, dispatching and logistical operations of the field inspectors assigned to work areas of storm debris clean up. This work will include:
  - To act as The City of Marathon's representative in determining all forms of debris eligibility
  - Coordinate with the State and Federal Emergency Management personnel to determine debris eligibility.
  - Acquiring, hiring, training, deploying and supervising properly equipped inspectors.

- Establishing the schedule for inspectors for each day.
  - Monitoring and recording the volumetric measurement (cubic yards) or gross empty weight of each truck that is added into service.
  - Keeping records of contract hauler's trucks, to include cubic yardage, or loaded weight, time in and time out, number of loads per day and other data as requested by designated City staff.
  - Coordinate with the Debris Removal contractor to determine vehicle certification, vehicle assignments, and provide the necessary vehicle decals or placards for ease of identification and tracking.
  - Coordinate with the City's Solid Waste Collections Contractors in instances when excessive amounts of Disaster Debris accumulate because of a hurricane, tropical storm, freeze, severe weather or other natural or manmade disaster and the City directs the Collections Contractor to provide Disaster Debris collections services. The Firm(s) will be responsible for measuring and documentation of the volumes from the Collections Contractor's vehicles as well as an understanding of the contractual obligations is necessary.
  - Coordinating with City personnel to respond to problems in the field, to include residential or commercial property damage claims in the process of debris removal. Contractors(s) shall establish a telephone claim reporting system with a local or toll free phone number and provide staff for the professional management of a receiving phone complaints or damage claims. The contractor shall investigate and assist in documentation of claims if requested by the City.
  - Conducting end of day duties, such as verifying all trucks have left the disposal site, addressing daily safety reports and corrective action recommendations, and locking down of the facility.
  - Surveying the affected areas for special situations to include but not limited to drainage, canals and navigatable waters, or emergent needs, to include but not be limited to, identifying tree stumps and the management of root balls and associated cavities, hazardous trees, C&D debris, boats, vehicles, sand, hazmat, and/or other potentially hazardous situations. The contractor must keep a list of these locations, track and coordinate the appropriate dispatch of equipment and make frequent reports to the City on any post event remedial action.
  - Record on a map the streets where debris was collected and provide an accounting of any remaining, ineligible piles as well as those streets that have been completed.
  - Perform other duties as directed by the designated City personnel.
- (f) The Firm(s) will ensure tickets are written for all eligible debris and are responsible for ineligible debris.
- (g) The Firm(s) will collect baseline data, per Local, State, and Federal requirements, from the designated emergency debris management sites prior to opening of these sites.
- (h) The Firm(s) will have the ability to provide separate documentation for Federal Highway Administration Roads that were eligible for debris collection within the City.
- (i) The Firm(s) will assist the City in obtaining necessary Local, State, and Federal permits for the designated emergency debris management sites prior to current hurricane season.
- (j) The Firm(s) will conduct ongoing environmental data collection per Local, State and Federal requirements for the designated emergency debris management sites.
- (k) The Firm(s) will be responsible for technical, clerical, and information technology assistance to the City in completing any and all forms necessary for reimbursement from State or Federal agencies, including the Federal Emergency Management Agency Department of Homeland Security, the State of Florida,

and the Federal Highway Administration or the Department of Housing and Urban Development (HUD) relating to eligible costs arising out of the disaster recovery effort.

- (l) This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential denials.
- (m) The Firm(s) will coordinate inspections with FDEP for approved site prior to hurricane season.
- (n) The Firm(s) will employ or maintain on the work site(s) a qualified accessible supervisor(s) or liaison officer as directed. At least one (1) accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the Firm(s) and its subcontractors and all communications given to the supervisor or liaison officer in writing by the City's authorized representative shall be as binding as if given to the Firm(s).
- (o) The Firm(s) will be experts on the most current FEMA guidelines.
- (p) The Firm(s) will be required to cover a declared emergency event in which debris, including hazardous material items, may be widely and randomly distributed during the event.
- (q) The Firm(s) will be required to be able to recognize/verify hazardous waste, understand how it is required to be packaged, transported, stored, labeled and disposed in a compliant manner so as to ensure FEMA reimbursement.
- (r) The Firm(s) will be required to recognize and confirm that any storage sites used for hazardous materials are in compliance.
- (s) The Firm(s) will be required to monitor/document if any discharges of hazardous materials occur under the Debris Contractors responsibility and follow up to ensure that Contractor achieves FDEP cleanup compliance.
- (t) Selected monitoring services staff will be trained and certified in hazardous materials handling/procedures/PPE, etc.
- (u) Monitoring services shall be required to know and follow the latest FEMA required procedures relating to hazardous materials recovery and handling that ensure full FEMA reimbursement for such activities.
- (v) Monitoring services will know and ensure Debris Contractor adheres to all Emergency Planning and Community Right-to-know Act (EPCRA) required rules during the event recovery phase.
- (w) The Firm(s) will verify final disposition of material is consistent with State-FDEP and Federal EPA requirements.
- (x) The Firm(s) will ensure compliance with the guidance from the City's staff, who have continually focused on a timely, unencumbered and accurate close out to absolutely maximize FEMA reimbursement for all debris removal. This process also incorporates monitoring, detailed documentation, and responding in a timely manner to changing funding eligibility associated with the most current FEMA-sponsored operations.

- (y) The Firm(s) will provide final close-out audit support ensuring full reimbursement.
- (z) The Firm(s) will be responsible for establishing a truck certification program including a location procedure and verification of the most current FEMA truck certification methods.
- (aa) The Firm(s) will be responsible for ensuring that all load tickets contain the appropriate information (i.e. truck certification number, street address/intersection, monitor vendor/contract).
- (bb) The Firm(s) will develop a resource draw down plan for cost containment as part of the program. The resource draw down plan will include but not limited to, equipment rental, housing, staffing, overhead to ensure a best value, low cost operation.
- (cc) The Firm(s) will assist City in conducting an annual pre-hurricane season tabletop exercise(s) (Strategic Debris Management Planning Exercise (SDMPE)) to determine the adequacy of the debris removal plan the debris management process and train all personnel associated with the debris management mission usually held in April or May of each year.
- (dd) The Firm(s) will provide the City with reports including but not limited to Daily Situational Reports, Damage Reports, Daily Work Order Reports, and Ineligible Pile Reports.

#### **Communications and Customer Service Coordination**

1. The Firm(s) shall develop a Communications and Customer Service Coordination Plan for the City's approval. Including a telephone claim reporting system as referenced in section (e.vi.)
2. The Firm(s) shall develop a Public Information and Coordination Plan for the City's approval.
3. The Firm(s) will provide a Health and Safety Plan.
4. The Firm(s) will provide a plan to manage and execute the City's Geographic Information System (GIS) debris management site tacking and debris collection tracking progress real time.

#### **CONTRACTUAL SERVICES**

Based on the City's needs, the selected firm(s) will be requested to carry out specific monitoring activities/tasks related to solid and hazardous waste, debris management, removal, reduction, disposal, turn-key environmental restoration and remediation, associated with natural and manmade disaster events.

Call-Center Services. The Monitoring Company shall be capable of providing a 1-800 service to respond and report on resident inquiries during the debris recovery activity.

The City may order changes in the service consisting of additions, deletions or other revisions to the Scope of Services for debris management. No claims may be made by the Monitoring Company to change the amount of compensation of the CONSULTANT or other adjustments to the Agreement, unless such changes or adjustments have been approved by the City and incorporated herein in writing to this Agreement.

The Monitoring Company shall contact the City Debris Manager, at a minimum twenty four (24) hours prior to a hurricane event or immediately upon the occurrence of a major disaster event within the City when there is no

advance notification/warning. The Monitoring Company shall report to the City Debris Manager or their designee within twenty-four (24) hours of being given a purchase order number and/or a Notice to Proceed.

The selected firm(s) shall identify locations available to them for monitoring activities, in the event that the City cannot provide facilities for monitoring center.

The City also reserves the right to request proposals from the selected firm(s) to carry out specific monitoring functions for material management, removal and disposal resulting from other than disastrous events.

The selected firm(s) may also be tasked to review the City's existing Comprehensive Emergency Management Plan, the Hazard Mitigation Plan and their various Phases.

Reimbursement for Tasks will be based on terms agreed to prior to the assignment of a specific task.

Work associated with Federal and State declared disaster(s) will require the Firm(s) to meet all State and FEMA guidelines for reimbursement. Failure to gain Federal or State funding through illegal or inappropriate collection, processing or disposal will be the responsibility of the Firm(s).



**EXHIBIT B**

**POSITIONS: HOURLY RATES**

FEMA Program Manager \$ 84.00  
Project Manager \$ 74.00  
Debris/Operations Managers \$ 64.00  
GIS Analyst \$ 55.00  
Field Supervisors \$ 45.00  
Debris Site/Tower Monitors \$ 35.00  
Load Ticket Data Entry Clerks \$ 0.00  
Billing/Invoice Analysts \$ 45.00  
Project Assistants \$ 28.00  
Field Coordinators (Crew Monitors) \$ 35.00

**OTHER REQUIRED POSITIONS:**

Proposer may include other positions, with hourly rates, as needed.

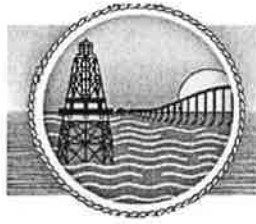
**Positions: Hourly Rates:**

Data Manager: \$55.00  
ADMS Specialist: \$49.00  
Health and Safety Officer \$55.00

**FREQUENCY OF BILLING**

Invoicing shall be submitted to the City on a monthly basis, or on the basis of "deliverables", in accordance with the Contract Agreement.

**SUPPLEMENTAL RECORDS**



## THE CITY OF MARATHON, FLORIDA

### Contract for Goods & Services

This Contract entered into on the date last written below, by and between: **Wiit/O'Brian's** (the "Contractor") and the City of Marathon ("Marathon"). In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

#### 1. **TERM**

The term of this Contract shall be from:

August 15, 2015 to August 15, 2018

The contract may be extended by the City Council for up to two (2) two(2) year terms.

#### 2. **CONTRACTOR'S SERVICES**

Contractor agrees to provide the following goods/services:

See Exhibit "A"

If documentation of the specific goods/services is attached, said documentation is labeled as Exhibit " A " to this Contract and is incorporated herein by reference. All provision of the RFP Titled "FEMA Acceptable Monitoring for Disaster Generated Debris" used as the advertisement for proposals for this contract are incorporated by reference. In the event of a conflict between the terms of this Contract and any exhibit or referenced section, the terms of this Contract shall control, unless otherwise agreed in writing as an amendment pursuant to the terms for such as provided herein.

#### 3. **COMPENSATION**

Marathon shall pay Contractor on an hourly basis based on the rates established on Exhibit "B" to provide the following goods/services pursuant to this Contract, payment to be made as follows:

No payment shall be due until an invoice for the goods/services has been submitted for payment and Marathon verifies that all services have been fully and satisfactorily completed. Marathon will make diligent efforts to verify and pay invoices within one (1) payment cycle after receipt.

#### 4. **INSURANCE**

Contractor agrees to secure and maintain at all times during the term of this Contract, at Contractor's expense, insurance coverage, as laid out below, covering Contractor for all acts or omissions which may give rise to liability for services under this Contract. All Contractor staff are to be insured in minimum amounts acceptable to the Marathon and with a reputable and financially viable insurance carrier, naming the City of Marathon, Florida as an additional insured. Such insurance shall not be cancelled except upon thirty (30) days written notice to Marathon. Contractor shall provide Marathon with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Contractor agrees to notify Marathon immediately of any material change in any insurance policy required to be maintained by Contractor.

Contractor is required to obtain the following coverage, with documentation of having obtained such coverage being and Certify the City as insured.

X  **General Liability Insurance**

Amount: \$1,000,000.00

X  **Professional Liability Insurance**

Amount: \$2,000,000

X  **Vehicle Liability Insurance**

Amount: \$1,000,000.00

X  **Workers Compensation Insurance**

Amount: Statutory Limits of Florida Statute Chapter 440

**5. COMPLIANCE WITH LAWS AND POLICIES**

Contractor agrees to comply with all current Marathon Ordinances and Resolutions, as well as all applicable local, state and federal laws, including Florida's Public Records Act. Contractor agrees that Marathon has the right to unilaterally and immediately cancel this Contract upon refusal by Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s.24(a) of Art. I of the State Constitution and s.119.07(1). Should cancellation be necessary under this clause, Marathon is required only to provide written notice to Contractor, effective upon receipt of notice, which shall be documented.

**6. INDEPENDENT CONTRACTOR STATUS**

The Contractor is, for all purposes arising under this Contract, an independent contractor. The Contractor and its officers, agents or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of Marathon. No officer, agent or employee of the Contractor or Marathon shall be deemed an officer, agent or employee of the other party. Neither the Contractor nor Marathon, nor any officer, agent or employee of either, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

**7. TERMINATION**

**A. WITHOUT CAUSE**

This Contract may be terminated for any reason by The City upon thirty (30) days written notice to the Contractor at the addresses set forth below. If said Contract should be terminated as provided in this paragraph of the Contract, Marathon will be relieved of all obligations under said contract and Marathon will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits.

**B. TERMINATION FOR BREACH**

Either party may terminate this Contract upon breach by the other party of any material provision of this Contract, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

**C. IMMEDIATE TERMINATION BY MARATHON**

Marathon may terminate this Contract immediately upon written notice to Contractor (such termination to be effective upon Contractor's/Individual's receipt of such notice) upon occurrence of any of the following events:

- i. the denial, suspension, revocation, termination, restricting, relinquishment or lapse of any license or certification required to be held by the Contractor, or of any Company/Individual staff's professional license or certification in the State of Florida;
- ii. conduct by Contractor or any Company/Individual staff which affects the quality of services provided to Marathon or the performance of duties required hereunder and which would, in Marathon's sole judgment, be prejudicial to the best interests and welfare of Marathon;
- iii. breach by Contractor or any Company/Individual staff of the confidentiality provisions of this Contract or as required by law;
- iv. failure by Contractor to maintain the insurance required by the terms of this Contract.

**8. ASSIGNMENT**

Neither Contractor nor Marathon may assign or transfer any interest in this Contract without the prior written consent of both parties. Should an assignment occur upon mutual written consent, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

9. **AMENDMENT**

This Contract may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by Marathon.

10. **INDEMNIFICATION, GOVERNING LAW & VENUE**

Contractor shall indemnify and hold harmless Marathon from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees, incurred by Marathon in defending or compromising actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, employees or officers in the provision of services or performance of duties by Contractor pursuant to this Contract.

This Contract shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, venue in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Contract.

11. **REPRESENTATIONS, WARRANTIES & DEBARMENT**

Contractor represents and warrants to Marathon, upon execution and throughout the term of this Contract that:

- A) Contractor is not bound by any Contract or arrangement which would preclude it from entering into, or from fully performing the services required under the Contract;
- B) None of the Contractor's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- C) Contractor has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list; and
- D) Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Contract, all appropriate federal and state

licenses and certifications which are required in order for Contractor to perform the functions, assigned to him or her in connection with the provisions of the Contract.

- E) The Vendor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
- (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 29 CFR Part 93, Section 98.510, by any federal department or agency;
  - (ii) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (iii) Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

## 12. **CONFIDENTIALITY**

Contractor recognizes and acknowledges that by virtue of entering into this Contract and providing services hereunder, Contractor, its agents, employees and officers may have access to certain confidential information, including personal health information. Contractor agrees that neither it nor any Contractor agent, employee or officer will at any time, either during or subsequent to the term of this Contract, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Marathon in writing, any confidential information, personal health information or other confidential/personally identifiable information. Contractor, its agents, employees and officers shall comply with all Federal and State laws and regulations and all Marathon Ordinances and Resolutions regarding the confidentiality of such information.

## 13. **BILLING**

Bills for fees or compensation under this contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Further, bills for any travel expenses shall be submitted in accordance with Florida Statute §112.061 where applicable.

## 15. **CONTRACT RECORDS RETENTION**

Pursuant to Florida Statute 119.0701, contractor agrees to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Failure of Contractor to comply with this section and F.S. §119.0701 may include, but not be limited to, Marathon holding the contractor in default, termination of the contract or legal action.

#### **16. ETHICS CLAUSE**

Contractor warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former Marathon officer or employee. For breach or violation of this provision Marathon may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former Marathon officer or employee.

#### **17. CONFLICT OF INTEREST**

The following provisions shall apply for conflict of interest. Any violation of these provisions by a Marathon employee may be grounds for dismissal. No contract for goods or services may be made with any business organization in which the Mayor, Council Person, or City Manager has any material financial interest unless it is a single source or clear documentation exists to show that, no other supplier can provide the identical/comparable goods/service, at a lower cost to Marathon. No Marathon officer or employee may directly or indirectly purchase or recommend the purchase of goods or services from any business organization which they or their near relative have a material interest as defined by §112.313, Florida Statutes, except as allowed by DOE Interpretative Memorandum No. A-20. No Marathon officer or employee may receive gifts or any preferential treatment from vendors. Such officers or employees shall not be prohibited from participating in any activity or purchasing program that is offered to all Marathon employees or in Marathon surplus sales, provided there is no preferential treatment.

#### **18. SEVERABILITY**

The parties recognize and agree that should any clause(s) herein be held invalid by a Court of competent jurisdiction, the remaining clauses shall not be affected and shall remain of full force and effect.

19. **COUNTERPARTS**

This Contract may be executed in one or more counterparts, all of which together shall constitute only one Contract.

20. **WAIVER**

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Contract and/or Marathon Ordinances and Resolutions does not relieve the Contractor of the indemnification provisions contained within this Contract.

21. **CAPTIONS**

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Contract.

22. **ENTIRE CONTRACT**

The parties hereto agree that this is the final Contract between the parties and supercedes any and all prior Contracts and/or assurances, be it oral or in writing.

23. **NOTICES**

All notices required by this Contract, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

City of Marathon:

City Manager  
9805 Overseas Highway  
Marathon, FL 33050

With a copy to:

City of Marathon Counsel:

City Attorney  
9805 Overseas Hwy  
Marathon, FL 33043

Contractor:

Witt O'Brien's, LLC  
1501 M Street, NW, Suite 500



Washington, DC 20005  
202-585-0780

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature: The CITY, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by CONSULTANT by and through its Controller, whose representative has been duly authorized to execute same through a resolution of the corporation or partnership.

ATTEST:

CITY OF MARATHON

Diane Clavier  
City Clerk

By: Michael Hato  
City Manager

Date: 9/2/2015

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

[Signature]  
City Attorney

ATTEST:

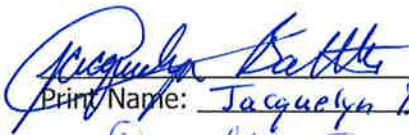

Contractor

[Signature]  
~~Secretary~~ witness  
Gordon Kaplan  
Please type name of ~~Secretary~~  
witness

By: Elizabeth Apple  
Controller

Date: 08/25/15

WITNESSES:

  
Print Name: Jacquelyn Battles  
  
Print Name: Dorothy Smurr

**EXHIBIT A**  
**SCOPE OF SERVICES**

**BACKGROUND**

Situated in the Florida Keys, The City of Marathon is highly vulnerable to:

- Natural disasters, such as hurricanes, tornadoes, and flooding; and,
- Manmade disasters, such as oil spills, hazardous material spills or releases, multi vehicular accidents resulting from fog or severe rainstorm conditions, acts of terrorism, etc.

Disasters most often produce substantial volumes of debris, creating hazardous conditions to the public health, welfare and safety, which result in disruption of the essential physical and economic life of the community. These disruptions are caused by:

- Obstructed roadways;
- Environmental offenses resulting from hazardous material spills or releases, the resulting contaminations of soils, ground and surface waterways and potential sources for air pollution;
- Obstacles to safe passage of essential pedestrian and vehicular traffic.

It is mandatory that there be an early, safe and quick response to restoring environmentally safe and economically viable conditions to the disaster affected areas. This objective has the highest priority in the City's planning and its ability to deal with all damage.

Disasters will result in large expenditures of manpower, equipment and related materials and supplies, at substantial cost to the City.

It is imperative that The City of Marathon be prepared to provide all necessary disaster recovery services and have the means to recover all eligible costs from State and Federal Agencies that have funds to assist local governments to cope with all natural and manmade disasters.

**REQUIREMENTS**

The City of Marathon seeks to establish contractual arrangements with at least one (1) or more (up to 3) qualified **firms to monitor** Disaster Debris Management and Technical Assistance, on an as need basis, to provide disaster recovery monitoring expertise and services to assist the City to monitor the removal, reduction and environmentally approved disposal of debris and other obstacles resulting from these disasters; in full compliance with regulatory agency requirements. The disposal sites must also be monitored to ensure FDEP requirements for collection and disposal are met, and consistent with Federal Emergency Management Agency

(FEMA) requirements for cost reimbursement for debris management, removal and disposal.

During emergency situations, work assignments shall be made by assigning one or more firms via the issuance of a Purchase Order for the assigned task. The City reserves the right to assign all or portions of the work to one or more firms based on their qualifications and availability.

The selected monitoring firm's response to the recovery process must be immediate (within 24 hours of "Notice to Proceed), rapid, efficient, with Acceptable cost controls, - accountability procedures, with written reports and submittals in place, to assure that the City will have the means to be reimbursed for all eligible disaster recovery costs from appropriate Federal and State Agencies.

The selected firm(s) must be prepared to carry out the assigned tasks in compliance with the applicable provisions of The City of Marathon's Debris Management Plan, and assist the City with the enhancement of the plan.

The purchase orders to the selected firm(s) may include, but not be limited to Monitoring Activities pursuant to Local, State, and Federal Rules and regulations and City's requirements, assistance and input to the updates to the above mentioned plans as needed, as well as new purchase orders for financial modeling and monitoring for advance forecast and readiness plan/planning as assigned may be requested by the City.

#### EMERGENCY MANAGEMENT REQUIREMENTS:

1. The selected firm(s) shall be allowed to subcontract project monitoring; such monitoring shall include detailed web based cost and load tracking suitable for a comprehensive audit of debris removal. The City of Marathon may, at its discretion, limit the number of subcontract firms working under the prime or sub-prime contractor at its sole discretion to ensure safety and quality of work provided.

The selected Firm(s) for monitoring of debris management shall, at the City's discretion, provide a web based load tracking and field project monitoring system or a paperless tracking system similar to the requirements of the US Army Corps of Engineers now specify in their Advanced Contracting Initiative-Disaster Debris Management. A detailed project-monitoring proposal shall also be included. Monitoring shall be done in compliance with the most current FEMA guidelines. Those monitoring efforts shall include, but not be limited to:

- (a) Providing assistance in updating the City's Debris Management and Removal Plan.
- (b) Provide training of selected City staff in essential debris management, monitoring, and collection functions to insure appropriate and responsive interface with field debris collection contractors and City, State and Federal Agencies.
- (c) Provide field inspectors at designated checkpoints to check and verify information on debris removal and at the Debris Management Sites (DMS) located or developed throughout The City of Marathon or the region if necessary as approved by the City. Staging sites are listed in Attachment B.
- (d) Provide technical and permitting assistance associated with the need to locate additional DMS when requested by The City of Marathon.
- (e) Provide assistance with scheduling, dispatching and logistical operations of the field inspectors assigned to work areas of storm debris clean up. This work will include:
  - To act as The City of Marathon's representative in determining all forms of debris eligibility
  - Coordinate with the State and Federal Emergency Management personnel to determine debris eligibility.
  - Acquiring, hiring, training, deploying and supervising properly equipped inspectors.

- Establishing the schedule for inspectors for each day.
  - Monitoring and recording the volumetric measurement (cubic yards) or gross empty weight of each truck that is added into service.
  - Keeping records of contract hauler's trucks, to include cubic yardage, or loaded weight, time in and time out, number of loads per day and other data as requested by designated City staff.
  - Coordinate with the Debris Removal contractor to determine vehicle certification, vehicle assignments, and provide the necessary vehicle decals or placards for ease of identification and tracking.
  - Coordinate with the City's Solid Waste Collections Contractors in instances when excessive amounts of Disaster Debris accumulate because of a hurricane, tropical storm, freeze, severe weather or other natural or manmade disaster and the City directs the Collections Contractor to provide Disaster Debris collections services. The Firm(s) will be responsible for measuring and documentation of the volumes from the Collections Contractor's vehicles as well as an understanding of the contractual obligations is necessary.
  - Coordinating with City personnel to respond to problems in the field, to include residential or commercial property damage claims in the process of debris removal. Contractors(s) shall establish a telephone claim reporting system with a local or toll free phone number and provide staff for the professional management of a receiving phone complaints or damage claims. The contractor shall investigate and assist in documentation of claims if requested by the City.
  - Conducting end of day duties, such as verifying all trucks have left the disposal site, addressing daily safety reports and corrective action recommendations, and locking down of the facility.
  - Surveying the affected areas for special situations to include but not limited to drainage, canals and navigatable waters, or emergent needs, to include but not be limited to, identifying tree stumps and the management of root balls and associated cavities, hazardous trees, C&D debris, boats, vehicles, sand, hazmat, and/or other potentially hazardous situations. The contractor must keep a list of these locations, track and coordinate the appropriate dispatch of equipment and make frequent reports to the City on any post event remedial action.
  - Record on a map the streets where debris was collected and provide an accounting of any remaining, ineligible piles as well as those streets that have been completed.
  - Perform other duties as directed by the designated City personnel.
- (f) The Firm(s) will ensure tickets are written for all eligible debris and are responsible for ineligible debris.
- (g) The Firm(s) will collect baseline data, per Local, State, and Federal requirements, from the designated emergency debris management sites prior to opening of these sites.
- (h) The Firm(s) will have the ability to provide separate documentation for Federal Highway Administration Roads that were eligible for debris collection within the City.
- (i) The Firm(s) will assist the City in obtaining necessary Local, State, and Federal permits for the designated emergency debris management sites prior to current hurricane season.
- (j) The Firm(s) will conduct ongoing environmental data collection per Local, State and Federal requirements for the designated emergency debris management sites.
- (k) The Firm(s) will be responsible for technical, clerical, and information technology assistance to the City in completing any and all forms necessary for reimbursement from State or Federal agencies, including the Federal Emergency Management Agency Department of Homeland Security, the State of Florida,

and the Federal Highway Administration or the Department of Housing and Urban Development (HUD) relating to eligible costs arising out of the disaster recovery effort.

- (l) This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential denials.
- (m) The Firm(s) will coordinate inspections with FDEP for approved site prior to hurricane season.
- (n) The Firm(s) will employ or maintain on the work site(s) a qualified accessible supervisor(s) or liaison officer as directed. At least one (1) accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the Firm(s) and its subcontractors and all communications given to the supervisor or liaison officer in writing by the City's authorized representative shall be as binding as if given to the Firm(s).
- (o) The Firm(s) will be experts on the most current FEMA guidelines.
- (p) The Firm(s) will be required to cover a declared emergency event in which debris, including hazardous material items, may be widely and randomly distributed during the event.
- (q) The Firm(s) will be required to be able to recognize/verify hazardous waste, understand how it is required to be packaged, transported, stored, labeled and disposed in a compliant manner so as to ensure FEMA reimbursement.
- (r) The Firm(s) will be required to recognize and confirm that any storage sites used for hazardous materials are in compliance.
- (s) The Firm(s) will be required to monitor/document if any discharges of hazardous materials occur under the Debris Contractors responsibility and follow up to ensure that Contractor achieves FDEP cleanup compliance.
- (t) Selected monitoring services staff will be trained and certified in hazardous materials handling/procedures/PPE, etc.
- (u) Monitoring services shall be required to know and follow the latest FEMA required procedures relating to hazardous materials recovery and handling that ensure full FEMA reimbursement for such activities.
- (v) Monitoring services will know and ensure Debris Contractor adheres to all Emergency Planning and Community Right-to-know Act (EPCRA) required rules during the event recovery phase.
- (w) The Firm(s) will verify final disposition of material is consistent with State-FDEP and Federal EPA requirements.
- (x) The Firm(s) will ensure compliance with the guidance from the City's staff, who have continually focused on a timely, unencumbered and accurate close out to absolutely maximize FEMA reimbursement for all debris removal. This process also incorporates monitoring, detailed documentation, and responding in a timely manner to changing funding eligibility associated with the most current FEMA-sponsored operations.

- (y) The Firm(s) will provide final close-out audit support ensuring full reimbursement.
- (z) The Firm(s) will be responsible for establishing a truck certification program including a location procedure and verification of the most current FEMA truck certification methods.
- (aa) The Firm(s) will be responsible for ensuring that all load tickets contain the appropriate information (i.e. truck certification number, street address/intersection, monitor vendor/contract).
- (bb) The Firm(s) will develop a resource draw down plan for cost containment as part of the program. The resource draw down plan will include but not limited to, equipment rental, housing, staffing, overhead to ensure a best value, low cost operation.
- (cc) The Firm(s) will assist City in conducting an annual pre-hurricane season tabletop exercise(s) (Strategic Debris Management Planning Exercise (SDMPE)) to determine the adequacy of the debris removal plan the debris management process and train all personnel associated with the debris management mission usually held in April or May of each year.
- (dd) The Firm(s) will provide the City with reports including but not limited to Daily Situational Reports, Damage Reports, Daily Work Order Reports, and Ineligible Pile Reports.

**Communications and Customer Service Coordination**

1. The Firm(s) shall develop a Communications and Customer Service Coordination Plan for the City's approval. Including a telephone claim reporting system as referenced in section (e.vi.)
2. The Firm(s) shall develop a Public Information and Coordination Plan for the City's approval.
3. The Firm(s) will provide a Health and Safety Plan.
4. The Firm(s) will provide a plan to manage and execute the City's Geographic Information System (GIS) debris management site tacking and debris collection tracking progress real time.

**CONTRACTUAL SERVICES**

Based on the City's needs, the selected firm(s) will be requested to carry out specific monitoring activities/tasks related to solid and hazardous waste, debris management, removal, reduction, disposal, turn-key environmental restoration and remediation, associated with natural and manmade disaster events.

Call-Center Services. The Monitoring Company shall be capable of providing a 1-800 service to respond and report on resident inquiries during the debris recovery activity.

The City may order changes in the service consisting of additions, deletions or other revisions to the Scope of Services for debris management. No claims may be made by the Monitoring Company to change the amount of compensation of the CONSULTANT or other adjustments to the Agreement, unless such changes or adjustments have been approved by the City and incorporated herein in writing to this Agreement.

The Monitoring Company shall contact the City Debris Manager, at a minimum twenty four (24) hours prior to a hurricane event or immediately upon the occurrence of a major disaster event within the City when there is no

advance notification/warning. The Monitoring Company shall report to the City Debris Manager or their designee within twenty-four (24) hours of being given a purchase order number and/or a Notice to Proceed.

The selected firm(s) shall identify locations available to them for monitoring activities, in the event that the City cannot provide facilities for monitoring center.

The City also reserves the right to request proposals from the selected firm(s) to carry out specific monitoring functions for material management, removal and disposal resulting from other than disastrous events.

The selected firm(s) may also be tasked to review the City's existing Comprehensive Emergency Management Plan, the Hazard Mitigation Plan and their various Phases.

Reimbursement for Tasks will be based on terms agreed to prior to the assignment of a specific task.

Work associated with Federal and State declared disaster(s) will require the Firm(s) to meet all State and FEMA guidelines for reimbursement. Failure to gain Federal or State funding through illegal or inappropriate collection, processing or disposal will be the responsibility of the Firm(s).

**EXHIBIT B**

**POSITIONS: HOURLY RATES**

FEMA Program Manager \$ 95.00

Project Manager \$ 68.00

Debris/Operations Managers \$ 58.00

GIS Analyst \$ 50.00

Field Supervisors \$ 49.00

Debris Site/Tower Monitors \$ 32.50

Load Ticket Data Entry Clerks \$ 25.00

Billing/Invoice Analysis \$ 35.00

Project Assistants \$ 38.00

Field Coordinators (Crew Monitors) \$ 35.00

**OTHER REQUIRED POSITIONS:**

Proposer may include other positions, with hourly rates, as needed.

**Positions: Hourly Rates:**

Automated Ticket Specialist \$42.00

---

Safety Manager \$49.00

---

Data Manager \$55.00

**FREQUENCY OF BILLING**

Invoicing shall be submitted to the City on a monthly basis, or on the basis of "deliverables", in accordance with the Contract Agreement.

**SUPPLEMENTAL RECORDS**