8. **CONSENT AGENDA**

b. Approval of agreements between the City of Sanibel and (1) Neel-Schaffer, Inc. and (2) Solid Resources, Inc. for disaster monitoring services and authorize the City Manager to execute same

Memorandum

DATE: December 2, 2008

TO: City Council

THROUGH: City Manager Judie Zimomra

FROM: Public Works Director Gates Castle GAC

Subject: Disaster Debris Monitoring Services

RECOMMENDATION: Approve agreements for disaster debris monitoring services with Neel-Schaffer, Inc and Solid Resources, Inc. and authorize the City Manager to execute the agreements.

The disaster recovery process following Hurricanes Charley and Wilma utilized City employees to monitor the disaster recovery contractor. This method was effective but prevented employees from performing their normal functions and the regular time charges were not reimbursable. Other government entities utilized consultants to perform these services and received reimbursement for the costs. A scope of work was prepared for a firm to provide disaster debris monitoring services for the City including, but not limited to:

- Conducting daily briefings, work progress, staffing and other key items with the City
- Addressing all permitting/regulatory issues
- Scheduling work for all team members and contractors on a daily basis
- Hiring, scheduling and managing field staff
- Certifying contractor vehicles for debris removal
- Entering load tickets into a database application
- Development of maps, GIS applications, etc as necessary
- Project Worksheet and other pertinent report preparation
- Final report and appeal preparation and assistance

At its August 26, 2008 meeting, City Council directed staff to negotiate contracts with Neel-Schaffer, Inc. and Solid Resources, Inc to provide disaster debris monitoring services. The attached Agreements for Disaster Debris Monitoring Services are the result of the negotiations.

Staff recommends that City Council approve the agreements with the disaster debris monitoring firms of Neel-Schaffer, Inc. and Solid Resources, Inc. and authorize the City Manager to execute the agreements.

AGREEMENT FOR DISASTER DEBRIS MONITORING SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2008, by and between the **CITY OF SANIBEL**, a municipal corporation located in Lee County, Florida (hereinafter referred to as "CITY"), and NEEL-SCHAFFER, INC. (hereinafter referred to as **"CONTRACTOR").** (CITY and CONTRACTOR may be referred to hereinafter individually as "party" and collectively as "parties").

WITNESSETH:

WHEREAS, 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 tornados, as well as any other natural and/or manmade disaster (hereinafter referred to as "Events"); and

WHEREAS, it is necessary and in the best interests of the citizens of the CITY to contract for disaster debris monitoring assistance to appointed and elected officials within the CITY, on an as-needed and as-directed basis to respond to such Events; and

WHEREAS, this Agreement is intended to meet, in all respects, the debris removal eligibility criteria for disaster recovery services that applicants must meet in order to receive assistance under the FEMA Public Assistance Program and shall be construed to meet such eligibility criteria and to be in compliance with all federal, state and local requirements for such contracts;

NOW, THEREFORE, CONTRACTOR for and in consideration of the sum of Ten Dollars and no/100 ($10.00), acknowledged to have been paid, and the covenants set forth below, and for other good and valuable considerations acknowledged by the parties to be sufficient, said parties hereto agree as to the following:

1. RECITALS INCORPORATED

The above recitals are acknowledged by the parties to be true and correct and are hereby incorporated as part of this Agreement as if fully set forth below.

2. SCOPE OF SERVICES ONE - DEBRIS MONITORING

It is the intent of this Agreement for the CONTRACTOR to provide debris monitoring services to include debris generated from the public rights-of-way, drainage areas/canals, waterways, and other public, eligible, or designated areas. The purpose of such monitoring services is, among other purposes, to aid in removing as quickly as possible all hazards to life and property resulting from an Event in the CITY. The Services shall consist of debris monitoring services as directed by the City Manager, or designee, of the CITY.

Specifically the Scope of Services (hereinafter also referred to as "Services") will include the items listed in Attachment 1 and such Services shall be priced as set forth in

Attachments 2(A) and 2(B) of this Agreement under the corresponding heading, both Attachments incorporated as part of this Agreement and made an integral part hereof.

3. SCOPE OF SERVICES TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

It is the further intent of this Agreement for the CONTRACTOR to provide disaster recovery technical assistance to appointed and elected officials within the CITY. This Service shall include Emergency Management Planning and Training. Specifically the Scope of Services will include the items listed in Attachment 1 and such Services and items shall be priced as set forth in Attachments 2(A) and 2(B) of this Agreement under the corresponding heading.

4. ACKNOWLEDGEMENT BY CONTRACTOR THAT CITY IS CONTRACTING WITH TWO QUALIFIED FIRMS

CONTRACTOR acknowledges that CITY selected two (2) qualified bidders for disaster debris monitoring services and CITY will enter into both this Agreement for Disaster Debris Monitoring Services with CONTRACTOR and a separate Agreement for Disaster Debris Monitoring Services with the other qualified bidder. CONTRACTOR understands, acknowledges and agrees that it is CITY'S intent to provide a Notice to Proceed (copy attached) to either CONTRACTOR, i.e., Neel-Schaffer, Inc. or the other qualified bidder under a separate Agreement for Disaster Debris Monitoring Services, or to both CONTRACTORS and such other disaster debris monitoring services contractor/provider at the same time, depending upon the extent and damage caused by an Event. Such decision to use one or both monitoring services providers shall be at the sole discretion of the CITY. CONTRACTOR agrees that it will at all times be staffed, prepared, and when necessary, mobilize, respond and provide disaster recovery services to CITY upon issuance of the CITY'S Notice to Proceed to CONTRACTOR, as if it were the CITY'S only disaster debris monitoring services CONTRACTOR. CONTRACTOR agrees that at no time shall the CITY'S contract with another disaster debris monitoring services contractor/provider affect the CONTRACTOR'S timing, speed or quality of response in the event that CONTRACTOR is directed by CITY through a Notice to Proceed to respond during or immediately after an Event.

5. SERVICES AND FACILITIES

It is understood that, except as otherwise specifically stated in this Agreement and Attachments to 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 upon issuance of a Notice to Proceed issued by City.

6. PERMITS AND REGULATIONS

Permits and licenses of a temporary nature necessary for the prosecution of the Services as requested or required by this Agreement shall be secured and paid for by the CONTRACTOR unless otherwise stated in this Agreement.

7. SUPERVISION BY CONTRACTOR

The CONTRACTOR will supervise and direct all Services provided pursuant to this Agreement. The CONTRACTOR is solely responsible for the means, methods, techniques, sequences, safety program and procedure(s) for all Services. The CONTRACTOR will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor by the CITY'S Authorized Representative shall be as binding as if given to the CONTRACTOR.

The name(s) of the supervisor(s) will be supplied to the CITY for each issuance of a Notice to Proceed through an attachment to this Agreement in the form of a Memorandum for the Record.

CONTRACTOR shall provide a safe working environment for all employees, subcontractors or other entities under control or direction of CONTRACTOR, where applicable.

8. HURRICANE PRE-LANDFALL PREPAREDNESS

In the event that the CITY is located within the predicted cone of uncertainty of a Category 2 or above hurricane, or predicted to be a Category 2 or above hurricane at landfall, CONTRACTOR shall, upon notification from the City Manager or designee, be prepared to mobilize to the site. The purpose of this provision is to have CONTRACTOR'S authorized representative and supervisor available immediately for commencement of all activities necessary for CONTRACTOR'S disaster monitoring services pursuant to this Agreement.

9. CHANGES IN SERVICES

The CITY may at any time, as the need arises, order changes within the Scope of Services without invalidating this Agreement. All changes affecting the project's costs or modifications of the terms or conditions of the Agreement shall be authorized by means of an official written Contract Change Order that is mutually agreed upon and signed by the CITY and the CONTRACTOR. All changes must be recorded on a written Contract Change Order before CONTRACTOR may proceed with the changes to the Services provided. Such change in Services may also include CONTRACTOR'S prompt replacement or substitution of any supervisor assigned by CONTRACTOR that CITY finds to be unresponsive or otherwise unacceptable for CITY'S purposes.

10. TERM OF AGREEMENT

The term of this Agreement shall be from December 1, 2008 through November 30, 2011.

11. RENEWAL OF AGREEMENT

This Agreement may be renewed for an additional year after concurrence of both parties on any negotiated changes to the terms and specifications contained in this Agreement. Attachment 2 of this Agreement may be reviewed on an annual basis at which time, amended unit costs may be submitted by CONTRACTOR to CITY to reflect the current disaster monitoring average market value of Services listed in Attachment 1 and priced in Attachment 2 of this Agreement, proof of such market value to be established in writing by CONTRACTOR to CITY'S satisfaction. Such amendments shall become part of this Agreement after a concurrence and signature of both parties.

12. TERMINATION

Either party upon 365 days written notice to the other party may terminate this Agreement, with or without cause.

13. INSURANCE AND BONDS; CERTIFICATES OF INSURANCE

(a) CONTRACTOR shall name the CITY as additional insured on CONTRACTOR'S insurance policies. CONTRACTOR shall be required to maintain the following limits:

Worker's Compensation - Statutory Limits of the State of Florida;
General Liability - One Million Dollars ($1,000,000) any single occurrence
Additional Liability Umbrella - Five Million Dollars ($5,000,000)

(b) CONTRACTOR shall provide CITY a Certificate of Insurance evidencing such coverage prior to the commencement of each hurricane season. 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 within ten (10) days of 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, does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

At the CITY'S option the CONTRACTOR will furnish a performance and payment bond for any and/or all Notices to Proceed. The cost of said bond premium will not be an additional cost to the CITY.

14. 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.

15. SUBCONTRACTING

(a) The CONTRACTOR shall be fully responsible to CITY for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons employed by it. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the services and give the CONTRACTOR the same powers regarding terminating any subcontract that the CITY may exercise over the CONTRACTOR under any provisions of this Agreement.

(b) Nothing contained in this Agreement shall create any additional relationship between any subcontractor and the CITY. The CONTRACTOR shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the CITY upon issuance of a Notice to Proceed (or as soon as reasonably possible thereafter) pursuant to this Agreement and updated by the CONTRACTOR to the CITY on a bi-weekly basis during CONTRACTOR'S Services. The CONTRACTOR shall not use a subcontractor or material supplier whom the CITY has a reasonable objection to, and shall make all reasonable attempts to subcontract with local firms currently doing business within the CITY and/or Lee County, Florida.

16. OTHER AGREEMENTS

The CITY may be required to enter into agreements with Federal and/or State agencies for disaster relief. The CONTRACTOR shall be bound by the terms and conditions of such agreements and shall make good faith efforts to assist CITY in complying with the requirements of such Agreements, including but not limited to requirements for Federal and State reimbursements.

17. CITY OBLIGATIONS

The CITY shall furnish all information and documents necessary for the commencement of services, to include a valid written Notice to Proceed. CONTRACTOR shall provide CITY with CONTRACTOR'S emergency e-mail and fax numbers upon execution of this Agreement to assure CITY'S ability to forward a Notice to Proceed under emergency circumstances. The CITY'S Public Works Director, Gates Castle, is hereby designated by the CITY to be the primary contact person for inspecting the work and answering any on-site questions prior to and after CITY'S issuance of a Notice to Proceed. In the absence of the Public Works Director, CITY will authorize a designee in writing.

18. ENTIRE AGREEMENT

(a) This Agreement and the Attachments incorporated herein contain the entire Agreement of the parties, and there are no other binding promises or conditions between the parties in any other agreement whether oral or written.

(b) In the event of any conflict between the provisions of this Agreement document and any attachment hereto incorporated as part of the Agreement, the provisions of this Agreement document shall prevail.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Contract effective the date first written above.

WITNESS:

_____
Witness #1 Signature

_____
Witness #1 Printed Name

_____
Witness #2 Signature

_____
Witness #2 Printed Name

CONTRACTOR:
NEEL-SCHAFFER, INC.

BY:_____
David R. Bowman, PE, Vice President
Address: 2600 Lake Lucien Drive
Suite 117
Maitland, FL 32751

CORPORATE SECRETARY ATTEST:

_____
Signature

_____
Printed Name

ATTEST:

_____
Pamela Smith, City Clerk

CITY OF SANIBEL:

By: _____
Judith A. Zimomra, City Manager

APPROVED AS TO FORM:

_____ _____
Kenneth B. Cuyler, City Attorney Date

ATTACHMENT 1
TO
AGREEMENT FOR DISASTER RECOVERY SERVICES

The following is a listing of services and/or tasks to be provided by CONTRACTOR to CITY upon receipt by CONTRACTOR of a Notice to Proceed:

1. SCOPE OF SERVICES ONE - DEBRIS MONITORING

Overview:
As a result of a hurricane or other disaster, the Contractor provides assistance with load inspections regarding storm debris cleanup being performed by one or more collection contractor(s) or municipal agencies.

Contractor shall supply sufficient number of trained monitors and trained supervisors to accommodate the volume of debris to be removed at collection sites and debris staging areas.

Contractor shall supply supervisors as directed by the City to oversee crew leaders. The City, based on geographical locations of debris monitoring teams and the scope of the project shall determine the number of supervisors required.

Contractor shall supply an initial work force of monitors, as directed by the City, within 24 hours of notification to proceed.

Contractor shall designate one monitor as a working crew leader for each crew of monitors. Crew leader will act as contact and be responsible for time sheets, assist City representative with scheduling of monitors and coordination of ticketing and load verifications.

Contractor shall remove any of it's employees from City of Sanibel service, immediately upon notice from City. Contractor shall replace any dismissed employees within next 24 hours.

Contractor's employees shall not present themselves as City of Sanibel employees and shall not direct or quote policy to the customers. Information on collection schedules or operations shall be referred to City of Sanibel staff.

Task 1 Collection Monitoring:
Contractor will perform work area inspections of storm debris collection. Work areas as directed by the City. The Contractor will provide sufficient trained field inspections for debris collected in assigned work areas utilizing load tickets and other documentation processes. These services may include:

a. Responsible for monitoring work with multiple truck pickups.
b. Conduct daily/weekly briefings, work progress, staffing, and other key items with the City.

c. Responsible for scheduling work for all team members and contractors on a daily basis.
d. Responsible for hiring, scheduling, and managing field staff.
e. Certify contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
f. Issue accurate detailed load tickets in the field for each fully loaded debris removal truck.
g. Tickets must include street names and addresses (where possible) for where debris was collected.
h. Generally monitor the work performance and productivity of the trucks. Make photographic records as appropriate.
i. Remain in contact with the central dispatch/staging operations.
j. Sign (legibly) each load ticket before allowing truck to leave the work area and proceed to the disposal site, noting volume of load / %full.
k. Coordinate with each truck in order to determine the location for the truck to return immediately following the delivery of it's full load to the disposal location.
l. Troubleshoot questions and problems in the work area and identify issues that could impact eligibility for cost reimbursements. Make and implement recommendations to improve efficiency and expedite recovery work.
m. Make sure tailgate is secured and all debris is safely confined within truck bed prior to leaving work area.
n. Survey and record the areas in which larger items such as tree stumps, hazard trees, and construction & demolition debris require special pick-up. Identify potential problems and maintain a location list of these areas for review at the close of each day.
o. Monitor stump removal program in compliance with State and Federal requirements.
p. Record on maps the streets in which debris was previously collected for disposal.
q. Perform other disaster recovery duties as written and directed by City.
r. Contractor shall compile daily and supply weekly, for each employee, legibly signed time sheets in triplicate with the original supplied to the City representative. Each time sheet shall include the date, hours of work performed, location of work performed, and shall be verified and signed by authorized City staff member.

Task 2 Monitor Temporary Debris Storage and Reduction Sites (TDSR site): Contractor will provide TDSR site inspection and recordation services related to debris collected and delivered to the TDSR site(s), including but not limited to:

a. Responsible for monitoring work with multiple contractors and multiple trucks delivering materials to the TDSR site(s).
b. Verify that each truck that delivers to the TDSR site matches its manifest truck ticket and indicate actual truck loading capacity (% full of debris) on load ticket.
c. Make sure tailgate of truck is in place and secured and truck loaded safely.

d. Photograph each loaded truck bed in accordance with FEMA 325 Guidance Manual and link digital photographic records with truck's manifest.
e. Verify that trucks depart TDSR site empty.
f. Maintain manifest tickets in an organized manner for proper record review and storage.
g. Initial load tickets before permitting truck to leave the TDSR site(s) check-in area to empty its load.
h. Troubleshoot questions and problems at the TDSR site and identify issues that could impact eligibility for cost reimbursements.
i. Remain in contact with the central office/staging operation command center.
j. Perform other duties as directed by the City such as conduct final inspections and issue closeout documents.
k. Contractor shall compile daily and supply weekly, for each employee, legibly signed time sheets in triplicate with the original supplied to the City representative. Each time sheet shall include the date, hours of work performed, location of work performed, and shall be verified and signed by authorized City staff member.

Task 3 Data Management:
Contractor will coordinate data recordation and information management systems, including but not limited to:

a. Prepare detailed estimates and submit to State, FHWA, FEMA, and other applicable agencies for use in Project Worksheet preparation.
b. Digitize source documentation such as load tickets.
c. Implement and maintain an approved electronic disaster debris management system linking load ticket and TDSR site information, including reconciliation and photographic documentation processes.
d. Provide daily, weekly or other periodic reports for City staff noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.
e. Develop maps, GIS applications, etc., as necessary.
f. Comprehensively review, reconcile and validate debris removal contractor(s) invoices prior to submission to the City for processing.
g. Finalize report, prepare appeal(s) and assist the City.
h. Perform other disaster recovery services as requested in writing by the City.

2. SCOPE OF SERVICES TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

Task 1 Emergency Management Planning and Training:
If requested by the City, the Contractor shall provide:
See Note (1) at end of section

a. Aid with Comprehensive Emergency Management Plans to include plan development, review, and revisions.
b. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
c. Technical support and assistance in developing public information.
d. Other training and assistance as requested by the City.
e. Other reports and data as required by the City.
f. Other emergency management and consulting services identified and required by the City.

NOTE (1): This is the concept of complete recovery management support where CONTRACTOR would assist an applicant on all aspects of the recovery process. CONTRACTOR personnel cannot assume the Sovereign Duties of the CITY officials, therefore these services shall be in the form of guidance and consultation.

ATTACHMENT 2(A)
TO
AGREEMENT FOR DISASTER DEBRIS MONITORING SERVICES

The following is a listing of costs for technical services and/or tasks to be provided by CONTRACTOR to CITY upon issuance to the CONTRACTOR of a Notice to Proceed. Costs denoted by an hourly dollar amount represent an hourly rate for personnel services only. Costs denoted by a unit price denote the reasonable non-labor reimbursable expenses to provide the appropriate services of debris monitoring.

1. CONTRACTOR INVOICING

The CONTRACTOR may invoice the CITY not more than once every fifteen (15) days. Fifteen (15) days after beginning work and/or providing services described in a Notice to Proceed, the CONTRACTOR may submit the first payment request to the CITY. The payment request shall be filled out and signed by the CONTRACTOR covering the work performed during the period covered by the payment request and supported by such data as the CITY may reasonably require. The CITY shall, within five (5) working days of receiving such payment request, finalize review of documentation and make payment to CONTRACTOR. CONTRACTOR will be subject to audit by Federal, State and local agencies pursuant to this Contract.

2. COSTS FOR SCOPE OF SERVICES ONE - DEBRIS MONITORING

Payment for Monitoring the gathering, pick-up, hauling and processing of Debris from Public Property:

Disaster Debris Monitoring Services on an as needed basis when requested by the City of Sanibel at a cost per hour. The CITY and the CONTRACTOR shall have inspectors in the field with each work crew to monitor, record, and sign time sheets for the actual times worked for each crew-member present at a particular work site. These signed records shall be the basis for the CONTRACTOR'S invoice to the CITY. For debris monitoring of removal, hauling, storage, and reduction, the CONTRACTOR shall receive payment for those prices listed in Attachment 2(B), Pricing Schedule. Reasonable travel, per diem, and other direct project costs will be billed to the City at cost without markup. Receipts and in-house logs are required for all non-labor reimbursable expenses (such as meals). Not-to-Exceed charges for vehicle travel allowance and lodging are listed in Attachment 2(B).

3. COSTS FOR SCOPE OF SERVICES TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

Emergency management planning and training:

Technical Disaster Recovery Assistance related to Emergency Management Planning and Training on an as needed basis when requested by the City of Sanibel at a cost per hour. CONTRACTOR shall receive payment for services with those prices listed in Attachment 2(B), Pricing Schedule. Reasonable travel, per diem, and other direct project costs will be billed to the City at cost without markup. Receipts and in-house logs are required for all non-labor reimbursable expenses (such as meals). Not-to-Exceed charges for vehicle travel allowance and lodging are listed in Attachment 2(B).

Attachment 2(B)
Agreement for Disaster Debris Monitoring Services
Pricing Schedule

Contractor's Personnel Hourly Rate Schedule

Positions

Personnel Description	Unit		Unit Price
Project Manager	Hour		$66.00
Operations Manager	Hour		$66.00
GIS Analyst	Hour		$56.00
Field Supervisor	Hour		$56.00
TDSR Site/Tower Monitor	Hour		$41.00
Collection Site Monitor	Hour		$41.00
Load Ticket Data Entry Clerk	Hour		$31.00
Billing/Invoice Analyst	Hour		$31.00
Project Assistant	Hour		$31.00
Field Coordinator (Crew monitor)	Hour		$41.00

Other Positions

Personnel Description	Unit		Unit Price
Senior Consultant	Hour		$280.00
Consultant/Project Officer	Hour		$150.00
Specialist	Hour		$120.00

NOTES:

1. These hourly labor rates include all applicable overhead and profit.
2. All non-labor related project cost (including travel, lodging, per diem, communications, supplies, rental equipment, and other direct expenses) will be billed to the City at cost without mark-up with prior authorized City staff member approval.

Attachment 2(B)
Agreement for Disaster Debris Monitoring Services
Pricing Schedule

Contractor's Non-Personnel Reimbursable Expenses and Costs

Item		Basis of Charge
Vehicle Travel Allowance (or)		$0.46/mile
Lodging (Per Person)		Actual Cost NTE $125.00

NOTES:

1. Receipts and in-house logs are required for all non-personnel reimbursable expenses.
2. N.T.E. indicates Not-To-Exceed.

AGREEMENT FOR DISASTER DEBRIS MONITORING SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2008, by and between the **CITY OF SANIBEL**, a municipal corporation located in Lee County, Florida (hereinafter referred to as "CITY"), and SOLID RESOURCES, INC. (hereinafter referred to as **"CONTRACTOR").** (CITY and CONTRACTOR may be referred to hereinafter individually as "party" and collectively as "parties").

WITNESSETH:

WHEREAS, 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 tornados, as well as any other natural and/or manmade disaster (hereinafter referred to as "Events"); and

WHEREAS, it is necessary and in the best interests of the citizens of the CITY to contract for disaster debris monitoring assistance to appointed and elected officials within the CITY, on an as-needed and as-directed basis to respond to such Events; and

WHEREAS, this Agreement is intended to meet, in all respects, the debris removal eligibility criteria for disaster recovery services that applicants must meet in order to receive assistance under the FEMA Public Assistance Program and shall be construed to meet such eligibility criteria and to be in compliance with all federal, state and local requirements for such contracts;

NOW, THEREFORE, CONTRACTOR for and in consideration of the sum of Ten Dollars and no/100 ($10.00), acknowledged to have been paid, and the covenants set forth below, and for other good and valuable considerations acknowledged by the parties to be sufficient, said parties hereto agree as to the following:

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7. SUPERVISION BY CONTRACTOR

The CONTRACTOR will supervise and direct all Services provided pursuant to this Agreement. The CONTRACTOR is solely responsible for the means, methods, techniques, sequences, safety program and procedure(s) for all Services. The CONTRACTOR will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor by the CITY'S Authorized Representative shall be as binding as if given to the CONTRACTOR.

The name(s) of the supervisor(s) will be supplied to the CITY for each issuance of a Notice to Proceed through an attachment to this Agreement in the form of a Memorandum for the Record.

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replacement or substitution of any supervisor assigned by CONTRACTOR that CITY finds to be unresponsive or otherwise unacceptable for CITY'S purposes.

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13. INSURANCE AND BONDS; CERTIFICATES OF INSURANCE

(a) CONTRACTOR shall name the CITY as additional insured on CONTRACTOR'S insurance policies. CONTRACTOR shall be required to maintain the following limits:

Worker's Compensation - Statutory Limits of the State of Florida;
General Liability - One Million Dollars ($1,000,000) any single occurrence
Additional Liability Umbrella - Five Million Dollars ($5,000,000)

(b) CONTRACTOR shall provide CITY a Certificate of Insurance evidencing such coverage prior to the commencement of each hurricane season. 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 within ten (10) days of 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, does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

At the CITY'S option the CONTRACTOR will furnish a performance and payment bond for any and/or all Notices to Proceed. The cost of said bond premium will not be an additional cost to the CITY.

14. 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.

15. SUBCONTRACTING

(a) The CONTRACTOR shall be fully responsible to CITY for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons employed by it. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the services and give the CONTRACTOR the same powers regarding terminating any subcontract that the CITY may exercise over the CONTRACTOR under any provisions of this Agreement.

(b) Nothing contained in this Agreement shall create any additional relationship between any subcontractor and the CITY. The CONTRACTOR shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the CITY upon issuance of a Notice to Proceed (or as soon as reasonably possible thereafter) pursuant to this Agreement and updated by the CONTRACTOR to the CITY on a bi-weekly basis during CONTRACTOR'S Services. The CONTRACTOR shall not use a subcontractor or material supplier whom the CITY has a reasonable objection to, and shall make all reasonable attempts to subcontract with local firms currently doing business within the CITY and/or Lee County, Florida.

16. OTHER AGREEMENTS

The CITY may be required to enter into agreements with Federal and/or State agencies for disaster relief. The CONTRACTOR shall be bound by the terms and conditions of such agreements and shall make good faith efforts to assist CITY in complying with the requirements of such Agreements, including but not limited to requirements for Federal and State reimbursements.

17. CITY OBLIGATIONS

The CITY shall furnish all information and documents necessary for the commencement of services, to include a valid written Notice to Proceed. CONTRACTOR shall provide CITY with CONTRACTOR'S emergency e-mail and fax numbers upon execution of this Agreement to assure CITY'S ability to forward a Notice to Proceed under emergency circumstances. The CITY'S Public Works Director, Gates Castle, is hereby designated by the CITY to be the primary contact person for inspecting the work and answering any on-site questions prior to and after CITY'S issuance of a Notice to Proceed. In the absence of the Public Works Director, CITY will authorize a designee in writing.

18. ENTIRE AGREEMENT

(a) This Agreement and the Attachments incorporated herein contain the entire Agreement of the parties, and there are no other binding promises or conditions between the parties in any other agreement whether oral or written.

(b) In the event of any conflict between the provisions of this Agreement document and any attachment hereto incorporated as part of the Agreement, the provisions of this Agreement document shall prevail.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Contract effective the date first written above.

WITNESS:

_____
Witness #1 Signature

_____
Witness #1 Printed Name

_____
Witness #2 Signature

_____
Witness #2 Printed Name

CONTRACTOR:
SOLID RESOURCES, INC.

BY:_____
Gary J. Stankovich, President
Address: 2201 Cantu Court, Suite 119
Sarasota, FL 34232

CORPORATE SECRETARY ATTEST:

_____
Signature

_____
Printed Name

ATTEST:

_____
Pamela Smith, City Clerk

CITY OF SANIBEL:

By: _____
Judith A. Zimomra, City Manager

APPROVED AS TO FORM:

_____ _____
Kenneth B. Cuyler, City Attorney Date

ATTACHMENT 1
TO
AGREEMENT FOR DISASTER RECOVERY SERVICES

The following is a listing of services and/or tasks to be provided by CONTRACTOR to CITY upon receipt by CONTRACTOR of a Notice to Proceed:

1. SCOPE OF SERVICES ONE - DEBRIS MONITORING

Overview:
As a result of a hurricane or other disaster, the Contractor provides assistance with load inspections regarding storm debris cleanup being performed by one or more collection contractor(s) or municipal agencies.

Contractor shall supply sufficient number of trained monitors and trained supervisors to accommodate the volume of debris to be removed at collection sites and debris staging areas.

Contractor shall supply supervisors as directed by the City to oversee crew leaders. The City, based on geographical locations of debris monitoring teams and the scope of the project shall determine the number of supervisors required.

Contractor shall supply an initial work force of monitors, as directed by the City, within 24 hours of notification to proceed.

Contractor shall designate one monitor as a working crew leader for each crew of monitors. Crew leader will act as contact and be responsible for time sheets, assist City representative with scheduling of monitors and coordination of ticketing and load verifications.

Contractor shall remove any of it's employees from City of Sanibel service, immediately upon notice from City. Contractor shall replace any dismissed employees within next 24 hours.

Contractor's employees shall not present themselves as City of Sanibel employees and shall not direct or quote policy to the customers. Information on collection schedules or operations shall be referred to City of Sanibel staff.

Task 1 Collection Monitoring:
Contractor will perform work area inspections of storm debris collection. Work areas as directed by the City. The Contractor will provide sufficient trained field inspections for debris collected in assigned work areas utilizing load tickets and other documentation processes. These services may include:

a. Responsible for monitoring work with multiple truck pickups.
b. Conduct daily/weekly briefings, work progress, staffing, and other key items with the City.

c. Responsible for scheduling work for all team members and contractors on a daily basis.
d. Responsible for hiring, scheduling, and managing field staff.
e. Certify contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
f. Issue accurate detailed load tickets in the field for each fully loaded debris removal truck.
g. Tickets must include street names and addresses (where possible) for where debris was collected.
h. Generally monitor the work performance and productivity of the trucks. Make photographic records as appropriate.
i. Remain in contact with the central dispatch/staging operations.
j. Sign (legibly) each load ticket before allowing truck to leave the work area and proceed to the disposal site, noting volume of load / %full.
k. Coordinate with each truck in order to determine the location for the truck to return immediately following the delivery of it's full load to the disposal location.
l. Troubleshoot questions and problems in the work area and identify issues that could impact eligibility for cost reimbursements. Make and implement recommendations to improve efficiency and expedite recovery work.
m. Make sure tailgate is secured and all debris is safely confined within truck bed prior to leaving work area.
n. Survey and record the areas in which larger items such as tree stumps, hazard trees, and construction & demolition debris require special pick-up. Identify potential problems and maintain a location list of these areas for review at the close of each day.
o. Monitor stump removal program in compliance with State and Federal requirements.
p. Record on maps the streets in which debris was previously collected for disposal.
q. Perform other disaster recovery duties as written and directed by City.
r. Contractor shall compile daily and supply weekly, for each employee, legibly signed time sheets in triplicate with the original supplied to the City representative. Each time sheet shall include the date, hours of work performed, location of work performed, and shall be verified and signed by authorized City staff member.

Task 2 Monitor Temporary Debris Storage and Reduction Sites (TDSR site): Contractor will provide TDSR site inspection and recordation services related to debris collected and delivered to the TDSR site(s), including but not limited to:

a. Responsible for monitoring work with multiple contractors and multiple trucks delivering materials to the TDSR site(s).
b. Verify that each truck that delivers to the TDSR site matches its manifest truck ticket and indicate actual truck loading capacity (% full of debris) on load ticket.
c. Make sure tailgate of truck is in place and secured and truck loaded safely.

d. Photograph each loaded truck bed in accordance with FEMA 325 Guidance Manual and link digital photographic records with truck's manifest.
e. Verify that trucks depart TDSR site empty.
f. Maintain manifest tickets in an organized manner for proper record review and storage.
g. Initial load tickets before permitting truck to leave the TDSR site(s) check-in area to empty its load.
h. Troubleshoot questions and problems at the TDSR site and identify issues that could impact eligibility for cost reimbursements.
i. Remain in contact with the central office/staging operation command center.
j. Perform other duties as directed by the City such as conduct final inspections and issue closeout documents.
k. Contractor shall compile daily and supply weekly, for each employee, legibly signed time sheets in triplicate with the original supplied to the City representative. Each time sheet shall include the date, hours of work performed, location of work performed, and shall be verified and signed by authorized City staff member.

Task 3 Data Management:
Contractor will coordinate data recordation and information management systems, including but not limited to:

a. Prepare detailed estimates and submit to State, FHWA, FEMA, and other applicable agencies for use in Project Worksheet preparation.
b. Digitize source documentation such as load tickets.
c. Implement and maintain an approved electronic disaster debris management system linking load ticket and TDSR site information, including reconciliation and photographic documentation processes.
d. Provide daily, weekly or other periodic reports for City staff noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.
e. Develop maps, GIS applications, etc., as necessary.
f. Comprehensively review, reconcile and validate debris removal contractor(s) invoices prior to submission to the City for processing.
g. Finalize report, prepare appeal(s) and assist the City.
h. Perform other disaster recovery services as requested in writing by the City.

2. SCOPE OF SERVICES TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

Task 1 Emergency Management Planning and Training:
If requested by the City, the Contractor shall provide:
See Note (1) at end of section

a. Aid with Comprehensive Emergency Management Plans to include plan development, review, and revisions.
b. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
c. Technical support and assistance in developing public information.
d. Other training and assistance as requested by the City.
e. Other reports and data as required by the City.
f. Other emergency management and consulting services identified and required by the City.

NOTE (1): This is the concept of complete recovery management support where CONTRACTOR would assist an applicant on all aspects of the recovery process. CONTRACTOR personnel cannot assume the Sovereign Duties of the CITY officials, therefore these services shall be in the form of guidance and consultation.

ATTACHMENT 2(A)
TO
AGREEMENT FOR DISASTER DEBRIS MONITORING SERVICES

The following is a listing of costs for technical services and/or tasks to be provided by CONTRACTOR to CITY upon issuance to the CONTRACTOR of a Notice to Proceed. Costs denoted by an hourly dollar amount represent an hourly rate for personnel services only. Costs denoted by a unit price denote the reasonable non-labor reimbursable expenses to provide the appropriate services of debris monitoring.

1. CONTRACTOR INVOICING

The CONTRACTOR may invoice the CITY not more than once every fifteen (15) days. Fifteen (15) days after beginning work and/or providing services described in a Notice to Proceed, the CONTRACTOR may submit the first payment request to the CITY. The payment request shall be filled out and signed by the CONTRACTOR covering the work performed during the period covered by the payment request and supported by such data as the CITY may reasonably require. The CITY shall, within five (5) working days of receiving such payment request, finalize review of documentation and make payment to CONTRACTOR. CONTRACTOR will be subject to audit by Federal, State and local agencies pursuant to this Contract.

2. COSTS FOR SCOPE OF SERVICES ONE - DEBRIS MONITORING

Payment for Monitoring the gathering, pick-up, hauling and processing of Debris from Public Property:

Disaster Debris Monitoring Services on an as needed basis when requested by the City of Sanibel at a cost per hour. The CITY and the CONTRACTOR shall have inspectors in the field with each work crew to monitor, record, and sign time sheets for the actual times worked for each crew-member present at a particular work site. These signed records shall be the basis for the CONTRACTOR'S invoice to the CITY. For debris monitoring of removal, hauling, storage, and reduction, the CONTRACTOR shall receive payment for those prices listed in Attachment 2(B), Pricing Schedule. Reasonable travel, per diem, and other direct project costs will be billed to the City at cost without markup. Receipts and in-house logs are required for all non-labor reimbursable expenses (such as meals). Not-to-Exceed charges for vehicle travel allowance and lodging are listed in Attachment 2(B).

3. COSTS FOR SCOPE OF SERVICES TWO - TECHNICAL DISASTER RECOVERY ASSISTANCE

Emergency management planning and training:

Technical Disaster Recovery Assistance related to Emergency Management Planning and Training on an as needed basis when requested by the City of Sanibel at a cost per hour. CONTRACTOR shall receive payment for services with those prices listed in Attachment 2(B), Pricing Schedule. Reasonable travel, per diem, and other direct project costs will be billed to the City at cost without markup. Receipts and in-house logs are required for all non-labor reimbursable expenses (such as meals). Not-to-Exceed charges for vehicle travel allowance and lodging are listed in Attachment 2(B).

Attachment 2(B)
Agreement for Disaster Debris Monitoring Services
Pricing Schedule

Contractor's Personnel Hourly Rate Schedule

Positions

Personnel Description	Unit		Unit Price
Project Manager	Hour		$80.00
Operations Manager	Hour		$60.00
GIS Analyst	Hour		$60.00
Field Supervisor	Hour		$50.00
TDSR Site/Tower Monitor	Hour		$35.00
Collection Site Monitor	Hour		$35.00
Load Ticket Data Entry Clerk	Hour		$25.00
Billing/Invoice Analyst	Hour		$30.00
Project Assistant	Hour		$30.00
Field Coordinator (Crew monitor)	Hour		$45.00

Other Positions

Personnel Description	Unit		Unit Price
Debris Management Consultant	Hour		$65.00
FEMA/FHWA Specialist	Hour		$70.00

NOTES:

1. These hourly labor rates include all applicable overhead and profit.
2. All non-labor related project cost (including travel, lodging, per diem, communications, supplies, rental equipment, and other direct expenses) will be billed to the City at cost without mark-up with prior authorized City staff member approval.

Attachment 2(B)
Agreement for Disaster Debris Monitoring Services
Pricing Schedule

Contractor's Non-Personnel Reimbursable Expenses and Costs

Item		Basis of Charge
Vehicle Travel Allowance (or)		$0.585/mile
Lodging (Per Person)		Actual Cost NTE $100.00

NOTES:

1. Receipts and in-house logs are required for all non-personnel reimbursable expenses.
2. N.T.E. indicates Not-To-Exceed.