

RESOLUTION NO. 10-058

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED AGREEMENT TO FURNISH DISASTER RESPONSE SERVICES TO THE CITY OF KEY WEST BETWEEN THE CITY AND OMNI PINNACLE, LLC; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Key West City Commission resolution 09-184 evaluated disaster response service providers and directed the City Manager to negotiate contracts with the top five ranked firms;

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached Agreement for disaster response services is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 16th day of February, 2010.

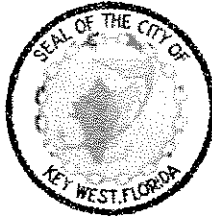
Authenticated by the presiding officer and Clerk of the Commission on February 17, 2010.

Filed with the Clerk February 17, 2010.

ATTEST:

Cheryl Smith
CHERYL SMITH, CITY CLERK

Craig Cates
CRAIG CATES, MAYOR



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager

FROM: David Fernandez, Assistant City Manager - Operations *DF*

DATE: January 7, 2010

SUBJECT: Resolution Approving the Disaster Response Services Contract

ACTION STATEMENT: A Resolution approving the attached Disaster Response Service Contract with Omni Pinnacle, LLC as authorized by Resolution 09-184.

STRATEGIC PLAN:

Storm Event planning has been identified as a major priority in the Environment Management Section of the Strategic Plan.

BACKGROUND:

The City was impacted by one Tropical Storm and three Hurricanes during the 2008 storm season. Although three of the events were ineligible for FEMA or State reimbursement, each resulted in minor to moderate damage from wind and moderate damage from flooding. Flood damage was confined to the South side of the island; Smathers Beach and Atlantic Boulevard.

Grubb Emergency Services LLC has been the city's debris removal contract since Hurricane George in 1998 and is under contract with the City until July of 2009. This contract was awarded on an emergency basis and was not competitively bid.

Resolution 09-184 ranked the Disasters Response Service Responders and authorized staff to negotiate (5) five contracts for a term of (3) three years (with a three year option). The ranking is as follows:

M E M O R A N D U M



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

M E M O R A N D U M

Ranking	Proposer	Criteria	Cost of Services Matrix	Performance Scores
1	Crowder Disaster	Lump Sum 72 hr Push Unit Price	2,408,460.00 22,176.00 3,288,150.50	1030
2	CrowderGulf Joint Venture	Lump Sum 72 hr Push Unit Price	3,942,000.00 31,302.00 5,475,226.21	1080
3	Omni Pinnacle	Lump Sum 72 hr Push Unit Price	2,803,130.00 24,849.00 4,244,079.00	987
4	Ashbritt Environmental, Inc	Lump Sum 72 hr Push Unit Price	5,508,660.00 26,640.00 6,521,253.50	858
5	DRC Emergency	Lump Sum 72 hr Push Unit Price	2,548,244.00 28,980.00 3,612,774.00	858

PURPOSE AND JUSTIFICATION

The City of Key West intends to enter into three year contracts with the five finalists with the capabilities of extending said contracts. Once contracts have been EXECUTED, the City reserves the right to deal with each of the five providers equally and dependent on availability and performance.

Maintaining contracts with multiple debris management and hauling firms, ensure that the City has adequate resources to respond to and recover from storm events. Selection of companies with debris management experience helps to ensure good business practices and record keeping, which are in line with FEMA and State guidelines for reimbursement, saving taxpayer's money.

OPTIONS:

- Reject all the contracts and direct staff to solicit new proposals. Staff does not anticipate proposals significantly different from those received. This option is not recommended.
- Reject this contract and approve one or more of the other contracts submitted. There does not appear to be a basis for this course of action.
- Approve this contract. This option provides the City the necessary resources to recover from hurricanes and other disasters.

Key to the Caribbean - average yearly temperature 77 ° Fahrenheit.

CITY OF KEY WEST

AGREEMENT TO FURNISH
DISASTER RESPONSE SERVICES
TO THE
CITY OF KEY WEST

February, 2010

Contractor:
Omni Pinnacle, LLC
90 Glen Court
Pearl River, LA 70452

Agreement to Furnish Disaster Response Services to the City of Key West

This AGREEMENT is made and entered into by and between the City of Key West, a municipal corporation of the State of Florida, whose address is 525 Angela Street, Key West, Florida 33040, hereafter referred to as the "CITY" and Omni Pinnacle, LLC, a Louisiana limited liability company, whose address is 90 Glen Court, Pearl River, Louisiana, 70452 hereafter referred to as the "CONTRACTOR". This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT for the term specified in Paragraph 10.1.

Article 1. Scope of Services

Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver disaster response services as requested by the City including but not limited to the timely removal and lawful disposal of all eligible storm-generated debris.

These contracted services shall include all items listed below and provide for the cost effective and efficient removal and lawful collection and disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the City, and in accordance with FEMA requirements. Contract services will only be performed when requested and as designated by the City Manager (or his designee) by approved Work Authorization issued in writing. Contractor shall load and haul the debris from within the legal boundaries of the City or city designated Temporary Debris Management Site(s), to a site(s) specified by the City as set out in Section 6.9 below.

The City reserves the right to assign work to various contractors, at its sole discretion. The City also reserves the right to approve all subcontractors hired by the contractor and/or to require the contractor to dismiss a subcontractor upon request.

1.1 Emergency Push / Road Clearance

Contractor shall accomplish the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees off of transportation routes as identified by and directed by the City. The emergency push will normally be completed within the first 70 hours following the activation of this contract, unless notified otherwise by the City. Time and material rate shall be applicable.

1.2 Debris Removal from Public Right-of-Way (ROW):

As directed by the City, Contractor shall load and haul all eligible debris to an approved and certified Temporary Debris Management Site (TDMS) or other disposal destination, as specified by the City. All collection and hauling will be

consistent with Federal requirements applicable to the disaster event. The Contractor will ensure compliance with instructions from the City regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris.

1.3 Debris Clearance/Removal from Public Property:

As directed by the City, Contractor shall clear eligible debris from public property, load and haul all debris to a designated temporary debris management site (TDMS) or other disposal destination designated by the City. If necessary, the City will confirm the FEMA eligibility of the debris to be removed.

1.4 Demolition of Structures and Construction Debris Removal:

As directed by the City, Contractor shall demolish unsafe structures and remove debris that has been determined by the City to be a threat to the health and safety of the public. Contractor will exercise due diligence in demolishing and/or removing debris from private property. The City will direct actions to secure the Right of Entry (ROE) onto private property to allow demolition and removal. Contractor will ensure hazardous materials screening and utilities disconnection as appropriate. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.

1.5 Private Property Waivers:

The City will direct all actions to secure necessary permissions, waivers and ROE agreements from real property owners and/or Homeowner Associations (HOA) as required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with Federal requirements applicable to the disaster event.

1.6 Debris Separation/Reduction and Temporary Debris Management Site (TDMS) Management:

Contractor shall operate and manage the TDMS to accept and process all event debris. All actions will be implemented by the Contractor only with the prior approval of the City. Actions by the Contractor will include, but are not limited to, the following:

- 1.6.1 Ensure that only debris authorized by the City's Contract Administrator will be allowed into the TDMS sites.
- 1.6.2 Provide to the City a video record of the pre- and post-use site conditions.
- 1.6.3 Conduct an onsite Phase 1 Environmental Audit, if required by the City. Contractor shall submit list of engineering firms that shall be engaged by Contractor to perform such Audit.
- 1.6.4 Prepare a plan of proposed site layout and review with the City prior to its implementation.
- 1.6.5 Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the City prior to its implementation.

- 1.6.6 Provide adequate fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the TDMS.
- 1.6.7 Build and/or maintain roads as necessary for TDMS operation.
- 1.6.8 Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors; Towers will be positioned at any entrance and any exit of the TDMS.
- 1.6.9 Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.
- 1.6.10 Confine hours of operation of the TDMS to those determined by the City.
- 1.6.11 Stage and process all debris in a manner in accordance with instructions from the City in a manner acceptable to FEMA.
- 1.6.12 Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction.
- 1.6.13 Prior to reduction and to the extent practical, segregates debris between vegetative debris, construction and demolition debris, white goods, and hazardous waste.
- 1.6.14 Develop and implement, with the approval of the City, a procedure for management of the receipt of unauthorized and/or ineligible debris at the TDMS.
- 1.6.15 Provide the City with proper and acceptable documentation (including destination, tickets, volume/weight) for final disposal of debris accepted at the TDMS.
- 1.6.16 Upon the closure of the TDMS, restore the TDMS to its pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition.
- 1.6.17 As directed by the City, sod, hydro-seed or sprig the TDMS property once all other site closure issues have been addressed and cleared by the appropriate environmental agency.
- 1.6.18 As directed by the City, conduct post use soil and water tests as required by FDEP.
- 1.6.19 Ensure debris from multiple disaster incidents is stored separately enough to distinguish the related costs per disaster.
- 1.6.20 TDMS should have a tent, chair, and portable toilet available for staff to use while monitoring and working at the site.

1.7 Designation and Management of Staging Areas:

City shall provide list of staging areas to Contractor. Contractor shall identify appropriate staging areas for approval by City that would accommodate activities such as truck/equipment certification; provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. The City shall apply for and maintain any FDEP permits required for the site(s).

Contractor shall provide temporary housing, sanitary and other appropriate conveniences necessary for the care and well being of all Contractor and sub-contractor personnel. The City will approve of the location(s), size, layout and services to be provided at any staging area established by the Contractor, who will

ensure that each area is managed in accord with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods

1.8 Management of Tree Debris:

Tree debris is herein defined as vegetation, stumps, hanging limbs, leaning trees, and similar materials resulting from trees damaged during the event. The City shall direct the Contractor regarding removal, collection, hauling and disposal of eligible tree debris, which will adhere to the most current FEMA Guidance Policy Disaster Specific Guidelines. Stumps within the public rights-of-way deemed by the City to be public safety hazards will be removed and disposed of by the Contractor. The Contractor is responsible for collection, hauling and disposal of all tree debris on the cost basis of the cubic yard rate for regular vegetative debris on the cost basis of the cubic yard rate for regular vegetative debris.

1.9 Management of Hazardous Materials:

The Contractor will provide collection, identification, separation, hauling and disposal services for any Hazardous Waste or Household Hazardous Waste generated by the event.

1.10 Management of White Goods:

The Contractor will provide for collection, processing, hauling and disposal services for all White Goods, including Chlorofluorocarbons (CFC) refrigerant containing devices. The Contractor will be responsible for removal all CFC gases from White Goods prior to processing or shipping of White Goods for final disposal. The Contractor will be responsible for meeting all Federal and State requirements for the proper and safe handling of CFC containing devices. The cost basis will be the unit prices defined on Attachment A, Table B.

1.11 Disaster Recovery Technical Assistance:

The Contractor will provide Disaster Recovery Technical Assistance to the City to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program, planning, training and exercise development, as well as attendance at the City's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the City Representative.

1.12 Post Event Support Equipment:

The Contractor will supply the City with post event support equipment as requested. Equipment may include but not limited to: mobile satellite communications gear, mobile high-speed internet access, mobile radio communications gear, mobile cellular gear, mobile fueling gear, mobile kitchens, mobile housing, mobile laundry facilities etc.

1.13 Monitors:

The City will use trained City staff or hire contract employees and train them to perform as monitors. Each Contractor crew will be assigned a monitor at the City's expense.

1.14 Beach Cleaning:

In the event that the City's beaches have been damaged, the Contractor will provide all necessary equipment and manpower to remove debris from the City beaches, screen the beach sand as directed by the City and replace the screened sand on the beach as directed. The Contractor will be responsible for collection, hauling and disposal of any debris generated in the process of beach cleaning. The cost basis will be the unit prices defined in Attachment A.

Article 2. Compensation

The Contractor will be compensated for work completed by the Contractor in accordance with the Fee Schedule attached hereto and identified as Attachment A. The Contractor will submit proof of work in the form of load tickets, force labor tickets and or hourly time and materials tickets (first seventy two hours). The Contractor will provide the City with Daily reports including copies of all load and disposal tickets. The Contractor will submit to the City with a weekly summary report and Invoice for services. The Invoice will have all load and disposal ticket numbers referenced for the prior weeks work. The Contractor will remit to the City any monies collected from the recycling of White Goods or other metals collected under this contract.

Article 3. Invoicing and Payment

Monthly invoices will be issued by CONTRACTOR for all work performed during the preceding month under this AGREEMENT, as prescribed in Article 2. Invoices are to be submitted and paid in accordance with the Florida Prompt Payment Act.

Article 4. Performance of Services

The Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of the Contract or meeting the approval of the City may be rejected. Replacements and/or re-work, as required, will be accomplished on a timely basis at no additional cost to the City.

Article 5. Standards of Performance

5.1 Contractor Representative and General Operations Plan:

The Contractor shall have a knowledgeable and responsible representative report to the City and provide a copy of final Contractor's General Operations Plan within ten (10) days following the execution of the Contract. The City will approve the General Operations Plan prior to its implementation within the City. The Contractor's Representative shall have the authority to implement all actions required to begin the

performance of contracted services as set forth in the Contract and the Contractor's General Operations Plan.

5.2 Mobilization:

When a notice to proceed in advance of an event has been received by the Contractor, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 24 hours and 100% of the required resources within 48 hours to commence and conduct these contracted services. It is the City's discretion to require pre-event staging at a location designated by the City. The City may take such other actions as necessary to address the failure of the Contractor to mobilize resources on the schedule required by the City.

Article 6. General Responsibilities

6.1 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, regardless of the additional burdens of compliance. City will provide the Contractor with a copy of any applicable agreements.

6.2 The City's Obligations:

The City shall furnish all information and documents necessary for the commencement of contracted services, including a written Work Authorization.

6.3 Contractor's Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Contractor personnel and subcontractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

6.4 Supervision by Contractor:

The Contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. The Contractor is solely responsible for all means, methods, techniques, safety and other procedures. The Contractor will employ and maintain a qualified Contractor's Representative as project manager at the work site(s) who shall have full authority to act on behalf of the Contractor. All communications given to the Contractor's Representative by the City shall be as binding as if given to the Contractor.

6.5 Self-sufficiency of Contractor and Subcontractors:

The Contractor shall ensure that its work force, including subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse affects on the community.

6.6 Damages by Contractor:

The Contractor shall be responsible for conducting all operations, whether contemplated by the Contract or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. The Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. The Contractor must report such damage to the City in writing within 24 hours. Should any property be damaged due to negligence on the part of the Contractor, the City may either bill the Contractor for the damages, withhold funds due to the Contractor, or the Contractor may also repair all damage to the satisfaction of the City. The determination of whether "negligence" has occurred shall be made by the City in its sole discretion.

6.7 Contractor's Duty Regarding Other Contractor(s):

The Contractor acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

6.8 Contractor's Ownership of Debris:

All debris, once collected by the Contractor, shall become the property of the Contractor or the City may exercise ownership of flow control for removal and lawful disposal. The debris may consist of, but not be limited to, vegetation, construction and demolition debris, white goods and collected hazardous materials.

6.9 Contractor's Disposal of Debris:

Unless otherwise directed by the City, the Contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the City. The locations of the TDMS shall be approved by the City. Final disposal sites shall be provided to the City in writing. Copies of receipts and disposal tickets shall be provided to the City when complete. Separate unit prices for delivery and disposal of debris to TDMS and final disposal may be allowed by the City. Upon request from the Contractor, other sites may be utilized as directed and/or approved by the City. All disposal sites must be permitted and/or otherwise authorized by the appropriate regulatory agency.

Article 7. General Terms and Conditions

7.1 Multiple, Scheduled Passes:

The Contractor shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the City. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the City. The Contractor will document the completion of all

passes based on the direction from the City and will provide this documentation to the City on the frequency requested by the City.

7.2 Clean as you go Policy:

The Contractor shall provide a "clean as you go" policy and supervise and enforce such policy during debris management operations. The Contractor should attempt to rake or sweep debris piles to try to minimize the amount washing into storm drains.

7.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any / all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City. Should operation of equipment be required outside of the public ROW, the Contractor will ensure that a Right-of-Entry agreement has been obtained prior to property entry.

7.4 Security of Debris During Hauling:

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secure and trimmed so that to the extent practical no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Contractor will survey the primary routes used by Contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

7.5 Traffic Control:

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). Contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

7.6 Work Days/Hours:

Work days and/or work hours shall be as directed by the City following consultation and notification to Contractor. Working hours on holidays shall be at the discretion of the City.

7.7 Hazardous and Industrial Wastes:

Upon the authorization of the City, the Contractor shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, the Contractor will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan, and this plan will be in accordance with all local, state and Federal requirements and will be approved by the City. In accord with this plan, the Contractor shall use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if and when directed to do so by the City.

7.8 Utilizing Local Resources:

Contractor shall, to every extent possible, give priority to utilizing labor and other resources originating within Monroe County.

7.9 Work Safety:

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training and supervision as may be required by the City and/or other governmental regulations. Contractor shall ensure that its subcontracts contain an equivalent safety provision.

7.10 Inspection of Contractor Operations:

All debris shall be subject to inspection by the City and other public authorities to ensure compliance with the Contract, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. The City will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

7.11 Corrective Actions Required of Contractor

When instructed by the City's Representative, the Contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of the Contract, as determined by the City in its sole discretion, and notify the City within 24 hours.

7.12 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the City that such actions are eligible for state and/or Federal reimbursement.

7.12.1 Eligibility Inspections:

A representative for the City shall inspect each load, or shall inspect at some other frequency of the City's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

7.12.2 Eligibility Determinations:

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and the Contractor will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

7.13 Other Agencies:

The term "government" as used in the Contract refers to those governmental agencies which may have a regulatory or funding interest in the Contract.

Article 8. Reports, Certifications and Documentation

8.1 Reports:

The Contractor shall submit periodic, written reports in a format required by the City documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

8.1.1 Daily Reports:

Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations within 24 hours.

8.1.2 Weekly Summaries:

A summary of all information contained in the daily reports as described in Section 6.1.1, within two days of the close of the week. At the request of the City, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include: Collection contractor or sub-contractor, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable) field monitor name / number, TDMS location, tower monitor / name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

8.1.3 Report Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by the City, in consultation with the Contractor.

8.1.4 Data Reconciliation

Reconciliation of data will be accomplished weekly between the Contractor and the City's Representative. All discrepancies will be resolved within 5 days.

8.1.5 Online Data Storage/Access

Throughout debris removal operations, Bidders will maintain an ongoing updated online secured Internet database accessible by the City that stores data and true document images, separated by incident, of the following: equipment certifications, load tickets, tipping tickets and invoices. These online databases will remain available for five years following project closeout.

8.1.6 Final Project Closeout:

Upon final inspection and/or closeout of the project by the City, Contractor shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by the Contractor, plus the total cost of the project invoiced to the City. The Contractor shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all subcontractors to the Contractor have been fully paid. The Contract will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the City and/or government. Final project reconciliation must be approved by the City.

8.2 Certifications

The Contractor will adhere to the process for certification of personnel and vehicles established by the Federal Emergency Management Agency, to include the following:

8.2.1 Certification of Vehicles and Load Capacity

- a. Contractor shall ensure that all equipment is certified in accordance with most current federal procedures.
- b. After a disaster, the City, or its designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the City.
- c. All Contractor and subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses.

- d. Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck will receive two placards, which shall be affixed on opposite sides of the truck body. The placards will be at least 42" x 24" with 6" lettering. The truck driver will be provided up to two (2) copies of a vehicle certification sheet by the contractor and also provide copies for subcontractor's records.
- e. Contractor may be required to provide a scale capable of weighing large trucks and equipment.

8.2.2 Certification of Personnel

The Contractor will certify to the City that all Contractor and subcontractor personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations. Upon request of the City, the Contractor will provide documentation certifying the adequacy of the training, experience and capabilities of all Contractor and subcontractor personnel, to include but not be limited to the following:

- 8.2.2.1 Senior management personnel of the Contractor assigned to implement work authorizations pursuant to the Contract will participate, upon request, in training and briefing sessions held by representatives of Monroe County and/or the City.
- 8.2.2.2 Senior, supervisory personnel of the Contractor and all subcontractors thereto will have received training in debris management, the operational concepts established by the Monroe County Countywide Debris Management Plan, and the implementation of the National Incident Management System.
- 8.2.2.3 Personnel assigned by the Contractor as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used by the City.
- 8.2.2.4 Vehicle and equipment operators will be fully licensed and certified and insured, as required by applicable local, State and Federal statutes and regulations.
- 8.2.2.5 Upon their deployment for field operations, all Contractor and subcontractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures

8.3 Utilization of a Standardized "load ticket":

The Contractor and all subcontractors will utilize a standardized "load ticket" for documenting each load of debris from its origin to the TDMS and/or final disposal

location. The "load ticket" utilized will be identical to the sample provided by the Contractor in Attachment B, unless improved and approved by the City.

8.4 Additional Supporting Documentation:

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by the City and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

8.5 Report Maintenance:

The Contractor will be subject to audit by federal, state and local agencies pursuant to the Contract. The Contractor will maintain all reports, records, debris reporting tickets and Contract correspondence for a period of not less than five (5) years in accordance with applicable state statutes.

Article 9. Descriptions

9.0 Description of Unit Price Bid items:

Table A – Unit Prices for Time and Materials: The Contractor will provide all services and expenses necessary for the emergency push, debris pickup and hauling, processing of debris at the temporary Debris management Site (TDMS), and final disposal for a fixed unit price as a cost per cubic yard, as well as time and material for all related equipment regardless of debris type. As necessary, Contractor may be paid based on the hourly use of equipment.

Table B - The Contractor will provide all services and expenses necessary for the emergency push, debris pickup and hauling, processing of debris at the TDMS, and final disposal for a fixed unit price as a cost per cubic yard, for the debris types noted below, but excluding debris designated as hazardous wastes. This cost is inclusive of all related expenses including but not limited to, contract administration, technical assistance to the jurisdiction, personnel training and certification, TDMS management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the Contract.

9.1 Cleaning and Restoration of Beaches:

The Contractor will remove and dispose of debris accumulated on the beaches located within the City by written request, and will collect, screen for debris removal, and re-deposit sand on the beach that has accumulated in adjacent areas up to 2,000 feet from the original land edge of the beach. Locations will be designated by the City's authorized representative. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

9.2 Debris Removal and Restoration of Canals:

The Contractor will remove debris resulting from the event that impedes the drainage and navigation of canals and adjacent banks, as directed by the City. Debris to be removed will be vegetative and/or construction and demolition debris affecting the canals, but *excludes* removal of damaged and/or abandoned boats. The Contractor will also haul, process and dispose of the collected debris.

9.2.1 The Contractor will restore, re-grade, and/or reseed the canal banks and slopes, as directed by the City. The Contractor will be reimbursed at a fixed rate for this service as established in Attachment A.

9.3 Motor Vehicles:

The Contractor will remove motor vehicles damaged by the disaster event and/or abandoned by the owner due to the circumstances of the event. The City will identify the area(s) from which motor vehicles are to be removed. Motor vehicles will be processed by or for the Contractor in a manner that complies with all requirements for removal and processing of hazardous materials, e.g., gasoline, oils and other fluids. The Contractor will also ensure the proper final disposal of the removed vehicle. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A., inclusive of all towing, processing and disposal costs.

9.4 Boats:

Boats severely damaged by the disaster event, and abandoned in or on the canals, marinas, and beaches of the City will be collected by the Contractor, processed for removal and disposal of hazardous materials in accord with applicable regulations, demolished and transported to a suitable location for final disposal. The City will determine the vessels to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing the Contractor to remove and dispose of the vessel. The Contractor is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

9.5 Hazardous Waste and Contaminated Debris Management:

The Contractor will identify, separate, collect, transport and dispose of disaster-generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris. The Contractor will provide trained, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct the Contractor personnel in the safe and proper handling and disposal of the material. All hazardous waste and contaminated debris will be collected, transported and disposed of by the Contractor as required by local, state and Federal regulations. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

9.6 Fire Suppression Support:

Under direction of the City Fire Chief or City Fire Marshall, in the event of water system failure in the City, the Contractor will provide filled water trucks of a minimum capacity of 1500 gallons, and equipped with outlet valves compatible with fire hose connections meeting national standards of the National Fire Protection Association, or as otherwise specified by the City. The City will direct the Contractor regarding the location(s) for the truck(s) to be positioned, and the City will provide a fully qualified and licensed driver. If the initial water supply is used, the City will be responsible for refilling the truck. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

9.7 Emergency Potable Water:

The Contractor will provide the City with whole pallets of individually bottled water drinking water. The City will instruct the Contractor as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

9.8 Emergency Delivery of Ice:

The Contractor will provide the City with whole pallets of cubed ice made from potable water in individually packaged sacks of between 5 and 10 pounds. The City will instruct the Contractor as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

9.9 Temporary Bathrooms, Showers, Kitchens and Feeding Stations:

The Contractor will provide the City with "comfort stations," e.g., modular units to provide for the comfort and support of disaster victims within or near impacted neighborhoods. The modular units will include tents, portable toilets, hand basins, shower units, a mobile kitchen, chairs and tables for food service, and all necessary personnel, food, equipment and supplies to operate the units for extended periods. Each comfort station must include equipment compliant with the Americans with Disabilities Act. The unit must be capable of serving three meals per day, one of which must be hot. The City will provide law enforcement and emergency medical services staff to compliment the work force provided by the Contractor. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

9.10 Temporary Satellite Communications:

The Contractor will provide satellite communications units capable of voice, text messaging, data transfer and Internet access for use by City personnel in the event of failure of other communications systems. The units will be rented / leased to the City and will be fully equipped, including AC/DC adapters (including automotive battery chargers), instructions and carrying cases. The units will be fully operational

upon delivery to the City, without further action by the City. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

9.11 Emergency Power Generation:

The Contractor will provide mobile electric power generation units for facilities and locations located within the City. The City will define the size and fuel type of the mobile units, which will be leased to the City. The City may require generators ranging in from 25 kw through 500 kw, and the Contractor will deliver the units to the facilities or locations designated by the City, and ensure connection of the unit to the existing electrical wiring by a licensed electrician. The Contractor will also ensure the unit is fueled, tested, and demonstrated to be operational prior to departure from the location. The Contractor will also provide fuel for the duration of the units use by the City, and will have readily available technical support and repair or replacement services. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

9.12 Pumping and Water Relocation/Removal for Flood Control:

The Contractor will provide all personnel, trucks, pumps, hoses, fuel, and other necessary equipment for removal of standing water from low collection areas where localized flooding threatens public safety or continuing property damage, as directed by the City. Water removal may be both by pumping to adjacent storm sewers, if functional, to nearby stream or drainage canals, or into tanker trucks. The Contractor must comply with any applicable environmental requirements concerning discharge of the water once pumped. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

9.13 Sewer, Culvert and Catch Basin Cleaning:

The Contractor will provide all personnel, vehicles, equipment and supplies to clean disaster-related debris, including sand and mud, from storm sewers, culverts, catch basins and draining canals. The City will designate the storm water systems to be cleaned. This service will be provided on a linear foot and per structure basis.

9.13.1 The disposal fee shall also be provided by the ton and Contractor should identify potential locations for disposal, either a landfill or waste-to-energy facility.

9.14 Decontamination of Buildings and Facilities:

The Contractor will provide for chemical and/or biological decontamination of buildings, facilities or other structures as directed by the City. The Contractor is responsible for providing experienced, trained and equipped personnel, for all equipment and supplies, and for final disposal of all contaminated materials removed from the structure. All operations by the Contractor must be in full compliance with all health and safety standards, as well as environmental protection requirements applicable to the decontamination and disposal process. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

9.15 Mold Remediation:

The Contractor will provide all personnel, equipment, supplies and services necessary for the planning of mold remediation services, removal and disposal of mold contaminated materials, and other mold remediation measures necessary for affected public buildings belonging to the City. The Contractor will comply with all Federal guidelines on mold remediation, and ensure compliance with all applicable health, safety and environmental protection standards. The City will designate which buildings or other structures are to be remediated, will approve the Contractor's mold remediation plan, and will designate the disposal facility to be utilized for mold-contaminated materials removed by the Contractor. The Contractor will be reimbursed at the fixed rates for this service as established in Attachment A.

9.16 Reimbursement

The Contractor will ensure that all reimbursement requests are compliant with current agency-specific policies and procedures.

9.17 City Supervision of Applicant

Each section/subsection will be supervised by the appropriate City Department, providing for recovery and restoration of normal services.

Article 10. General Legal Provisions

10.1 Agreement Period

The duration of the agreement shall be three (3) years commencing from the effective date of this Agreement with an additional three year option to extend on behalf of the City, which must be approved by Resolution of the City Commission.

10.2 Termination

This agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice to CONTRACTOR. No further work will be performed by CONTRACTOR upon receipt of this notice unless specifically authorized by the Director of Utilities of the City of Key West. Upon termination, the CONTRACTOR will be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the AGREEMENT. The CITY will not pay for anticipatory profits

10.3 Suspension, Delay, or Interruption Of Work

The CITY may suspend, delay, or interrupt the services of the CONTRACTOR for the convenience of the CITY. In the event of such suspension, delay, or interruption, or any other act or neglect of CITY or CITY's subcontractors, CITY will pay CONTRACTOR for work performed to date. In the event delays to the project are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

10.4 Third Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than the CITY and CONTRACTOR and has no third party beneficiaries. CONTRACTOR's services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the services.

10.5 Indemnification

10.5.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, property damage, losses, personal injuries, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR, its employees or agents, in the performance of this Agreement. Nothing herein is intended to waive the sovereign immunity afforded to CITY pursuant to Florida law, including section 768.28, Florida Statutes.

10.5.2 This indemnification shall survive the expiration or termination of this Agreement. In the event that any action or proceeding is brought against the CITY by reason of such claim or demand, CONTRACTOR shall, upon written notice from the CITY, resist and defend such action or proceeding by counsel satisfactory to the CITY. The CONTRACTOR shall defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the CITY's option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the CITY whether performed by CONTRACTOR, or by persons employed or used by CONTRACTOR.

10.6 Insurance/Evidence of Insurability

CONTRACTOR shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts as specified below, naming the CITY as an additional insured, underwritten by a firm qualified to do business in the State of Florida. CONTRACTOR shall not permit allow any Subcontractor to commence work on its Subcontract until the insurance required of the Subcontractor has been obtained and approved.

10.6.1 All insurance policies shall be issued by companies authorized in the State of Florida, with an A.M. Best rating of A-:VI or higher and shall provide evidence of such insurance to the CITY. The policies or certificates shall provide thirty (30) days prior to cancellation written notices for all of the required insurance policies stated below. All notices shall name the CONTRACTOR and identify the agreement or contract number. The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.

10.6.2 The status of the CONTRACTOR in the work to be performed outlined in this contract shall be that of an independent Contractor. As such, CONTRACTOR shall properly safeguard against any and all damage, loss or injury to persons or property that may arise, or be incurred in or during the conduct or progress of said work without regard to whether or not

CONTRACTOR, its Subcontractors, agents, or employees have been negligent.

10.6.3 The CONTRACTOR shall assume all responsibility for risks or casualties of every description, for any and all damage, loss or injury, to persons or property arising out of the nature of the work; negligence or failure of its employees and Subcontractors to comply with the Contract Documents; arising from action of the elements or from any unforeseen or unusual difficulty. The CONTRACTOR shall indemnify and save harmless the CITY, and all of its officers, agents and employees from all claims, demands and liabilities of any kind whatsoever in connection with work resulting from any acts of omission or commission chargeable to the CONTRACTOR, its Subcontractors and/or their respective duly authorized servants and/or employees. The CONTRACTOR agrees that the foregoing indemnification clause shall be insured under its Commercial General Liability policy, which must be endorsed to include Contractual Liability. If the CITY deems it necessary, the CONTRACTOR shall produce evidence of claims that have eroded the aggregate limit.

10.6.4 WORKER'S COMPENSATION INSURANCE - The CONTRACTOR shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance in compliance with the Compensation law of the State of Florida for all of its employees to be engaged in such work at the site of the project under this Agreement and in case of any such work is sublet, the CONTRACTOR shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the CONTRACTOR 's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under Workmen's Compensation Statute, the CONTRACTOR shall provide and shall cause such Subcontractor to provide adequate employer's liability insurance for the protection of such if its employees are not otherwise protected.

10.7 Contractor's Commercial General Liability Insurance and Automobile Liability Insurance

10.7.1 The CONTRACTOR 's Commercial General Liability (CGL) shall be in an amount acceptable to the CITY but not less than \$1,000,000. Combined Single Limit per occurrence and \$2,000,000 annual aggregate per project. The City of Key West must be named as an additional insured. The coverage must include:

10.7.1.1 Commercial Form

10.7.1.2 Premises/Operations

10.7.1.3 Underground, Explosions, and Collapse Hazard (if excavation, blasting, tunneling, demolition or rebuilding of any structural support of a building is involved or explosion hazard exists).

10.7.1.4 Products/Completed Operations

- 10.7.1.5 Independent Contractors (if any part of the Work is to be subcontracted)
 - 10.7.1.6 Broad Form Property Damage
 - 10.7.1.7 Personal Injury
 - 10.7.1.8 Cross-Liability Coverage
- 10.7.2. CONTRACTOR shall maintain products/completed operations coverage with a combined single limit no less than \$1,000,000 per occurrence of bodily injury/property damage for a period of at least twelve (12) months following final acceptance of Contractor's work by the CITY.
- 10.7.3 The CONTRACTOR's Commercial automobile Liability insurance must provide coverage for owned, non-owned, and hired vehicles and trailers used in connection therewith, with a combined single limit for bodily injury and property damage no less than \$1,000,000 per occurrence, with the City of Key West named as additional insured.
- 10.7.4 The insurance required herein and approval of CONTRACTOR's insurance by the CITY shall not relieve or decrease the liability of the CONTRACTOR hereunder.
- 10.8 SUBCONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE AND VEHICLE LIABILITY INSURANCE - The Contractor shall either (1) require each of its Subcontractors to procure and to maintain during the life of its subcontract, Commercial General Liability Insurance and Vehicle Liability Insurance of the type and in the amounts specified in Sub-Paragraph 10.6 hereof, or; (2) to insure the activities of its Subcontractors in its policy, as specified in Sub-Paragraph 10.6 hereof.
- 10.9 SCOPE OF INSURANCE AND SPECIAL HAZARDS - The insurance required under Sub-Paragraph 3 and 4 hereof is a minimum to provide adequate protection for the Contractor and its Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operation be by the insured or by anyone directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the performance of this Contract.
- 10.10 RENEWAL REQUIREMENTS- If any of the property or casualty insurance requirements are not complied with at their renewal dates, payments to the Contractor will be withheld until those requirements have been met or, at the option of the City of Key West, City of Key West may pay the renewal premium and withhold such payment from any monies due the Contractor.
- 10.11 CLAIMS- In the event that claims in excess of the insured amounts provided are filed by reason of any operations under the services provided by the Contractor, the amount of excess of such claims, or any portion thereof, may be withheld from payment due until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the City of Key West.

10.12 Assignment

CONTRACTOR shall not assign all or any part of this Agreement without the prior consent of the CITY by Resolution of the Key West City Commission.

10.13 Jurisdiction

the law of the state of Florida and Monroe County will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

10.14 Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

10.15 Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options. Unless otherwise agreed in writing, the CONTRACTOR shall continue the Work and maintain the approved schedules during any arbitration proceedings. If the CONTRACTOR continues to perform, CITY shall continue to make payments in accordance with this Agreement.

Article 11. Schedules, and Signatures

This AGREEMENT, including its Schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

THE CITY OF KEY WEST, FLORIDA

By: 
Craig Cates, Mayor



Dated: 2-17-10

OMNI PINNACLE, LLC

By: 
Brian Reine, Manager

Dated: _____

ATTACHEMENT "A"
HOURLY PER DIEM RATES

ATTACHMENT A

DISASTER RESPONSE SERVICES

UNIT PRICE BID FORM

Bid costs are inclusive of all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, TDMS management, services for security, safety and traffic management, and associated actions necessary for implementation of debris management operations by the Contractor as defined in the Contract.

BID FROM:
Company: Omni Pinnacle, LLC
90 Glen Court
Address: Pearl River, LA 70452
985-863-2991 / 985-863-2845
Phone/ Fax: _____

to furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for construction of: **Disaster Response Services, Provider RFP No. 09-007**, located at various locations within CITY OF KEY WEST, Florida.

To: *CITY OF KEY WEST*
ATTN: CITY CLERK
525 Angela St.
P.O. Box 1409
Key West, FL 33041

- 1.0** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with City in substantially the form as the Sample Contract included in the Bidding Documents to perform all Work and any Additional Services as specified or indicated in the Bidding Documents at the unit prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.0** Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of City.
- 3.0** In submitting this Bid, Bidder represents, as set forth in the Contract, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all, which is hereby acknowledged.

Addendum No.	Addendum Date
N/A	
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
 - D. Bidder has correlated the information known to Bidder, including location of City in relation to any proposed final disposal sites, information and observations for City's Debris Separation/Reduction and Temporary Debris Management Sites obtained from visits to the Site, any reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, and data provided with the Bidding Documents.
 - E. Bidder has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the City is acceptable to Bidder.
 - F. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.0** Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over City.
- 5.0** Bidder acknowledges that there are no quantities guaranteed, and Unit Cost information is solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual services provided, determined as provided in the Contract Documents.

- 6.0 Bidder acknowledges that all unit costs include any necessary insurance and bonds.
- 7.0 The Bidder accepts all liability for improper disposal of solid waste, including debris, construction and demolition debris, hazardous waste, chipping or mulching, infectious waste, white goods disposal, and recycling.

TABLE A – Time and Materials

Heavy Equipment	Size or Type	U / M	Unit Price
Operators included			
Skid Steer Loader	Bobcat	Hour	\$71.00
Backhoe	Cat 416	Hour	\$89.00
Wheel Loaders	Cat 950	Hour	\$129.00
Wheel Loaders	Cat 966	Hour	\$139.00
Wheel Loaders	Cat 980	Hour	\$159.00
Tracked Loaders	Cat 955	Hour	\$139.00
Towed Loader w/ Tractor	Prentice 210	Hour	\$129.00
Self Loading Knuckle boom Truck	25-35 CY Body	Hour	\$129.00
Self Loading Knuckle boom Truck	35-45 CY Body	Hour	\$149.00
Dozer	Cat D4	Hour	\$79.00
Dozer	Cat D5	Hour	\$89.00
Dozer	Cat D6	Hour	\$99.00
Dozer	Cat D7	Hour	\$129.00
Dozer	Cat D8	Hour	\$159.00
Excavators	Cat 320	Hour	\$119.00
Excavators	Cat 325	Hour	\$139.00
Excavators	Cat 330	Hour	\$149.00
Tractor w/ Box Blade	80 Hp	Hour	\$59.00
Motor Grader	Cat 120G	Hour	\$69.00
Crane	30 Ton	Hour	\$159.00
Bucket Truck	Up to 50' reach	Hour	\$75.00
Bucket Truck	50' to 75' reach	Hour	\$105.00
Trash Transfer Trailer w/ Tractor	110 yard	Hour	\$125.00
Street Sweeper	Vacuum Type	Hour	\$69.00
Water Truck	2000 gallon	Hour	\$69.00
Stump Grinder	Vermeer 252	Hour	\$89.00
Chipper w/ 2 man crew	Morbark Storm	Hour	\$145.00
12-Foot Tub Grinder	Morbark 1200	Hour	\$800.00
13-Foot Tub Grinder	Morbark 1300	Hour	\$950.00
Equipment Transport w/ Tractor	50 Ton	Hour	\$149.00
Truck Mounted Winch		Hour	\$49.00
Personnel	Size or Type	U / M	Unit Price
Superintendent w/ Pickup Truck	Individual	Hour	\$69.00
Supervisor w/ Pickup Truck	Individual	Hour	\$59.00
Safety or QC Manager w/ Pickup Truck	Individual	Hour	\$69.00
Mechanic w/ Truck and Tools	Individual	Hour	\$79.00

Climber w/ Gear	Individual	Hour	\$79.00
Operator w/ Chainsaw	Individual	Hour	\$49.00
Laborer w/ Tools	Individual	Hour	\$39.00
Traffic Control Personnel	Individual	Hour	\$29.00
Ticket Writers	Individual	Hour	\$39.00
Clerical	Individual	Hour	\$39.00
Administrative Assistants	Individual	Hour	\$39.00

TABLE B – DEBRIS COLLECTION AND REDUCTION SERVICES

The Contractor will provide all services and expenses necessary for debris pickup and hauling, processing of debris at the TDMS, and final disposal for a fixed unit price as identified below. This cost is inclusive of all related expenses including contract administration, technical assistance to the City, personnel training and certification, TDMS management, services for security, safety and traffic management, and associated actions necessary for implementation of disaster response services and operations by the Contractor as defined in the Contract.

Hauling for final disposal shall be unit price for the total cost of moving the debris from the TDMS to the final disposal site. The closest landfill that normally accepts C&D and Mixed materials is in Miami Dade County approximately 130 miles North of Key West, Florida. Proposers should assume a 200-mile haul in their unit price proposal. All Key West City, and FDEP approved TDMS sites are within 10 miles of any location inside of Key West.

Disposal cost (tipping fees) will be the responsibility of the Contractor. The Contractor will pass through the Disposal Cost to the City with no mark up or charge for services. Contractor may be required to set up temporary certified scales to weigh outbound waste. Weight tickets must be reconciled to disposal weight tickets.

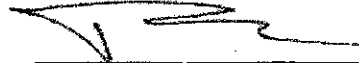
DESCRIPTION OF SERVICES	UNIT OF MEASURE	UNIT PRICE
Collection and Processing		Dollars
Vegetative Debris (Includes Seaweed) Collection	Per Cubic Yard	\$9.15
Construction and Demolition Debris Collection	Per Cubic Yard	\$9.15
White Goods Collection	Each	\$65.00
Mixed Debris Collection	Per Cubic Yard	\$10.50
TDMS Management, Processing and Loading	Per Cubic Yard	\$4.00
Sand Screening and Placement	Per Cubic Yard	\$22.00
CFC Removal from Compressors	Each	\$40.00
Hazardous Waste Collection and Disposal	55 Gallon Drum	\$450.00

Hauling for Final Disposal		Dollars
Hauling from TDMS to Final Disposal Site <200 Miles	Per Cubic Yard	\$4.00
Dead Animal Carcass Hauling and Disposal	Per Pound	\$3.00
Tree Debris Removal		Dollars
Hangers Removal	Per Tree	\$105.00
Hazardous Tree Removal (Leaners)	Per Tree	
<12" to 24"	Per Tree	\$95.00
>25" to 48"	Per Tree	\$195.00
>49" to 72"	Per Tree	\$300.00
> 72"	Per Tree	\$400.00
Hazardous Stump Removal (Ground Not Less Than 8" Below Grade)		Dollars
<6" to 12"	Per Stump	\$150.00
>13" to 24"	Per Stump	\$200.00
>25" to 48"	Per Stump	\$250.00
>49" to 72"	Per Stump	\$475.00
> 72"	Per Stump	\$550.00
Stump Backfill	Per Hole	\$19.00
Miscellaneous Services		Dollars
Demolition of Structures Wood Structures	Per Square Foot	\$3.00
Demolition of Concrete Structures	Per Square Foot	\$5.00
Video Record of pre-and post-TDMS site	Each	\$45.00
Phase I Environmental Audit	Each	\$35.00
TDMS Site Restoration Grading	Per Square Yard	\$.10
Topsoil TDMS Site Restoration	Per Cubic Yard	\$.40
Sod TDMS Site Restoration	Per Square Yard	\$12.00
Debris Removal from Canals and Waterways	Per Cubic Yard	\$28.00
Restoration of Canal Banks and Slopes	Per Liner Foot	\$22.00
Sod Restoration of Canal banks and Slopes	Per Square Yard	\$20.00
Fire Suppression Support	Each Unit	\$315.00
Motor Vehicles Removal (from right-of-way) Including Towing to TDMS	Each	\$350.00

Motor Vehicles Removal (from canal) Including Towing to TDMS	Each	\$750.00
Boat Removal (from right-of-way) Including Towing to TDMS	Linear Foot	\$13.00
Emergency Potable Bottled Water (Pallet of .5 Litter 24/Cases)	Cost Per Case	\$11.50
Emergency Delivery of Ice (Full Truck Load 10 lbs Bags)	Cost Per Truck Load	cost+20%
Mobile Kitchen Facility to provide 10-100 meals per day	Each Unit	\$65,000.00
Mobile Kitchen Facility to provide 101-200 meals per day	Each Unit	\$75,000.00
Mobile Kitchen Facility to provide 201-300 meals per day	Each Unit	\$85,000.00
Mobile Kitchen Facility to provide 301-400 meals per day	Each Unit	\$95,000.00
Mobile Laundry Facility	Each Unit	\$85,000.00
Mobile Restroom/Shower Facility	Each Unit	\$50,000.00
Mobile Fueling Facility	Each Unit	cost+20%
Mobile Satellite Communications Facility	Each Unit	\$3,500.00
Mobile Automated Ticket Issue and Tracking System (HallPass or Equivalent)	Each Unit	cost+20%
Emergency Portable Power Generators		Dollars
>25KW	Each Unit	\$850.00
>50 KW	Each Unit	\$950.00
>100KW	Each Unit	\$1,500.00
>250KW	Each Unit	\$3,000.00
>500KW	Each Unit	\$4,500.00
Portable Dewater Pump 6"	Each Unit	\$1,500.00
Manhole and Catch Basin Cleaning	Each Catch Basin	\$500.00
Storm Drain Piping Cleaning	Per Linear Foot	\$9.00

CONFIRMATION SIGNATURE OF UNIT PRICE BID INFORMATION

Brian Reine



Name of Bidder

Signature of Bidder

Manager

Title

8.0 Bidder's Information:

The BIDDER states that he is an experienced CONTRACTOR and has or similar Work within the last five years. This information has been provided Attachment D- Contractor's Qualifications Statement.

9.0 Bidder accepts the provisions of the Sample Contract.

10.0 The Bidder is familiar with the terms used in this Bid and the meanings indicated.

BID SUBMITTED on May 20, 2009.

State Contractor License No. CBC056646 (If applicable)

License Type: Building Contractor

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)

(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

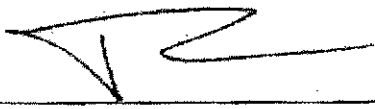
Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: Omni Pinnacle, LLC (SEAL)

State of Incorporation: Louisiana


Type (General Business, Professional, Service, Limited Liability): Limited Liability

By: 
(Signature – attach evidence of authority to sign)

Name (typed or printed): Brian Reine

Title: Manager

(CORPORATE SEAL)

Attest: 
(Signature of Corporate Secretary)

Business address: 90 Glen Court
Pearl River, LA 70452

Phone No.: 985-863-2991 FAX No.: 985-863-2845

Date of Qualification to do business is 8/2/07