

CITY OF KEY WEST

AGREEMENT TO FURNISH
MONITORING OF DEBRIS REMOVAL
AND RELATED SERVICES
TO THE
CITY OF KEY WEST

_____, 201_

Contractor:

True North Emergency Management, LLC

512 Main Street, Suite 415

Fort Worth, Texas 76102

Agreement to Furnish Professional Services For Monitoring of Debris Removal and Related 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 P.O. Box 1409, Key West, Florida 33041, hereafter referred to as the "CITY" and True North Emergency Management, a Texas limited liability company authorized to transact business in the State of Florida, whose address is 512 Main Street, Suite 415, Fort Worth, Texas, 76102, 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 9.1.

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 the monitoring of debris removal and related services as requested by the City in the event of a natural or man-made disaster. The CITY engages CONSULTANT to perform those Services described in the CITY'S Request for Proposals #008-11 and Consultant's Response to the said Request for Proposals dated May 2, 2011, a copy of which is attached hereto, incorporated for reference, and more particularly described as Exhibit A.

These contracted services shall include all items listed below and provide for the cost effective and efficient monitoring of debris removal and related services as requested by the City in the event of a natural or man-made disaster 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.

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 Staff Mobilization

When a potential disaster threatens the CITY, the Contractor will mobilize 24 to 72 hours in advance with key staff experienced in various aspects of debris operations (including truck certification, mapping/zone development, etc.) in order to participate in the "response" phase of the disaster event. A "Mobilization Task Order" in a form substantially similar to Figure 1, attached hereto below, will be forwarded to the debris monitoring firm, acknowledging the CITY's request for services. Additional Contractor staff shall be contacted and put on standby for potential mobilization. Logistical

arrangements for out of town staff such as lodging arrangements for key staff, is considered to be the responsibility of the Contractor.

1.2 Field Documentation of Work

Contractor shall carefully document debris removal activities as well as hazardous trees and trees that contain hazardous hanging limbs that need to be removed. Contractor will work closely with the CITY and with FEMA/FHWA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. Contractor shall communicate with FEMA to ensure documentation supports project reimbursement. Contractor will work with FEMA in an effort to pre-validate as much eligible debris, tree and limb removal as practical.

1.3 Collection Monitoring of Rights-of-Way and Public Property Debris

Contractor will provide collection monitors with each of the Contractor's loading crews to ensure each load is related to the disaster and is eligible for federal reimbursement. The street address and/or GPS coordinates will be recorded on each load ticket. The Contractor will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc. The ticket will then be delivered to the temporary debris storage and reduction site (TDSRS) or disposal site with the truck driver for load rating. Load ticketing and documentation will also be performed for hazardous tree and limb removal. This may include monitoring the removal of abandoned cars, boats, marine debris, white goods, beach cleaning, and structure demolition. Contractor will provide similar services if debris removal from private property/right-of-entry (ROE) is approved for this project. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA and state requirements and in coordination with the CITY.

1.4 Training

Contractor will provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. The Contractor will be required to perform adequate training for locally hired staff at no expense to the CITY. All of Contractor's employees must be able to effectively communicate to a level appropriate to their responsibilities.

1.5 Spot Checks and Auditing of Monitors

Contractor will provide roving monitors, field coordinators, and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation, and are working effectively with the debris removal contractor.

1.6 Project Mapping

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the CITY's information, and FEMA documentation. Contractor will assist the CITY in public communication and will document and relay any citizen complaints for action by the contractor or the CITY.

1.7 Truck Certification

Contractor will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each TDSRS/disposal site for quality control. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed.

1.8 Quality Control / Quality Assurance, Safety Manager

A QA/ QC program should be implemented by the Contractor to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.

1.9 TDSR / Disposal Sites

Contractor will provide trained monitors at TDSR and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track, and document hauling of reduced debris from TDSR sites through final disposal, if applicable.

1.10 Data Management

Contractor will establish an advanced project data management system and enter load ticket information on a daily basis. This information can be provided to the CITY, FEMA, and the Contractor GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable. Additionally, the staff will work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the CITY. Furthermore, Contractor will organize field information for FEMA documentation including photographs and/or GPS coordinates. Contractor will help track invoices for FEMA reimbursement and provide additional supporting information as requested.

1.11 Public Information Support

Contractor may be asked to assist the CITY in public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns, or establishing a website. This also may include assistance

with press releases, public notices, and other public information functions. All functions will be performed in a manner to maximize federal and state reimbursement.

1.12 Funding Support

The Contractor shall assist the CITY in securing maximum reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the CITY to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the CITY and FEMA personnel with Project Worksheets, Versions, etc. Contractor shall be prepared to assist CITY with appeals based on their in-depth knowledge of FEMA and FHWA reimbursement policies. Contractor shall be prepared to assist the CITY, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Contractor shall be prepared to assist CITY in finding additional funding reimbursement sources related to disaster mitigation.

1.13 Recovery Services

Contractor will conduct field implementation and utilize FEMA reimbursement experience in community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management
- ROW and private property vegetative / C & D hazard removal monitoring
- ROW and private property demolition coordination and monitoring
- Monitoring of marine debris removal
- Beach sand sifting / cleaning

1.14 Other Related Services

Services not specifically identified in this request, but are needed to provide a complete debris removal and documentation project.

1.15 Pre-Storm Coordination

Contractor will be prepared to meet with the CITY once prior to June 1st of each year to coordinate services for the upcoming storm season. Additionally, Contractor shall meet with the CITY immediately prior to a credible disaster threat. These meetings shall occur at no cost to the CITY and are meant to facilitate increased coordination of efforts, to discuss the CITY's expectations of the Contractor, and to fast track recovery activities when a disaster strikes.

1.16 Safety Meetings and Monitoring Updates

Safety of monitoring staff is of paramount importance. Contractor will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

1.17 Coordination Meetings with Contractor(s)

Contractor will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and debris removal contractor are communicating with each other to ensure a successful project.

1.18 Contractor Damages

The Contractor may be asked to develop a database application to track and help the CITY manage damages caused by debris removal contractors during the debris clearing/removal process damages.

1.19 Status Reports

Contractor will provide detailed daily or weekly status reports to the CITY as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to officials to provide information to the media or to their constituents.

City of Key West Debris Removal
Mobilization Task Order

Date: _____ Time: _____ Incident / Event: _____

City Declaration Order: _____ Florida Declaration Order No.: _____

Presidential Declaration Order No.: _____ FEMA Incident / Event No.: _____

Contractor: _____ Project Manager: _____
Name of Contractor Name of Approved PM

Contractor's Estimated Time of Arrival: _____ Number of Crews: _____

1st Push Priority Locations:

Roads: _____
Attach: Map / GPS / GIS

Forecast Amount of Debris: Use Appropriate USACE Model

- Tornado / Hurricane:
- Flood Debris:
- C & D:
- Vegetative:
- HHW:

Figure 1

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 force labor tickets and or hourly time and materials tickets. The Contractor will provide the City with Daily reports. The Contractor will submit to the City a weekly summary report and Invoice for services.

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. The Contractor will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Services, equipment and workmanship not conforming to the intent of the Agreement 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 Agreement. 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 Agreement 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 Mobilization Task Order.

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.

Article 7. General Terms and Conditions

7.1 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. 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.

7.2 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.

7.3 Utilizing Local Resources

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

7.4 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.

7.5 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.

7.6 Other Agencies

The term "government" as used in the Agreement 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 Contractor's activities.

8.1.1 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.

8.1.2 Online Data Storage/Access

Throughout debris removal operations, Contractor will maintain an ongoing updated online secured Internet database accessible by the City that stores data detailing Contractor's activities. These online databases will remain available for five years following project closeout.

8.1.3 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 Contractor's activities in an electronic spreadsheet, to include 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 Contractor will provide any other additional information as may be necessary to adequately document the conduct of the 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.

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 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 monitoring of debris removal, 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 monitoring of debris removal process, including safety procedures, and accident reporting procedures

8.3 Additional Supporting Documentation

Contractor shall submit sufficient reports and/or documentation for 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.

8.4 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. General Legal Provisions

9.1 Agreement Period

The duration of the agreement shall be three (3) years commencing from the effective date of this Agreement with an additional 2 year option to extend on behalf of the CITY, which must be approved by Contractor and by Resolution of the City Commission.

9.2 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

9.3 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.

9.4 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.

9.5 Indemnification

9.5.1 CONTRACTOR agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of CONTRACTOR, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a

result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees. CONTRACTOR agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. Nothing contained in this indemnification is intended to act as a waiver of City's right of sovereign immunity pursuant to Florida law, including those rights contained in section 768.28, Florida Statutes. This indemnification shall survive the expiration or termination of this Agreement. 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.

9.5.2 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.

9.6 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.

9.6.1 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.

- 9.6.2 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.
- 9.6.3 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.
- 9.6.4 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.
- 9.7 Contractor's Commercial General Liability Insurance and Automobile Liability Insurance
- 9.7.1 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:
- 9.7.1.1 Commercial Form
- 9.7.1.2 Premises/Operations

9.7.2 Contractor shall maintain Products/Completed Operations

9.7.1.2.1 Independent Contractors (if any part of the Work is to be subcontracted)

9.7.1.2.2 Broad Form Property Damage

9.7.1.2.3 Personal Injury

9.7.1.2.4 Cross-Liability Coverage

9.7.3 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.

9.7.4 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.

9.7.5 The insurance required herein and approval of CONTRACTOR's insurance by the CITY shall not relieve or decrease the liability of the CONTRACTOR hereunder.

9.8 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.

9.9 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.

9.10 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.

9.11 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.

9.12 Assignment

CONTRACTOR shall not assign all or any part of this Agreement other than to another entity controlled by, controlling, or under common control with Contractor, including without limitation, a successor by way of merger, acquisition, corporate reorganization, or similar transaction.

9.13 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.

9.14 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.

9.15 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 10. 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.

IN WITNESS WHEREOF, the parties execute below:

THE CITY OF KEY WEST, FLORIDA

By: _____
Craig Cates, Mayor

ATTEST:

Cheri Smith, City Clerk

Dated: _____

TRUE NORTH EMERGENCY
MANAGEMENT, LLC

By: *KM Rucina*
_____, Managing Member

Dated: _____

ATTACHEMENT "A"
HOURLY PER DIEM RATES