

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 12-386

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING AWARD OF AGREEMENT WITH THOMPSON CONSULTING SERVICES IN ACCORDANCE WITH THE TERMS, CONDITIONS, AND PRICING SCHEDULES OF RFP 2013-005 DISASTER DEBRIS MONITORING SERVICES.

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BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate, Florida hereby approves award of agreement with Thompson Consulting Services in accordance with the terms, conditions, and pricing schedules of RFP 2013-005 Disaster Debris Monitoring Services.

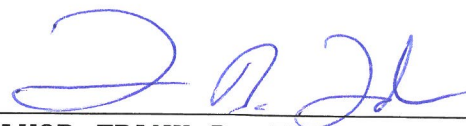
SECTION 2: That the Mayor and City Manager are hereby authorized and directed to execute said agreement on behalf of the City of Margate, a copy of which is attached and made a part of this Resolution.

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 18<sup>th</sup> day of SEPTEMBER, 2013.

ATTEST:

  
LESLIE WALLACE MAY, MMC  
CITY CLERK

  
MAYOR FRANK B. TALERICO

RECORD OF VOTE

Ruzzano	<u>Yes</u>
Donahue	<u>Yes</u>
Simone	<u>Yes</u>
Peerman	<u>Aye</u>
Talerico	<u>Aye</u>



## **CONTRACT**

THIS CONTRACT, made and entered into this 18th day of September, 2013, by and between:

CITY OF MARGATE, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "CITY"); and

Thompson Consulting Services, 1135 Townpark Avenue, Suite 2101, Lake Mary, Florida 32746(hereinafter referred to as "CONTRACTOR");

## **WITNESSETH:**

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

## **ARTICLE I**

### **THE CONTRACT DOCUMENTS**

The Contract Documents consist of all of the following: RFP 2013-005, Response to RFP 2013-005 and all accompanying attachments, and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements issued on or after the effective date of the Contract.

## **ARTICLE 2**

### **SCOPE OF THE WORK**

a. CONTRACTOR shall furnish all of the labor, materials, equipment, transportation, supplies and services necessary to perform all of the work required by the Contract Documents for:

#### **RFP 2013-005 DISASTER DEBRIS MONITORING SERVICES**

b. CONTRACTOR shall provide the required pre-event, post-event and other necessary debris monitoring services as needed by the CITY as a result of a hurricane or other disaster as required.

c. CITY reserves the right to call in additional contractors as it deems necessary depending on the scope and scale of any given disaster.

d. CITY reserves the right to use its own personnel to perform disaster debris monitoring services in lieu of calling upon the CONTRACTOR to perform such services depending on the scope and scale of any given disaster.

e. CITY may terminate this contract upon thirty (30) days written notice to the CONTRACTOR. CONTRACTOR may terminate this contract upon ninety (90) days written notice to the CITY.

f. The term of contract is for a period of three (3) years with an option to negotiate for an additional two (1) year terms contingent upon the availability of funding.

g. CONTRACTOR will give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority on the performance of the work. Such compliance includes but is not limited to compliance with all Federal Highway Administration (FHWA) standards and provisions. CITY will not be responsible for monitoring CONTRACTOR'S compliance with any laws or regulations.

h. CONTRACTOR and all assigned key professional staff shall maintain all licenses, certifications and credentials required to practice in the State of Florida and Broward County.

i. CONTRACTOR agrees to accept and utilize the load tickets from either of the CITY'S two disaster debris management services contractors.

j. CONTRACTOR is responsible for creating, recording and producing upon the CITY'S request, reports on each load of debris hauled and troubleshooting any problems arising in the work area that may impact the CITY'S eligibility for cost reimbursement.

### **ARTICLE 3**

#### **PAYMENT**

1. The CONTRACTOR shall invoice for payment for work completed. Payment shall be made based upon the total cost per cubic yard for providing all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the required services in accordance with RFP 2013-005. Refer to Cost of Services/Price Proposal Section 4 of Thompson Consulting Services request for proposal response.

#### **Cubic Yard Disaster Debris Monitoring Services**

<b><u>Hurricane Category</u></b>	<b><u>Total Cost Per Cubic Yard</u></b>
Category 1	\$4.14
Category 2	\$4.05
Category 3	\$3.65
Category 4	\$3.54
Category 5	\$3.54

#### **Hourly Rate Schedule (Should the City require an hourly rate schedule)**

<b><u>Position</u></b>	<b><u>Hourly Rates</u></b>
Project Manager	\$62.50
Operations Managers	\$60.00
Data Manager	\$55.00
GIS Analyst	\$46.50
Field Supervisor	\$46.50
Debris Site/Tower Monitors	\$35.00
Collection Monitor	\$35.00
Data Entry Clerk/Clerical	\$28.00
Billing/Invoice Analyst	\$50.00

2. CITY may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
  - a. Defective work not remedied.
  - b. Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
  - c. Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.
  - d. Damage to the CITY or another contractor not remedied.
  - e. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract time
  - f. Reasonable evidence that the work will not be completed within the Contract Time.
  - g. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

#### **ARTICLE 4**

##### **MISCELLANEOUS PROVISIONS**

1. Terms used in this Agreement which are defined in the Special and General Conditions of the Contract shall have the meanings designated in those Conditions.
2. This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
3. Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

4. CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without CITY'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless CITY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

5. This agreement, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This agreement may only be modified by amendment in writing signed by each party.

6. CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.

7. TRUTH-IN-NEGOTIATION CERTIFICATE - Signature of this Agreement by CONTRACTOR shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. Any additions to the original contract price changed on an hourly price shall be adjusted to exclude any significant sum by which the CITY determines the additions to the contract price were increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustment shall be made within one year following the end of this agreement.

8. EQUAL OPPORTUNITY EMPLOYMENT - CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or their forms of compensation, and selection for training, including apprenticeship.

9. NO CONTINGENT FEE - CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.




IN WITNESSETH WHEREOF, CITY and CONTRACTOR have signed this Contract in triplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

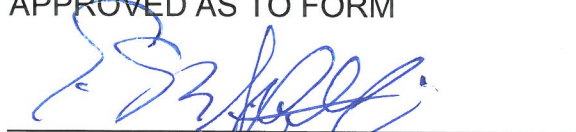
**ATTEST:                      CITY OF MARGATE, FLORIDA (CITY)**

  
LESLIE WALLACE MAY  
CITY CLERK

  
FRANK B. TALERICO  
MAYOR


  
JERRY A. BLOUGH  
CITY MANAGER

APPROVED AS TO FORM

  
EUGENE M. STEINFELD



**ATTEST: CONTRACTOR - THOMPSON CONSULTING SERVICES, LLC:**

  
\_\_\_\_\_  
JON HOYLE  
PRESIDENT  
17<sup>th</sup> day of September 2013

  
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BRIANA BASTIAN  
MARKETING MANAGER  
17<sup>th</sup> day of September 2013

**AGREEMENT BETWEEN THE CITY AND CONTRACTOR TO PROVIDE DISASTER  
DEBRIS MONITORING SERVICES IN RESPONSE TO RFP 2013-005**