

CONTRACT FOR DEBRIS REMOVAL MONITORING SERVICES

INTRODUCTION

The City of Gulf Shores recently conducted a Request for Proposals for debris removal monitoring services. Sealed proposals for debris removal monitoring services were opened in the Gulf Shores Public Works Office on September 23, 2020 and on September 23, 2020, the City awarded the debris removal monitoring services contract to Thompson Consulting Services, LLC was determined to be the most qualified proposer meeting specifications. Copies of all proposals submitted in response to this Request for Proposals are on file at the City. A copy of the proposal submitted by Thompson Consulting Services, LLC including the Request for Proposals, is attached hereto as Exhibit A and incorporated herein by reference. By executing this agreement, Thompson Consulting Services, LLC, agrees to provide all services included in its proposal, and under the terms and conditions set out in said Request for Proposals, Specifications, and accompanying documentation, including but not limited to those provisions specifically set out below.

GENERAL TERMS OF CONTRACT

As a result of the foregoing, this agreement is entered between the City of Gulf Shores hereinafter referred to as "the City", and Thompson Consulting Services, LLC hereinafter referred to as "the Contractor", through the undersigned authorized agent, for debris removal monitoring services under the following terms and conditions:

1. Contractor agrees to provide any and all debris removal monitoring services in compliance with the provisions and requirements of the Request for Proposals and Specifications attached as Exhibit A;
2. Contractor understands and agrees that failure to provide such services at any time necessary shall be deemed a default of this agreement;
3. Both parties agree that only services specifically set out in Exhibit A shall be provided by the contractor under a Notice to Proceed and that such services shall be provided as set out therein;
4. Contractor agrees to comply with the Services Activation Procedures included in the Specifications by responding within 24 hours of receipt of a Notice to Proceed;
5. Contractor also agrees to comply with the Notice to Proceed Procedures attached hereto as Exhibit B and incorporated herein by reference;

6. Contractor agrees to provide proper contact information for delivery of a Notice to Proceed at the time of execution of this contract and where necessary, to provide updated information regarding same throughout the term of this agreement;
7. Contractor agrees to execute a payment and performance bond in the amount of \$500,000 at the time of execution of the contract made payable to the City, which bond shall be called in on behalf of the City in the event the Contractor fails to perform as required under this agreement upon receipt of a Notice to Proceed or fails to satisfy any other obligations under this agreement;
8. Contractor has provided proof of insurance as part of its proposal and hereby agrees to maintain that general and professional liability insurance at all times throughout the terms of this agreement and to the City immediately in the event there is a change in insurance coverage or insurance provider different from that submitted with the contractor's proposal;
9. Both parties agrees to comply with the Pricing and Payment Procedures set out in Exhibit A;
10. Both parties agree that all billing and payment processing will be handled as provided in Exhibit A and shall be handled directly between the contractor and the City are provided pursuant to a Notice to Proceed;
11. Contractor agrees to exercise due care in the performance of all activities performed for the City and to be responsible for damages to any property caused by its equipment or workers at no expense to the City as provided in Exhibit A;
12. Contractor agrees to notify the City immediately of any damages to any property which occur during debris removal activities as provided in Exhibit A;
13. Contractor agrees to perform all debris removal monitoring activities in compliance with and consistent with the policies and publications of the Alabama Emergency Management Agency, Federal Emergency Management Agency, and Federal Highway Administration in effect at the time of the work being performed as provided in Exhibit A;
14. Both parties agree that only work identified in the Scope of Services set out in Exhibit A shall be performed pursuant to this agreement and there shall be no change in scope of services performed or time frames for completion of the project;

15. Contractor agrees to be responsible for any and all corrective action and/or payment of any resulting fines or penalties required in response to any notices of violations issued by any federal, state, or local agency as a result of the Contractor's actions while conducting activities on behalf of the City as provided in Exhibit A;
16. Both parties agree that this contract shall be in full force and effect from September 23, 2020 to December 31, 2020.

WARRANTIES AND REPRESENTATIONS

The contractor shall at all times during the term of this agreement comply with all federal, state, county, and municipal laws, ordinances, and regulations. The contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin or ancestry. The contractor certifies that it is eligible to perform this contract under federal, state, and local law, is not now and has never been debarred from performing federal or state government contracts and that all subcontractors used in the performance of this contract have the same qualifications.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

COMPLIANCE WITH FEDERAL LAW AND REGULATIONS

The contractor shall at all times during the term of this contract comply will all applicable federal law and regulations for debris removal services. Further, during the performance of this contract, the contractor shall agree to the following federal laws and regulations:

41 C.F.R. Part 60-1.4(b) Compliance

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Contract Work Hours and Safety Standards Act

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The FEMA Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the City and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The contractor or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C §1352 (as amended)

- (1) Contractors who apply or proposal for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Access to Records

- (1) The contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

Department of Homeland Security Seal, Logo, and Flags

- (1) The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Compliance with Federal Law, Regulations, and Executive Orders

- (1) The contractor acknowledges that FEMA financial assistance will be used to fund this contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- (2) The contractor acknowledges the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

- (1) The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

PENALTIES, TERMINATION AND DEFAULT

Time is of the essence in providing the services required in this agreement as set out in Exhibit A. As such, the contractor shall be assessed liquidated damages in the amount of \$5000 per calendar day for each day in which contract activities extend beyond the maximum allowable time established.

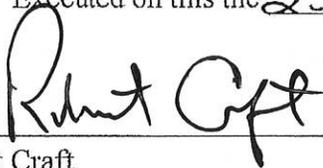
This contract may be terminated by the awarding authority at any time for the convenience of the City for any reason. The City agrees to pay the contractor for all work completed through the termination date.

This contract shall be terminated for cause if the contractor defaults in the performance of any of the terms of this agreement, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by the City within 24 hours of delivery of notice of said deficiency. Under the terms of this agreement, the contractor is in default if he or she fails to respond to a Notice to Proceed issued by the City or fails to complete a project after work has begun pursuant to a Notice to Proceed issued by the City. The City retains all other legal or equitable rights or remedies existing as a result of said default, including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

This contract is binding upon and insures to the benefit of the City and is the whole agreement of the parties and governed by the law of the State of Alabama. There shall be no change orders or modifications of this agreement or services to be performed pursuant to Exhibit A by the contractor or the City.

The contractor shall save and hold harmless the City, State of Alabama, the U.S. Government, their respective employees, officials and agents from and against all liability, claims and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of this agreement, regardless of whether such injury, loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the contractor, any subcontractor, agent or employee.

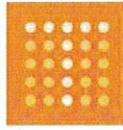
Executed on this the 23rd day of Sept., 2020.



Robert Craft
Mayor



(Company Representative) Jon Hoyle
(Company Name) Thompson Consulting Services, LLC



thompson
CONSULTING SERVICES

September 24, 2020

Temple Smith, Purchasing Officer
City of Gulf Shores
1905 West 1st Street
Gulf Shores, AL 36547

SENT VIA EMAIL TO: tsmith@gulfshoresal.gov

**Re: Debris Removal Monitoring Services
Task Order 01**

Dear Ms. Smith,

Thompson Consulting Services (Thompson) is pleased to submit the following Task Order to provide debris monitoring services to the City of Gulf Shores (Client). The scope and budget have been prepared based on Thompson's current understanding of the Client's estimated rights-of-way (ROW) debris removal needs related to Hurricane Sally. The following table provides a budget for a scenario that contemplates ROW debris removal of vegetative, construction & demolition, and appliances & white goods debris over the period indicated.

Debris Monitoring Services

Position	Hourly Rate (\$)	Quantity	Avg Hours per Day	Days	Budget Estimate (\$)
Fixed Site Monitor	35.88	2	12	35	30,139.20
Field Debris Monitor	35.88	20	12	35	301,392.00
Project Manager	65.00	1	14	35	31,850.00
Clerical Staff	29.00	2	4	35	8,120.00
Clerical Supervisor	52.00	1	4	35	7,280.00
Project / Travel Expenses					15,000.00
TOTAL ESTIMATE					\$393,781.20

It is Thompson's objective to deliver our services at or below the estimated budget for the estimated period of performance. The estimated budget is based on anticipated average staffing levels over the course of the entire project. As needs change, particularly as the project nears completion, Thompson will adjust the number of personnel assigned to the contract accordingly. In the event that Thompson exceeds the hourly billings outlined above, Thompson will immediately notify the Client in writing. Deviations from the budget may occur if the Client requests changes to the level of assistance Thompson is to provide.

If you have any questions, please feel free to contact Thompson's Director of Field Operations, Eric Harrison, at eharrison@thompsoncs.net or 407.312.1670.

Sincerely,

Thompson Consulting Services



Jon Hoyle
President, Thompson Consulting Services

City of Gulf Shores



Signature

ROBERT CRAFT **MAYOR**

Name/Title