

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: June 19, 2002

From: Jorge M. Gonzalez
City Manager *Maryann B. Bidasovici*

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING BY 5/7ths VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH GRUBBS EMERGENCY SERVICES, INC. FOR DISASTER PLANNING AND RECOVERY SERVICES, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY.**

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

It is anticipated that during hurricane season the City of Miami Beach (the "City") may be required to make preparations before or clean-up efforts after a storm. This will require contracted emergency services to mobilize all hazards to life and property as quickly as possible.

In the event of an emergency, such as a hurricane, the City would lack sufficient resources to undertake recovery operations. While assistance is available from the County, State and Federal governments, it is not sufficient to restore a community that has suffered a catastrophic disaster. Also, the resources of the various governments are spread thin over the affected areas, necessitating contracted private sector assistance. Consequently, the City of Coral Gables and Miami have agreements for disaster related services.

Recovery services may consist of technical assistance, clean up, demolition, removal, and disposal of debris as determined by the City (see Exhibit 1):

1. Services which are determined to eliminate immediate threats to life, public health, and safety;
2. Services which have been determined to eliminate immediate threats of significant damage to improved public or private property, and;
3. Services considered essential to ensure economic recovery of the affected community to the benefit of the community-at-large.

The listing of cost for technical services and/or tasks to be provided is reflected in Exhibit 2.

In the event of a declared emergency and the emergency is of sufficient magnitude that the City needs to utilize disaster related services, those services are generally subject to reimbursement by the County, State and Federal governments. FEMA as the principal federal agency dealing with disaster recovery, prefers that agreements for disaster services be put in place prior to an emergency and where possible, the services be obtained by the bidding process.

The City of Miami Beach is fortunate to have available the bid results and contract from a recent bid process undertaken by Marion County, Florida for disaster related services. The Marion County process was thorough and professionally done; as such the City can safely use the results of the process for an emergency services contract.

The term of this agreement will be for five (5) years with a sixty (60) day written notice termination clause.

The Marion County Board of County Commissioners awarded a contract on April 17, 2001, for emergency debris management to Grubbs Emergency Services pursuant to a formal Request for Qualifications (RFQ) process. Eight firms competed for the contract, and the Marion County Board of County Commissioners deemed Grubbs to be the most qualified firm.

Marion County verified in their bid process, as has the Administration, that Grubbs is a very experienced firm and one of the leaders in their industry. Attached as Exhibit 3 is a listing of the emergency services recently provided by Grubbs across the nation.

The key components of the Marion County bid award that the Administration is recommending would include:

1. No costs to the City for entering into the agreement, only upon activating.
2. The agreement is only activated by the City in time of emergency and with a specific notice to proceed for specific services needed.
3. Grubbs will, at no cost to the City, provide additional services including an employee training seminar (see Exhibit 4).

The services available from Grubbs are substantial and varied. In a disaster response, the City can benefit substantially from having a contract in place for a full range of equipment and services. As the Administration is currently revising the recovery aspect of the disaster plan, the technical assistance available from Grubbs, at no cost, is especially valuable.

In our discussions with Grubbs, the City has also ascertained that in the event of a disaster, Grubbs has the ability to respond to the City with equipment needed in spite of other clients that they serve in the area. Grubbs is also under contract with the City's of Miami and Coral Gables.

Attached as Exhibit 5 is the agreement in substantially the form that the City would execute. The final agreement will be reviewed and approved by the City Attorney. Exhibit B contains the scope of services and the agreed prices for those services.

JMG/RCM

Attachments

T:\AGENDA\2002\JUN1902\CONSENT\Grubbs.doc

6/21/02 to Legal fee per approval

AGREEMENT FOR DISASTER RECOVERY SERVICES Attachment 1

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

SCOPE OF SERVICES ONE -- DEBRIS REMOVAL

Emergency Road Clearance

The CONTRACTOR shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the CITY. This operational aspect of the scope of services shall be for the first 100 (plus or minus) hours after an event. Once this task is accomplished, the following tasks will begin as required.

Debris Removal from Public Property (Rights-of-way)

As identified by and directed by the CITY, the CONTRACTOR shall accomplish the pick-up and hauling of all eligible debris to the Temporary Debris Staging and Reduction Sites (TDSRS's) from public rights-of-way, and shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements.

Debris Removal from Public Property (Special Considerations)

The Contractor will operate beyond public rights-of-way only as identified by and directed by the CITY. Operations beyond the rights-of-way on public property will be only as necessary to abate imminent and significant threats to the public health and safety of the community. These operations will be closely monitored and will be in strict compliance with 44 CFR 206.224, *Debris Removal*, regarding eligibility.

Debris Removal from Private Property (Right-of Entry Program)

Should an imminent threat to life, safety and health to the general public be present on private property, the CONTRACTOR as identified by and directed by the CITY, will accomplish the removal of debris from private property. Upon receipt of completed right of entry form, and hold harmless agreement from private property owner's, and execution of the non-duplication of benefits agreement from the CITY, the CONTRACTOR shall remove all eligible debris, as identified by the CITY. The CONTRACTOR will place all debris collected through this process in the right-of-way, where the above scope of services Debris Removal from Public Property (Rights-of-way) shall commence. The CITY feels that it is potentially in the best interest of the health and safety of its citizens to provide this service. Attached to this Agreement are copies of the forms to be executed by the individual property owners. The CONTRACTOR shall maintain debris work sites to appropriate use standards, safety standards, and regulatory requirements.

Hazardous Stumps

As identified and directed by the CITY, the CONTRACTOR shall remove all hazardous stumps that pose a threat to life, public health and safety, as identified by the CITY, and haul each stump to the TDSRS's. Each stump shall be inspected by the CITY and CONTRACTOR and documented as to the appropriate category of size.

Fill Dirt

As identified and directed by the CITY, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment, holes created by removal of hazardous stumps, and other areas that pose an imminent and significant threat to public health and safety.

Temporary Debris Staging and Reduction (TDSRS)

The CONTRACTOR will, prepare and maintain TDSRS's to accept and process all eligible storm debris; maintain the TDSRS approach and interior road(s) for the entire period of debris hauling; will provide stone for any roads that require stabilization for ingress and egress; will build and maintain a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of every load in and out which shall be further defined in documentation section below; will process all debris in accordance with all local, State and Federal rules, standards, and regulations. Processing may include, but is not be limited to, reduction by tub grinding and/or incineration when approved. Prior to reduction, all debris will be segregated between vegetative debris, construction and demolition debris (C&D), recyclable debris, white goods and hazardous wastes. All reduced debris as well as non-reducible debris will be disposed of at a location(s) agreed to by both parties.

TDSRS Site Reclamation

Site reclamation shall be accomplished in accordance with all Federal, State and local laws, standards and regulations; Site reclamation shall be accomplished in accordance with the CONTRACTOR's *Debris Removal Operations Plan* and *Environmental Protection Plan*.

Disaster Event Generated Hazardous Waste Abatement

CONTRACTOR shall abate all hazardous waste identified by the CITY in accordance with all applicable Federal, State and local laws, standards and regulations to include but not limited to 29 CFR 1910.120, 40 CFR 311 and 49 CFR 100-199; Hazardous waste abatement shall be accomplished in accordance with the CONTRACTOR's *Debris Removal Operations Plan* and *Environmental Protection Plan*. Freon recovery will be treated as a hazardous material and handled in accordance with the aforementioned Plan and Regulations. Prices for this Service will be negotiated at time of Event dependent

upon types of materials, quantities and hazards present. Prices shall be attached to the Agreement in the form of a Memorandum for the Record.

Sand Screening

The CONTRACTOR shall screen all sand as directed by the CITY, to remove all eligible debris. This task includes the pick-up of debris-laden sand, hauling debris-laden sand to the processing screen located on the beach, processing the debris laden-sand through the screen and returning clean sand to the approximate original location on the beach as directed by the CITY. Debris removed from sand will be picked-up, hauled and processed utilizing the scope of services located above for Debris Removal from Public Property (Rights-of-way).

Debris Disposal

The CONTRACTOR shall dispose of all eligible debris, reduced debris, ash residue and other products of the debris management process in accordance with all-applicable Federal, State and local laws, standards and regulations. Final disposal locations shall be at the discretion of the CONTRACTOR with prior acceptance of the CITY. Information regarding the location of final disposal shall be attached to this Agreement in the form of a Memorandum for the Record. The CONTRACTOR and CITY inspector assigned to the disposal process shall maintain disposal records and documentation. Documentation shall be quantified in cubic yards or tons depending on terms of the executed Agreement.

Documentation and Inspections

All storm debris shall be subject to inspection by the CITY or any public Authority. Inspections shall be to insure compliance with the contract and applicable local, state and federal laws. The CONTRACTOR will, at all times, provide the CITY access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work and materials. The CONTRACTOR and the CITY will have in place at the TDSRS's, personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS's. The CONTRACTOR and the CITY will monitor the material to determine that it in fact consists of eligible debris. The CONTRACTOR and the CITY will have in place at the pick-up site, personnel to verify the contents, location, date and time of the vehicles departing for the TDSRS. Prior to use, the CONTRACTOR and the CITY shall establish and record each haul truck's certified cubic yard capacity CITY. The CONTRACTOR will include and provide disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement, if applicable. The CONTRACTOR will assist the CITY in preparation of Federal (FEMA) and State reports for any potential reimbursement through the training of CITY employees and the review of documentation prior to submittal. The CONTRACTOR will work closely with the Florida Division of Emergency Management, FEMA and other applicable State and Federal Agencies to

ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.

Priority of Work Areas

The CITY will establish and approve all areas that the CONTRACTOR will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The CONTRACTOR shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. There will be certain debris that is not picked up by equipment, machinery and general laborers used by the CONTRACTOR. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the CITY.

Working Hours

All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only. Hauling of eligible debris to the TDSRS's will be allowed during visible daylight hours only between dawn and dusk. The CONTRACTOR may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the TDSRS's, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the CONTRACTOR deems it necessary and safe. The CONTRACTOR shall be responsible for obtaining sites to stage equipment, such as trucks, while not in use.

White Goods

The CONTRACTOR may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the Florida Administrative Code. The CONTRACTOR shall dispose of all white goods encountered in accordance with applicable Federal, State and local laws.

Any white goods that may contain Freon, such as refrigerators, freezers, or air conditioners, shall have the Freon removed by the CONTRACTOR in accordance to applicable regulatory requirements.

SCOPE OF SERVICES TWO --
TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE

SEE NOTE (1)

1. PUBLIC ASSISTANCE PROGRAM

- a) **Damage Survey Report (DSR) or Project Worksheet (PW)**
 - i) Official DSR/PW requests – Assist CITY personnel in the following:
 - a) Identification of expenditures eligible for reimbursement
 - b) Submission of official “request for DSR inspection”
 - ii) Local government representation on DSR/PW team – Train and assist CITY personnel to accomplish the following:
 - a) Identification of eligible items for reimbursement
 - b) Review of DSR/PW for accurate scope of work
 - c) Review of DSR/PW for accurate unit costs
 - iii) Recovery process documentation – Assist CITY personnel in the following:
 - a) Creation of recovery process documentation plan
 - b) Maintenance of documentation of recovery process
 - iv) Force account labor vs. contract labor
 - a) Recommendations to government officials on need to contract or utilize force account labor
 - v) Recovery process oversight
 - a) Recommendation to government officials on need to contract for project management for projects requiring intense oversight
 - b) DSR/PW tracking through State and Federal process
 - c) Written and oral status reports to government officials
- b) **Documentation Support**
 - i) Review of records system for applicability to Federal and State requirements
 - ii) Orientation and training of Department/Division Heads on requirements for quality and quantity of required documentation
 - iii) Assist in selection of “Clerk of Records” and provide detailed training for documentation
 - iv) Review documentation for accuracy and quantity
 - v) Assist in preparation of claim documentation
- c) **Consultation and negotiation services**
 - i) Recommendations to government officials on plans of action
 - ii) Provide guidance to government officials on issues involving Federal and State reimbursement
 - iii) Assist CITY officials in negotiations with Federal and State officials
- d) **Other representations as may be requested / required**

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

AGREEMENT FOR DISASTER RECOVERY SERVICES Attachment 2

The following is a listing of costs for technical services and/or tasks to be provided by CONTRACTOR to CITY upon issuance to the CONTRACTOR of a Notice-to-Proceed. Costs denoted by a dollar amount represent a unit cost for materials or an hourly rate for personnel and equipment services. Costs denoted by a unit price denote the cost per cubic yard to provide the appropriate services of debris removal.

CONTRACTOR INVOICING

The CONTRACTOR may invoice the CITY not more than once every Seven (7) days. The payment request shall be filled out and signed by the CONTRACTOR covering the work performed during the invoice period and supported by such data as the CITY may reasonably require. The CITY shall, within fourteen (14) working days of receiving such payment request, finalize review of documentation and make payment to CONTRACTOR. CONTRACTOR will be subject to audit by Federal, State, and local agencies pursuant to audit requirements outlined in the Code of Federal Regulation, Title 44. Payment to the CONTRACTOR for services outlined in this Agreement shall not be contingent on funding from any source.

COSTS FOR SCOPE OF SERVICES ONE – DEBRIS REMOVAL

Measurement and Payment for Gathering, Pick-up, Hauling and Processing of Debris from Public Property (Rights-of-way)

The CONTRACTOR will not be compensated for disposing of any material not defined as eligible debris. The CONTRACTOR and CITY will inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris. 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 landfill or receiving facility. No payment will be allowed for that load, and the CONTRACTOR will not invoice the CITY for such loads. For each suitable load picked up, hauled, and processed, a record of the cubic yards will be recorded by the CONTRACTOR and CITY numbered tickets supplied by the CONTRACTOR. Copies of each load record will be available to the CONTRACTOR and the CITY's designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. The CITY may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal tickets disputed will be returned to the CONTRACTOR within five (5) working days of invoice date for additional clarification prior to payment of those tickets.

The CONTRACTOR shall receive Twenty Dollars and 00/100 (\$20.00) per cubic yard for debris removal from public property (Rights of Way).

This cost is Fifteen Dollars and 00/100 (\$15.00) per cubic yard that is picked up and hauled to a temporary debris storage and reduction site (TDSRS) by the CONTRACTOR.

This cost also includes a Five Dollars and 00/100 (\$5.00) per cubic yard charge for processing (grinding or burning) of debris that is deposited at the temporary debris storage and reduction site (TDSRS) by the CONTRACTOR.

The two aforementioned costs are invoiced together to equate to the Twenty Dollars and 00/100 (\$20.00) per cubic yard for simplicity and adequate tracking of debris hauled by the CONTRACTOR to the TDSRS.

All debris hauled to the TDSRS by any other parties (such as residents) and processed (reduced) by the CONTRACTOR shall be invoiced at Five Dollars and 00/100 (\$5.00) per cubic yard.

Debris Disposal

For each suitable load disposed of by the CONTRACTOR in CITY, the CONTRACTOR will receive Five Dollars and 00/100 (\$5.00) per cubic yard.

If the CONTRACTOR is required to dispose of material outside of the CITY, the cost will be negotiated at the time of the event to provide the CITY with the best price for operations.

Disposal costs (Tipping Fees) shall be invoiced to the CITY by the CONTRACTOR based on the MARION CITY Landfill's actual current tipping fee, regardless of final disposal location, at the time of disposal. This reference of cost does not preclude the CONTRACTOR from utilizing alternative disposal sites as agreed by both parties (See Attachment 1, Page 5, *Debris Disposal*, of this Agreement).

White Goods

The CONTRACTOR will receive Twenty Dollars and 00/100 (\$20.00) per cubic yard for pick-up and haul of white goods from public property (Rights -of- way).

For each suitable load of white goods disposed of by the CONTRACTOR in CITY, the CONTRACTOR will receive Five Dollars and 00/100 (\$5.00) per cubic yard. If the CONTRACTOR is required to dispose of white goods outside of the CITY, the cost will be negotiated at the time of the event to provide the CITY with the best price for operations.

Demolition Material

The cost for disposal of material generated from demolition operations will be negotiated at the time of event based on distance of haul and tipping fees to provide the CITY with reasonable cost. The cost will be negotiated by the ton.

Site Remediation

TDSRS site reclamation will be negotiated at the time of the event.

Measurement and Payment for Emergency Road Clearance, Demolition of Structures, Debris Removal from Private Property, and Special Considerations on Public Property

Measurement of these services utilizing other than an hourly rate is difficult at best and would potentially lend itself to unnecessary disputes. Therefore, the CITY and the CONTRACTOR agree that the CONTRACTOR shall invoice the CITY utilizing the hourly rates listed in Attachment 3 to this Agreement. A not-to-exceed amount shall be placed upon any specific work performed at an hourly rate.

The CITY and the CONTRACTOR shall have inspectors in the field with each work crew to monitor, record, and sign timesheets for the actual times worked for each piece of equipment and crew member present at a particular work site. These signed records shall be the basis for the CONTRACTOR's invoice to the CITY.

Hazardous Stumps

The removal and hauling of hazardous stumps is a unique process requiring specialized equipment. As such, this process requires unique documentation and costing. The CITY and CONTRACTOR will measure each stump three (3) feet above normal ground level, to determine the diameter of the trunk. Once the diameter is established, the stump will be physically removed by the best means available. The stump will be photo documented by the CITY and recorded on a specific stump log provided by the CONTRACTOR.

The CONTRACTOR shall invoice the CITY for hazardous stump and root removal and hauling to the TDSRS utilizing the following categories:

Up to but less 6 inch diameter-	\$ 250.00 per stump
6 inch diameter and up, but less than 12 inches-	\$ 500.00 per stump
12 inch diameter and up, but less than 24 inches-	\$1,000.00 per stump
24 inch diameter and up, but less than 48 inches-	\$1,500.00 per stump
Equal to or greater than 48 inch diameter-	\$2,000.00 per stump

Fill Dirt

The CONTRACTOR shall invoice the CITY market price for acquiring back-fill material to level holes that pose immediate threats to the life, health and safety of the community. The fill will be quantified by the cubic yard.

Placement of the back-fill material will be invoiced utilizing the hourly rates listed in Attachment 3 of this Agreement.

Sand Screening

The CONTRACTOR shall invoice the CITY Ten Dollars and 00/100 (\$10.00) per cubic yard of sand screened, to remove eligible debris deposited by and Event. This cost includes pick-up of debris laden sand, hauling to processing screen located on the beach, processing the sand through the screen and returning clean sand to the beach as directed by the CITY. Debris removed from sand will be picked-up, hauled and processed utilizing the costs located above for Debris Removal from Public Property (Rights-of-way).

COSTS FOR SCOPE OF SERVICES TWO – TECHNICAL DISASTER RECOVERY ASSISTANCE

ITEM I: PROGRAM MANAGEMENT ASSISTANCE

All costs associated with this service are included in the costs listed above. There will be no additional cost for this service.

RESOLUTION NO. 2003-25326

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING BY 5/7ths VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH ASHBRIIT, INC. FOR DISASTER PLANNING AND RECOVERY SERVICES, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY.

WHEREAS, in the event of a major disaster, such as a hurricane, the City would lack sufficient resources to undertake recovery operations; and

WHEREAS, while assistance is available from Miami-Dade County, State and Federal governments, it is not sufficient to restore a community that has suffered a catastrophic disaster; and

WHEREAS, the City currently has an agreement for disaster recovery services with Grubbs Emergency Services, Inc., ("Grubbs"), and adding a second company would provide the City additional primary or back-up capability and flexibility in the event of a major disaster; and

WHEREAS, the firm of AshBritt, Inc. ("AshBritt") has provided the City with pricing that is more competitive than Grubbs, and is a premier national company with an outstanding record of performance in disaster recovery operations; and

WHEREAS, the benefits of contracting with AshBritt for disaster planning and recovery services are as follows:

1. The City of South Miami and the Town of Palmetto Bay are the only AshBritt clients, therefore, AshBritt is not overly saturated in the Miami-Dade County area;
2. AshBritt's pricing is 20% less than that of the current Miami Beach disaster response contractor, Grubbs;
3. AshBritt has agreed to add language to the City's contract that allows for a potential reduction in contract price for a minor storm, if market conditions warrant the action. This clause, as recommended by FEMA, protects the City from over pricing in a minor storm;
4. AshBritt maintains a fleet of company owned grapple trucks designed specifically for debris collection equipment to lessen the dependence on subcontractor equipment and personnel;
5. AshBritt will provide annual disaster recovery preparedness training for the City and its staff to ensure that City employees are aware of the current disaster recovery rules and regulations;
6. AshBritt has three additional divisions within the corporate structure (Engineering, Environmental Services, and Waste Services) that support the Disaster Response Division;
7. AshBritt is domiciled in South Florida (Pompano Beach);

8. AshBritt maintains a full time technical assistance staff to assist the City with State and Federal grant issues related to disaster recovery programs;
9. AshBritt is financially stable and is diversified in several profitable businesses (engineering, environmental services, commercial solid waste collection) that are complimentary to the disaster response division; and

WHEREAS, in the event of a declared emergency, and the emergency is of sufficient magnitude that the City needs to utilize disaster related services, those services are generally subject to reimbursement by the County, State and Federal governments; and

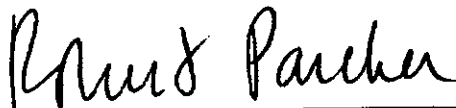
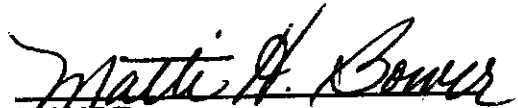
WHEREAS, the Administration would recommend to the Mayor and City Commission that it is in the best interest of the City to waive the competitive bidding requirement, by 5/7ths vote, providing such waiver to be in the best interest of the City.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission waive, by 5/7ths vote, the formal competitive bidding requirements and authorize the Mayor and City Clerk to execute an agreement with AshBritt, Inc. for disaster planning and recovery services, finding such waiver to be in the best interest of the City.

PASSED AND ADOPTED this 10th day of September, 2003.

ATTEST:


VICE-MAYOR:



CITY CLERK

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

9/8/03
Date

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

Waive by 5/7ths vote, formal competitive bidding requirements and authorize the Mayor and City Clerk to execute an agreement with AshBritt, Inc., for disaster planning and recovery services.

Issue:

Shall the Mayor and the City Commission waive competitive bidding requirements and authorize the Mayor and City Clerk to enter into an agreement with AshBritt, Inc.?

Item Summary/Recommendation:

In the event of an emergency, such as a hurricane, the City would lack sufficient resources to undertake recovery operations. The City currently has an agreement for disaster recovery services with Grubbs Emergency Services, Inc., and adding a second company would provide the City additional primary or back-up capability and flexibility in the event of a major disaster. AshBritt, Inc., (AshBritt) has provided the City pricing that is more competitive than Grubbs and is a premier national company with an outstanding record of performance in disaster recovery operations.

Under the terms of the attached agreement AshBritt will remove as quickly as possible all hazards to life and property resulting in the City of Miami Beach. Clean up, demolition and removal will be limited to (1) that which is determined to eliminate immediate threats to life, public health, and safety; (2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property, and; (3) that which is considered essential to ensure economic recovery of the affected community to the benefit of the community-at-large. The service provided by AshBritt shall consist of clean up, demolition, removal, reduction and disposal of debris as directed by the designated representative of the City. AshBritt will also provide, under the terms of the attached agreement, disaster recovery technical assistance to appointed and elected officials within the City. This service shall include program Management Assistance.

The Administration recommends approval of the Resolution.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:	Amount	Account	Approved
<input type="checkbox"/> Finance Dept.	1		
	2		
	3		
	4		
	Total		

City Clerk's Office Legislative Tracking:

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Sign-Offs:

Department Director	Assistant City Manager	City Manager
GL FHB		

AGENDA ITEM C75

DATE 9-10-03

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.miamibeachfl.gov



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: September 10, 2003

From: Jorge M. Gonzalez
City Manager

A handwritten signature in black ink, appearing to read 'Jorge M. Gonzalez'.

Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, WAIVING BY 5/7ths VOTE, THE FORMAL COMPETITIVE BIDDING REQUIREMENTS AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH ASHBRIIT, INC. FOR DISASTER PLANNING AND RECOVERY SERVICES, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY.

ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

ANALYSIS

In the event of an emergency, such as a hurricane, the City would lack sufficient resources to undertake recovery operations. While assistance is available from the County, State and Federal governments, it is not sufficient to restore a community that has suffered a catastrophic disaster. Also, the resources of the various governments are spread thin over the affected areas, necessitating contracted private sector assistance.

The City currently has an agreement for disaster recovery services with Grubbs Emergency Services, Inc., (Grubbs) and adding a second company would provide the City additional primary or back-up capability and flexibility in the event of a major disaster. AshBritt, Inc., (AshBritt) has provided the City pricing that is more competitive than Grubbs and is a premier national company with an outstanding record of performance in disaster recovery operations. The benefits of contracting with AshBritt for disaster planning and recovery services are as follows:

1. AshBritt is not overly saturated in the Miami-Dade County area. The City of South Miami and the Town of Palmetto Bay are the only AshBritt clients. These two municipalities are piggybacked from the Broward County contract which was awarded through a competitive request for proposal process.
2. AshBritt's pricing is 20% less than that of the current Miami Beach disaster response contractor (Grubbs).
3. AshBritt has agreed to add language to the City's contract that allows for a potential reduction in contract price for a minor storm if market conditions warrant the action. This clause, as recommended by FEMA, protects the City from over pricing in a minor storm.
4. AshBritt maintains a fleet of company owned grapple trucks designed specifically for debris collection equipment to lessen the dependence on subcontractor equipment and personnel.
5. AshBritt will provide annual disaster recovery preparedness training for the City and

their staff to ensure that City employees are aware of the current disaster recovery rules and regulations

6. AshBritt has three additional divisions within the corporate structure (Engineering, Environmental Services, and Waste Services) that support the Disaster Response Division.
7. AshBritt is domiciled in South Florida (Pompano Beach).
8. AshBritt maintains a full time Technical Assistance staff to assist the City with State and Federal grant issues related to disaster recovery programs.
9. AshBritt is financially stable and is diversified in several profitable businesses (engineering, environmental services, commercial solid waste collection) that are complimentary to the disaster response division.

In the event of a declared emergency and the emergency is of sufficient magnitude that the City needs to utilize disaster related services, those services are generally subject to reimbursement by the County, State and Federal governments. FEMA as the principal federal agency dealing with disaster recovery prefers that agreements for disaster services be put in place prior to an emergency and where possible, the services be obtained by the bidding process. Therefore, it is the Administration's recommendation that the City Commission adopt the attached resolution which authorizes the Mayor and City Clerk to execute an agreement with AshBritt, Inc. for disaster planning and recovery services.


JMG:RCM:FB:GL

Attachment: AshBritt Agreement

T:\AGENDA\2003\sep1003\consent\AshBritt.doc