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City of Houston - Contracts

Contract #: 4600008651
Vendor Name: DRC Emergency Services. LLC
Ordinance #: 09-0951

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CITY OF HOUSTON

City Secretary

4600008651

C 70664 Interoffice

Correspondence

To: Ms. Annise Parker
City Controller

Dept: 2100 (SWD)
Fund: N/A

From: Anna Russell
City Secretary

Date: October 15, 2009

Attn:

Subject: Contract Amendment #1

Dear Ms. Parker: Term: Effect CS Date is for 3 yrs; Renewals: for 2-1yr. terms.

The following are sent to you for handling to completion:

3 First Amendments to Disaster Debris Contract

Between City and DRC Emergency Services, LLC

For Disaster Debris Removal for the Solid Waste Management Department

Authorized by Ordinance 2009-0951

Passed on October 7, 2009

Executed by Mayor October 14, 2009

Yours Truly,

Anna Russell
City Secretary

AR/bg

cc: Mr. Hayes

MW

CS-10/16/09

CONTROLLER'S

2009 OCT 15 AM 9:56

2 COPIES PICKED UP
BY Charlotte Middleton /RH
DEPT REPRESENTATIVE
10-20-09
DATE

City of Houston, Texas Ordinance No. 2009- 951

AN ORDINANCE APPROVING FIRST AMENDMENTS TO DISASTER DEBRIS CONTRACT WITH DRC EMERGENCY SERVICES, LLC AND WITH OMNI PINNACLE, LLC FOR DISASTER DEBRIS REMOVAL SERVICES FOR THE SOLID WASTE MANAGEMENT DEPARTMENT; MAKING VARIOUS FINDINGS RELATED TO THE SUBJECT; AND DECLARING AN EMERGENCY.

WHEREAS, City Council by Ordinance 2007-987 (August 29, 2007) awarded contracts to DRC Emergency Services, LLC and to Omni Pinnacle, LLC for disaster debris removal services for the Solid Waste Management Department (SWMD); and

WHEREAS, SWMD activated the DRC Emergency Services, LLC contract in September 2008 for the response to Hurricane Ike and based on the knowledge gained during Hurricane Ike, SWMD recommends minor changes to both contracts.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON, TEXAS:

Section 1. City Council hereby approves and authorizes the First Amendments to Disaster Debris Contract described in the title of this Ordinance and in substantially the form of the documents which are attached hereto and incorporated herein by this reference. The Mayor (or, in the absence of the Mayor, the Mayor Pro Tem) is hereby authorized to execute such documents and take all actions necessary to effectuate the City's intent and objectives in approving such contracts, agreements or other undertakings in the event of changed circumstances. The City Secretary (or, in the absence of the City Secretary, any Assistant City Secretary) is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents. The City Attorney is hereby authorized to take all action necessary to enforce legal obligations under said contracts, agreements or other undertakings without further authorization from City Council.

Section 2. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five (5) days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Charter of the City of Houston, Texas.

PASSED AND ADOPTED on this the 7th day of October, 2009.

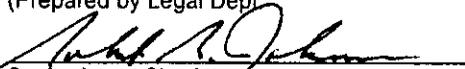
APPROVED on this the _____ day of _____, 2009.

Mayor of the City of Houston, Texas

Pursuant to Article VI, Section 6, of the Charter of the City of Houston, Texas, the effective date of the foregoing Ordinance is OCT 13 2009


 City Secretary

(Prepared by Legal Dept


 Sr. Assistant City Attorney

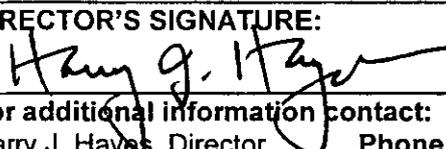
Requested by Harry J. Hayes, Director, Solid Waste Management Department
 L.D. Number 074-0900039-001 and 074-0900040-001

H:\(rj)\ike\firstamendmentdebriscontractord.wpd)

AYE	NO	
		ABSENT-ON PERSONAL BUSINESS
••••	••••	MAYOR WHITE
		COUNCIL MEMBERS
✓		LAWRENCE
✓		JOHNSON
		ABSENT-OUT OF CITY CITY BUSINESS
✓		CLUTTERBUCK
		ADAMS
		ABSENT
✓		SULLIVAN
✓		KHAN
✓		HOLM
✓		GONZALEZ
✓		RODRIGUEZ
✓		BROWN
✓		VICE MAYOR PRO TEM PRESIDING LOVELL
✓		NORIEGA
✓		GREEN
✓		JONES
CAPTION	ADOPTED	

CAPTION PUBLISHED IN DAILY COURT
 REVIEW
 DATE: OCT 13 2009

TO: Mayor via City Secretary REQUEST FOR COUNCIL ACTION

SUBJECT: Approval of First Amendment to Disaster Debris Contracts with DRC Emergency Services, LLC and Omni Pinnacle, LLC for pre-positioned disaster debris removal services		Category	Page 1 of 1	Agenda Item 41
FROM (Department or other point of origin): Solid Waste Management Department		Origination Date September 10, 2009		Agenda Date OCT 07 2009
DIRECTOR'S SIGNATURE: 		Council District(s) affected: All		
For additional information contact: Harry J. Hayes, Director Phone: (713) 837-9103 Vic Ayres, Deputy Director (713) 837-9131		Date and identification of prior authorizing Council Action: Ord. 2007-987 (Aug. 29, 2007)		
RECOMMENDATION: Approve an Ordinance making a First Amendment to Disaster Debris Contracts with DRC Emergency Services, LLC and Omni Pinnacle, LLC for pre-positioned disaster debris removal services for the Solid Waste Management Department				
Amount and Source of Funding: No funding required at this time			F & A Budget:	
<p>In 2007, the City Purchasing Agent advertised for and received competitive bids for disaster debris removal services for the Solid Waste Management Department (SWMD). City Council by Ordinance 2007-987 determined that the lowest responsible and secure bids were submitted by DRC Emergency Services, LLC and Omni Pinnacle, LLC, and awarded contracts to those two bidders. The contracts are for a three-year primary term and renewable by the City for two successive one-year terms.</p> <p>SWMD activated the DRC Emergency Services, LLC contract in September 2008 for the response to Hurricane Ike. Based on the knowledge gained during Hurricane Ike, SWMD recommends minor changes to both contracts to: (i) clarify the method to determine mileage to a disposal site, (ii) provide for a minimum number of disposal sites, (iii) restate the manner of amending the contract, (iv) provide for an extension of the term of the contract if the contractor is actively engaged in the removal of disaster debris at the termination date of the contract, and (v) provide that contractor's work in City parks shall be coordinated with the Director of Parks and Recreation as a member of the City's Debris Management structure headed by the City's Debris Manager/Solid Waste Management Director.</p> <p>SWMD recommends approval of an ordinance to approve First Amendments to Disaster Debris Contracts with DRC Emergency Services, LLC and Omni Pinnacle, LLC for pre-positioned disaster debris removal services.</p>				
REQUIRED AUTHORIZATION				
Finance Department		Other Authorization:		

C.70664
09-0951

FIRST AMENDMENT TO DISASTER DEBRIS CONTRACT

This First Amendment to Disaster Debris Contract ("First Amendment") is made and entered by and among CITY OF HOUSTON, TEXAS, a municipal corporation and home-rule city located principally in Harris County (the "City"), acting by and through its governing body, the City Council; and DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company ("Contractor").

RECITALS:

WHEREAS, City and Contractor entered into a certain Disaster Debris Contract ("Contract"), approved by City of Houston Ordinance 2007-987 (August 21, 2007), designated as City Controller Contract number C70664, with an Effective Date of October 23, 2007, being the date of countersignature by the City Controller; and

WHEREAS, City and Contractor desire to amend said Contract (i) provide for a method to determine mileage to a disposal site, (ii) to provide for a minimum number of disposal sites, (iii) to restate the manner of amending the Contract, (iv) to provide for an extension of the term of the Contract if the Contractor is actively engaged in the removal of disaster debris at the termination date of the Contract, and (v) to provide that Contractor's work in City parks shall be coordinated with the Director of Parks and Recreation as a member of the City's Debris Management structure headed by the City's Debris Manager/Solid Waste Management Director.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the Parties, it is agreed as follows:

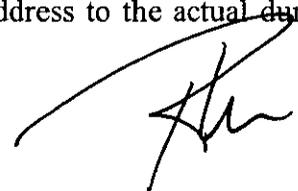
1. A new subsection 3.02 is hereby added to Section A.1 DEBRIS REMOVAL to Exhibit "A", Scope of Work, to the Contract (beginning after last text on page 22 of the Contract) as follows:

3.02 DETERMINATION OF MILEAGES

For purposes of determining collection fees, mileage to the disposal site is calculated from the final debris loading location (starting point) indicated on the ticket to the nearest (by time of travel) debris management site (ending point). The mileage will be determined by a web-based mapping program approved by the Director of Solid Waste who serves as the City's Debris Manager. The mapping program will determine the mileage for the fastest, most direct route (which typically will include freeway routing) from the starting point (last collection address of a load) to the ending point (nearest approved debris management site).

If the location information on a ticket is not recognized by the mapping program, the City, through its Debris Monitor, shall manually investigate the ticket and determine a recognizable starting point address.

In cases where the actual dumping location at a debris management site is a significant distance from the road or street address, then the City, through its Debris Monitor, will calculate the additional mileage from the street address to the actual dumping area and



add the appropriate additional mileage to all calculated mileages from starting point to ending point at that debris site.

2. Subsection 1.01.b of Section A.2 DEBRIS MANAGEMENT SITE OPERATION to Exhibit "A", Scope of Work, to the Contract (the second full paragraph on page 23 of the Contract) is hereby deleted and restated as follows:

- a. The Contractor shall, upon commencement of this Contract, identify properties within the Houston area and enter into separate agreements with the property owners to prepare and use the property as Debris Management Sites (DMS). The DMS locations will be distributed about the City so as travel times to DMS locations are minimized. At least four major DMS locations will be within fifteen miles from the city center, and at least three to four major DMS locations will be between 16 and 30 miles from the city center, provided however, the DSWM may agree to a lesser number of DMS locations given the scope of damage(s) from a debris causing event. The Contractor shall conduct environmental surveys, prepare the property(ies) as needed, acquire state permits as required and effect all other arrangement so as to be able to use the property on short notice as a DMS. The Contractor shall notify the DSWM when each DMS location is available for use.

3. A new sentence is added to the end of Subsection A, Contract Term of Section V, TERM AND TERMINATION to the Contract (on page 12 of the Contract) as follows:

Notwithstanding anything contained herein to the contrary, if at the indicated termination date of this Contract, Contractor is then engaged in a Project of disaster debris removal operations for the City, then this Contract shall be automatically extended from the indicated termination date for the lesser of (i) the time to fully complete that Project or (ii) 180 days.

4. Subsection C, Written Agreement, of Section VI, MISCELLANEOUS to the Contract (on page 13 of the Contract) is hereby deleted and restated as follows:

Unless otherwise provided herein, this Contract may be amended only by written instrument duly executed on behalf of City and Contractor. Venue for any litigation relating to this Contract shall be Harris County, Texas.

5. Subsection D, Coordinate Performance, of Section III, DUTIES OF CONTRACTOR to the Contract (on page 5 of the Contract) is hereby deleted and restated as follows:

The Contractor shall coordinate his activities with the Director and such other person(s) as the Director may specify. The Contractor shall keep said person(s) currently advised



on a daily basis of developments relating to the performance of this Contract, and Contractor shall at all appropriate times advise and consult with the Director.

Notwithstanding anything contained herein to the contrary, all debris removal work within City parks may be under the control and direction of the Director of the Parks and Recreation Department if so delegated by the Director of Solid Waste as the City's Debris Manager. If such coordination duties are delegated to the Parks Director or his/her authorized representative(s), the Parks Director or his/her representative(s) shall make regular and routine reports on work schedules and completion as part of the overall City debris management.

Except for the changes set forth in Paragraphs 1, 2, 3, 4 and 5 above, all other terms, conditions, and provisions of the Contract remain unchanged and in effect.

This First Amendment is executed in multiple counterparts effective as of the date of countersignature by the City Controller as set forth below.

City:

ATTEST:

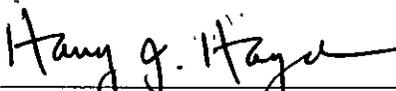
CITY OF HOUSTON,
a Texas home-rule municipality

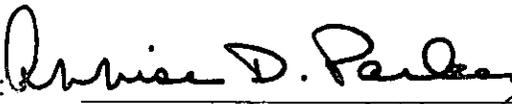
By: 
Name: Anna Russell
Title: City Secretary

By: 
Name: Bill White
Title: Mayor 

APPROVED AND RECOMMENDED:

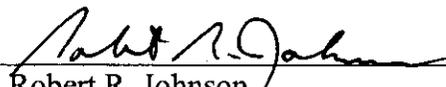
COUNTERSIGNED:

By: 
Name: Harry Hayes
Title: Director, Solid Waste Mgm't Dept.

By: 
Name: Annise Parker 
Title: City Controller

APPROVED AS TO FORM:

DATE OF COUNTERSIGNATURE:

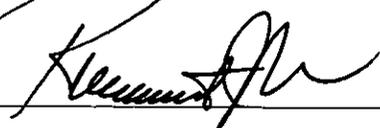
By: 
Name: Robert R. Johnson
Title: Senior Assistant City Attorney
L.D. no. 074-0900039-001

10-16-09



Contractor:

DRC EMERGENCY SERVICES, LLC, an
Alabama limited liability company

By: 

Name:

Robert J. Isakson ^{WP} 8/31/09

Title:

Managing Director