

RESOLUTION NO.: R-2015-099

*Authorizing the City Manager to execute Contract between the City of Columbia
and Plexos Group for Emergency Recovery Assistance*

BE IT RESOLVED by the Mayor and City Council this 7th day of October, 2015, that
the City Manager is authorized to execute the attached Contract for Professional Services, or
on a form to be approved by the City Attorney, as an emergency procurement between the
City of Columbia and Plexos Group.

Requested by:

Mayor and City Manager



Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 10/7/2015

Final Reading: 10/7/2015

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this 8th day of October, 2015 between The City of Columbia (hereinafter called the "City"), its successors and assigns, and Plexos Group (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the City of Columbia has been severely and catastrophically affected by record levels of rain from the late evening hours of Saturday, October 3, 2015 and projected to continue through Tuesday, October 6, 2015, a 1000 year rain event; and

WHEREAS, this catastrophic 1000 year rain event has resulted in widespread flooding throughout the City Of Columbia causing fatalities, injuries, the loss of homes and businesses, causing thousands of individuals to become homeless, loss of potable water and food supplies; further that there is still widespread stress on the water and sewer system resulting in thousands of homes without potable water; city officials and department heads believe it is in the best interests of the City and its citizens to restrict travel on the roads, which are increasingly dangerous, during the evening hours; and

WHEREAS, the President of the United States, Barack Obama, at the request of South Carolina Governor Nikki Haley has declared a Major Disaster pursuant to 42 U.S.C. Section 5170 for the City of Columbia and the County of Richland; and

WHEREAS, the Governor of the State of South Carolina Nikki Haley has declared a state of emergency for the State of South Carolina and activated the National Guard for assistance due to the rainfall and resulting flooding; and

WHEREAS, due to the public exigency and ongoing emergency related to unprecedented catastrophic flooding in the City of Columbia, S.C., the City does not have time to delay the requested services until a competitive solicitation can be done. However, the City will use good faith efforts to competitively bid for the services hereunder in accordance with 44 CFR Sec. 13.36 as soon as it is reasonably practicable to do so.

WHEREAS, the City desires to retain the services of the Contractor to assist in the City's recovery efforts.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. CONTRACT FOR SERVICES

The City hereby engages the Contractor and the Contractor hereby agrees to perform the services hereafter set forth. Contractor hereby represents and warrants to City that this Contract complies with all applicable federal laws, regulations and executive orders necessary for reimbursement with federal disaster assistance funds at the applicable rate. Contractor also represents and warrants that all work billed by Contractor under this Contract comports and will comport with federal guidelines for reimbursement with federal disaster relief funds for which the City applies.

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.

2. SCOPE OF SERVICES AND TIME OF PERFORMANCE

The Contractor shall in a satisfactory and proper manner as determined by the City perform tasks necessary to complete the projects as outlined in Appendix A, attached hereto. The Contractor has specialized knowledge to complete the projects without any training from the City and shall perform the

tasks in the order and in the manner that he or she determines is most effective and efficient without any City control over the details of Contractor's performance.

3. METHOD OF PAYMENT

Contractor acknowledges that FEMA financial assistance will be used to fund the contract only. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

A. It is agreed that in no event will the total compensation to be paid hereunder exceed the maximum sum as specified in Appendix B.

B. Payment shall be made for work performed every four weeks and no later than by Thursday of the following week after the fourth week.

4. FINDINGS CONFIDENTIAL

All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

5. ACCESS TO RECORDS

The Contractor shall make available for examination by the City all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under this Contract.

In addition, the following access to records requirements apply to this contract:

(a) The contractor agrees to provide 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 that are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(b) 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.

(c) 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.

6. COPYRIGHT

No reports or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

7. AMENDMENTS

The parties may amend this Agreement at any time provided that such amendments are executed in writing, signed by a duly authorized representative of both parties, and approved, where applicable, by the City's governing body.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both parties.

8. ASSIGNABILITY/SUBCONTRACTING

The Contractor shall not assign or subcontract any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the City. The Contractor shall be as fully

responsible to the City for the acts and omission of its sub-contractors, as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall furnish and cause each of its sub-contractors to furnish all information and reports required hereunder.

9. INDEPENDENT CONTRACTOR

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance.

10. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner these obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under this Contract shall become the property of the City.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor and the City may withhold any payments to the Contractor until such time as the exact amount of damages due to the City from the Contractor is determined.

11. TERMINATION FOR CONVENIENCE OF THE CITY

The City may terminate this Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents and other material as described in Paragraph 5 above shall, at the option of the City, become its property.

12. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract or which is adverse to the interests of the City of Columbia. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.

The Contractor is expected to make her services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Contractor has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of this contract.

13. EQUAL EMPLOYMENT OPPORTUNITY

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

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) 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.

14. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

15. COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable federal, state and local laws, ordinances, and codes in performing the work provided under this Contract.

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.

16. PERSONNEL

All of the services required hereunder shall be performed by the Contractor and all personnel engaged in the work will be fully qualified and shall be authorized or permitted under state and local law to perform the services identified in Appendix A, Scope of Services.

17. GOVERNING LAW

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of South Carolina. Any dispute arising between any of the parties hereto regarding the subject matter of this Agreement shall be subject to the exclusive jurisdiction of the federal and state courts within the State of South Carolina.

18. INSURANCE Contractor shall procure and shall maintain during the Term, whether such operation be by itself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this Contract, to adequately protect Contractor or the subcontractor, as the case may be, from any claims or damages including bodily injury or death, which may arise from them during operations under this Contract.

19. ANTI-LOBBYING AND ETHICS

Contractor certifies to City 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. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

The Contractor acknowledges that it is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of laws, 1976, as amended). Under this Act, Contractor may not offer and City employees are prohibited from accepting anything of value from any person. "Anything of value" includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

20. USE OF RECOVERED MATERIALS

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

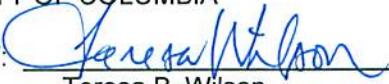
- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

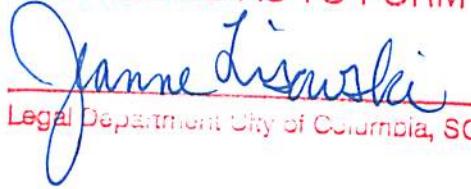
(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>."

21. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

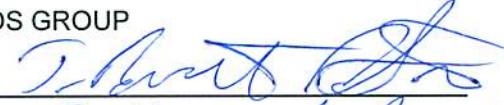
IN WITNESS WHEREOF, the City and the Contractor have entered into this Agreement as of the date first above written.

CITY OF COLUMBIA

BY: 
Teresa B. Wilson
TITLE: City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC

PLEXOS GROUP

BY: 
TITLE: Authorized Agent

APPENDIX A, SCOPE OF SERVICES

The City shall engage the Contractor of a period of ninety (90) days from the date of full execution of this Agreement. The scope of services to be provided by the Contractor includes:

Task I – Establish Program Management Office and Mobilize with Program Manager and support staff to establish short term and long term recovery goals

Task II - Establish / Operate the Program Office in conjunction with the Emergency Management Command Center Center at the Mayor's / City Manager's Discretion

- Integrate with City Agencies (Mayor's Office, Fire, Police, Public Works, Community Development)
- Work with the City to establish Communications, IT as necessary
- Assist with the coordination of immediate emergency measures and set distribution points
- Food / Water Distribution
- Fuel
- Power
- Attend briefings with Mayor's staff and other State / Federal government agencies as requested

Task III – Provide technical assistance to ensure the establishment and execution of an emergency shelter plan

Task IV – Provide Technical Assistance for the procurement process (fuel, water, shelter, debris removal, etc.) and pre-qualify acquire local subcontractors

Task V – Provide inspections and damage assessments for public facilities to include sewer, water, electricity, roads, bridges, and public buildings

Task VI – Develop protocols for allowable expenses, documentation requirements, metrics, project controls, and reporting based on FEMA / HUD requirements

Task VII – Provide project controls for internal audit of invoices and reimbursable labor and expenses and reporting in compliance with FEMA / HUD requirements

Task VIII – Assist City in working with the State to obtain emergency bonds for low interest loans

Task IX – Establish and manage a Debris Removal Monitoring Plan

APPENDIX B, BUDGET

Contractor will provide five (5) staff members for an initial two (2) week assessment for an amount not to exceed One Hundred and Fifty Thousand and No/100 (\$150,000.00) Dollars. Contractor's rates shall be as described in Appendix C.

After the initial two (2) week assessment, Contractor will provide to City an estimate of its budget for the remainder of the ninety (90) day term of this Contract. Upon mutual agreement of the estimated budget, this Contract shall be amended to include the revised budget with a "not to exceed" amount.

APPENDIX C, CONTRACTOR RATES



**PLEXOS GROUP
2015 RATE SCHEDULE**

Classification	Bill Rate
Sr. Principal/President	225
Principal/Vice President	225
Subject Matter Expert	225
Program Manager 2	225
Program Manager 1	210
Project Manager 4	195
Project Manager 3	175
Project Manager 2	135
Project Manager 1	105
Consultant 4	215
Consultant 3	200
Consultant 2	185
Consultant 1	165
Project Controls Specialist 3	165
Project Controls Specialist 2	145
Project Controls Specialist 1	100
Compliance Manager 2	165
Compliance Manager 1	140
Analyst 4	145
Analyst 3	125
Analyst 2	95
Analyst 1	75
Sr. Technician/Designer	145
CAD Technician 3	125
CAD Technician 2	100
CAD Technician 1	75
Inspector 3	115
Inspector 2	100
Inspector 1	85
Estimator 3	105
Estimator 2	95
Estimator 1	75
Document Manager 2	85
Document Manager 1	75
Project Assistant 2	75
Project Assistant 1	65
Technician 4	90
Technician 3	80
Technician 2	70
Technician 1	60
Administrative/Clerical 2	75
Administrative/Clerical 1	60

RECEIVED
OCT 15 2015
LEGAL
DEPARTMENT

RECEIVED
OCT 12 2015
Legal Department