

CITY COUNCIL

The City of Orange Township, New Jersey

DATE April 7, 2020

NUMBER 163-2020 (WO)

TITLE: A RESOLUTION AUTHORIZING THE AWARD OF A EMERGENCY CONTRACT BETWEEN THE CITY OF ORANGE TOWNSHIP AND MIA RESTORATION DBA PUROCLEAN OF MORRISTOWN NJ, 9 MONTGOMERY ROAD, LIVINGSTON, NEW JERSEY 07039 FOR DECONTAMINATION SERVICES OF EMS AND ALS TRUCKS, PASSENGER VEHICLES, EQUIPMENT AND SUPPLIES IN RESPONSE TO THE COVID-19 PANDEMIC IN AN AMOUNT NOT TO EXCEED \$50,000.00.

WHEREAS, the emergency appropriation is being made to meet a pressing need for public expenditure to protect and promote the public health, safety and welfare of the citizens of the City of Orange Township; and

WHEREAS, on March 9, 2020 Governor Murphy, through Executive Order No. 103, issued a state of emergency due to the COVID-19 Pandemic; and

WHEREAS, in response to COVID-19 Coronavirus Pandemic, decontamination services for EMS and ALS trucks, passenger vehicles, equipment and supplies will be conducted for the safety of protecting the residents, as well as first responders of The City of Orange Township; and

WHEREAS, N.J.S.A. 40A:11-6. Emergency Contracts, any contract may be negotiated or awarded for a contracting unit without public advertising for bids and bidding therefore, notwithstanding that the contract price will exceed the bid threshold, when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services; and

WHEREAS, the Qualified Purchasing Agent is satisfied that an emergency exists and recommends that a contract be awarded to Mia Restoration dba PuroClean of Morristown NJ; and

WHEREAS, a Certification of Availability of Funds is not required given the emergency appropriation.

NOW, THEREFORE, BE IT RESOLVED THAT the Municipal Council of the City of Orange Township be and hereby authorizes the award of a contract to Mia Restoration dba PuroClean of Morristown NJ, 9 Montgomery Road, Livingston, New Jersey 07039 for decontamination services of EMS and ALS trucks, EMS and ALS passenger vehicles, equipment and supplies in response to the COVID-19 Pandemic under the emergency provisions established by N.J.S.A. 40A:11-6, in a amount not to exceed \$50,000.00.

BE IT FURTHER RESOLVED that this contract is awarded without competitive bidding as an "Emergency Contract" in accordance with N.J.S.A. 40A:11-6 of the Local Public Contracts Law because an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services.

BE IT FURTHER RESOLVED that notice of this action shall be printed once a City of Orange Township designated publication as required by law within ten (10) days of its passage.

Adopted:

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President

*Vaughn Parchment on behalf of
the City Attorney*

[Signature]





The undersigned owner(s) or authorized agent of the owner(s) ("Owner") enters into this contract with Mia Restoration DBA PuroClean of Morristown NJ ("PuroClean") to perform one or more services described herein ("Services"), including any change orders mutually agreed by Owner and PuroClean:

Name of Owner(s): City Of Orange Township

Property/Project Address:

City of Orange Township
29 N. Day Street, Orange NJ 07050

AUTHORIZATION FOR SERVICES. Owner directs and authorizes PuroClean to provide the Services designated below:

Decon of First Responder Vehicles including but not limited to EMS & ALS trucks, EMS & ALS passenger vehicles, Equipment and supply vehicles.

Decon will take place upon completion of each run which warrants decon. EMS personnel will dictate which runs warrants a decon.

PuroClean will adopt protocol for vehicle decon currently used by EMS provider.

PuroClean will provide 2 technicians to remain on duty 24/7. One Supervisor will be on duty for 1 hour during each shift change not to exceed 4 hours per day.

Owner directs and authorizes PuroClean to provide the Services as follows:

Immediately proceed OR Only proceed when Owner authorizes Services *

* Owner waives and releases PuroClean from any and all negligence, damage or delay claims caused by the Owners decision not to allow PuroClean to Immediately proceed with emergency services or if work approval delays are caused by the Owner's representative.

PAYMENT FOR SERVICES: Owner agrees to pay for the Services based on the rates set forth in Chart Pricing below. In addition, Owner shall be responsible for payment of applicable taxes, including but limited to sales taxes. Payments are due to PuroClean during the course of the project as Services are provided. Owner shall deliver payment to PuroClean within 10 days of Owner's receipt of each invoice.

Owner shall deliver payments to PuroClean by one of the following methods: (i) Credit Card (ii) Cash or (iii) check or certified funds delivered to:

Mia Restoration DBA Puroclean of Morristown NJ
9 Montgomery Rd Livingston NJ 07039

* If a down payment is required, Services will not be initiated until down payment is received and funds have cleared.

Description	Amount Payable (in Dollars)
Biohazard Technician	\$85.00 hr.
Biohazard Technician After hours	\$106.25 hr.
Biohazard Supervisor	\$115.00 hr.
Biohazard Supervisor After Hours	\$143.75 hr.
ULV Fogger	\$162.00 per day
Disinfectant (EPA N-List)	\$85.50 per gallon
Cleaning Towels	\$24.00 per pound
HEPA Vacuum	\$45.00 per day
Glass Cleaner	\$14.00 per bottle
Deodorizer	\$44.00 per gallon
Gloves nitrile/latex	\$27.00 per box
Tyvek Suits	\$33.00 each
Full Face Respirator	\$13.00 per day
Respirator Cartridge	\$28.00 per pair
Spray Bottle	\$4.50 each
Tape	\$6.00 per roll

PUROCLEAN'S SERVICES: PuroClean will perform the Services in a good and workmanlike manner in accordance with restoration industry standards. PuroClean will have a policy of insurance in full force for auto, workers compensation and commercial general liability. PuroClean will comply with all local, state and federal laws including safety standards (OSHA). Customer warrants there have been no reported instances, and no reason to suspect, individuals infected with COVID-19 have been on the premises being cleaned in the last 14 days. PuroClean does not warranty any cleaning services related to COVID-19. PuroClean may, upon authorization and agreement of the customer to cover additional expenses, coordinate with a Certified Industrial Hygienist who can perform post-cleaning verification.

GENERAL CONDITIONS: Owner agrees to allow timely inspections by government inspectors and/or insurance adjustors. Owner agrees that PuroClean shall have no liability for, and that Owner shall indemnify, defend and hold PuroClean harmless from and against, all claims, damages, liabilities and costs arising out of or relating to the presence, discovery, or failure to discover, remove, address, remediate or cleanup environmental or biological hazards including, but not limited to, mold, fungus, hazardous waste, substances or materials, or asbestos; *provided, however,* that Owner's indemnification obligation shall not exceed the greater of \$1,000,000 or ten times the value of this contract, which amount the parties agree bears a reasonable commercial relationship to this contract. If for any reason the amount due under this Contract is not paid when due as stated above, PuroClean shall be entitled to the balance due, its expenses and attorney's fees incurred in the collection of this Agreement, and interest on the unpaid balance at the lesser of (a) 1.5% per month or (b) the maximum rate allowed by law. Any controversy or claim arising out of or relating to this contract, or breach thereof, may be submitted to a court of competent jurisdiction where the Services are performed. PuroClean reserves their right to stop work and/or terminate this contract if payment is not received when due. As an inducement to enter into this contract, Owner hereby assigns to PuroClean all right, title and interest in and to all insurance payments that relate to the Services, and agrees that all such payments are the property of PuroClean; *provided, however,* that PuroClean shall have no duty to recover any insurance payments on behalf of Owner. SEE ATTACHED ADDENDUM.

ADDENDUM TO PUROCLEAN CLEANING CONTRACT FOR COVID-19

The following provisions shall be included in the PuroClean Cleaning Contract (the "Agreement") between Owner and PuroClean:

SCOPE OF SERVICES: PuroClean shall provide cleaning services using Sporidicin, which is a restoration industry standard disinfectant, but not registered by the EPA for any specific use. PuroClean shall "clean and leave" the requested area, meaning that PuroClean will clean and apply Sporidicin to the area and then leave the area. Cleaning and applying disinfectant to frequently touched objects and surfaces is one of several actions recommended to help prevent the spread of respiratory diseases, like coronavirus. **THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE NOT SPECIFICALLY DESIGNED TO ELIMINATE COVID-19 OR SIMILAR DISEASES. BECAUSE SURFACES CAN BE RE-CONTAMINATED AFTER CLEANING, AND CORONAVIRUS IS ALSO SPREAD PERSON-TO-PERSON, PUROCLEAN'S SERVICES ARE NOT GUARANTEED TO PREVENT THE SPREAD OF COVID-19 OR ANY OTHER CORONAVIRUS. ADDITIONALLY, PUROCLEAN MAKES NO WARRANTIES THAT UPON COMPLETION OF THE WORK, THE AREA WILL BE FREE FROM COVID-19 OR ANY OTHER VIRUS.** Visit the Centers for Disease Control and Prevention website (<https://www.cdc.gov/coronavirus/2019-ncov/index.html>) and the World Health Organization website (<https://www.who.int/emergencies/diseases/novel-coronavirus-2019>) for more information regarding coronavirus, its spread, and prevention.

INDEMNIFICATION: In addition to the General Conditions stated in the Agreement, and to the fullest extent permitted by law, Owner agrees to indemnify and hold harmless PuroClean, and the officers, directors, employees, agents, parents, subsidiaries, and affiliates of PuroClean (collectively the "PuroClean Indemnified Parties" or individually, a "PuroClean Indemnified Party"), from and against all claims (including any claims, losses, damages or injuries related to or caused by COVID-19 or other viruses), losses, liabilities, judgments, damages, costs, expenses, demands, and suits including, but not limited to, fees and expenses of attorneys, experts, consultants, and all other costs arising out of or related to, or alleged to arise out of or be related to (a) a breach of any of the representations, warranties or covenants contained in this Agreement by Owner; or (b) the negligence or willful misconduct of Owner; its officials, agents, employees, and/or contractors arising out of this Agreement or the Services; or (c) any violation by the Owner of any Applicable Law prior to the first date of the Term of this Agreement; provided, however, that as to any of the foregoing, Owner shall not be liable to the PuroClean Indemnified Parties under this section to the extent that any such liabilities, losses, fines, penalties, damages, costs, actions, expenses, claims, demands, liens, encumbrances, judgments, administrative proceedings or suits arise out of or result from the negligence or willful misconduct or breach of this Agreement by the PuroClean Indemnified Parties.

FORCE MAJEURE: PuroClean shall not be liable or responsible to Owner, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the PuroClean's control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; (j) shortage of supplies and materials necessary to complete the work; and (k) any other shortage of labor, supplies or materials caused by quarantines, shutdowns or supply chain interruptions due to the COVID-19 virus. PuroClean shall give notice within three (3) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. PuroClean shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

PUROCLEAN:

By:  _____

Printed Name: NEILSON RIVERA

Date: 04-06-2020

OWNER(S) / AUTHORIZED REPRESENTATIVE:

By: _____

Printed Name: _____

Date: _____

By: _____

Printed Name: _____

Date: _____

Address: _____

Cell phone: _____

E-mail: _____