

TOWN OF LOXAHATCHEE GROVES

TOWN HALL COUNCIL CHAMBERS

TOWN COUNCIL REGULAR MEETING

AGENDA

JUNE 4, 2019 - 7:00 P.M.



Robert Shorr, Mayor (Seat 4)

Laura Danowski, Councilmember (Seat 2)

Phillis Maniglia, Councilmember (Seat 1)

Lisa El-Ramey, Councilmember (Seat 3)

Dave DeMarois, Vice Mayor (Seat 5)

Administration

Town Manager, James S. Titcomb

Assistant Town Manager, Francine L. Ramaglia

Town Attorney, Michael D. Cirullo, Jr.

Town Clerk, Lakisha Q. Burch

Civility: Being "civil" is not a restraint on the First Amendment right to speak out, but it is more than just being polite. Civility is stating your opinions and beliefs, without degrading someone else in the process. Civility requires a person to respect other people's opinions and beliefs even if he or she strongly disagrees. It is finding a common ground for dialogue with others. It is being patient, graceful, and having a strong character. That's why we say "Character Counts" in Town of Loxahatchee Groves. Civility is practiced at all Town meetings.

Special Needs: In accordance with the provisions of the American with Disabilities Act (ADA), persons in need of a special accommodation to participate in this proceeding shall within three business days prior to any proceeding, contact the Town Clerk's Office, 155 F Road, Loxahatchee Groves, Florida, (561) 793-2418.

Quasi-Judicial Hearings: Some of the matters on the Agenda may be "quasi-judicial" in nature. Town Council Members are required to disclose all ex-parte communications regarding these items and are subject to voir dire (a preliminary examination of a witness or a juror by a judge or council) by any affected party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment, without being sworn. Unsworn comment will be given its appropriate weight by the Town Council.

Appeal of Decision: If a person decides to appeal any decision made by the Town Council with respect to any matter considered at this meeting, he or she will need a record of the proceeding, and for that purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes any testimony and evidence upon which the appeal will be based.

Consent Calendar: Those matters included under the Consent Calendar are typically self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by a single motion. If discussion on an item is desired, any Town Council Member, without a motion, may "pull" or remove the item to be considered separately. If any item is quasi-judicial, it may be removed from the Consent Calendar to be heard separately, by a Town Council Member, or by any member of the public desiring it to be heard, without a motion.

TOWN COUNCIL AGENDA ITEMS

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Additions/Deletions/Modifications of Agenda

PRESENTATIONS

1. Senator Bobby Powell and State Representative Matt Willhite, Florida House of Representatives representing District 86
2. Palm Beach County Commissioner Melissa McKinlay
3. Awarding of the Loxahatchee Groves Scholarship
 - Trevi Perez
 - Andrea Schiola
 - Nancy Sluggett
 - Isabelle Swank
4. Sheriff Ric L. Bradshaw, Palm Beach County Sheriff Department

Comments from The Public on Non-Agenda Items

The public is encouraged to offer comments on any non-agenda item. Generally, remarks by an individual will be limited to one time, up to three minutes or less. The Mayor or presiding officer has discretion to adjust the amount of time allocated.

Public Works Updates (Town & District) – Larry Peters - None

REPORTS (Receive and File)

5. Status Report - Keshavarz & Associates, Inc- Randy Wert Wertepny
6. Status Report – Geoffrey B. Sluggett & Associates – Mary McNicholas
7. Status Report- Simmons & White – Tricia Barr
8. Status Report – Municipal Technologies LLC – Steven Murray
9. Status Report - Land Research Management, Inc. – James Fleishmann

CONSENT AGENDA

10. Resolution No. 2019-37 Approval of Interim Town Attorney Contract
11. Minutes from May 7, 2019 Town Council Workshop.
12. Goren, Cherof, Doody & Ezrol, P.A. Invoice for April 30th- May 23rd 2019
13. Resolution No. 2019-31 Amending Schedule of Town Council Meetings for the remaining 2018-2019 Fiscal Year.
14. Resolution No. 2019-32 Approving Agreement for Disaster Debris Management & Support Services with Thompson Consulting Services, LLC through their Agreement with the Solid Waste Authority of Palm Beach County
15. Resolution No. 2019-33 and 2019-34 Approving Agreement for Disaster Debris Removal, Reduction and Disposal Services with Bergeron and Phillip & Jordan through their agreement with Solid Waste Authority of Palm Beach County.
16. Resolution No. 2019-35 Approving Agreement with Hardrives Paving Inc. for Asphalt Overlay on F Road between Citrus and Collecting Canal in the best interest of the Town pursuant to the provisions of Ordinance No. 2008-09.
17. Resolution No. 2019-36 Approving Cooperative Purchasing Agreements for Asphalt Paving and Milling, Minor Construction, Tree trimming, Fencing and Sod pursuant to the provisions of Ordinance No. 2008-09.

REGULAR AGENDA

18. Discussion and Direction with regard to Solid Waste and Recycling Collection Services.
19. Discussion and direction regarding Roadway Equestrian Trails and Greenways (RETAG) Advisory Committee responsibilities.
20. Approval of Amended & Restated Agreement 800 Interlocal Agreement

TOWN STAFF REPORTS

21. Town Manager Report
 - Renew Hurricane Line-of-Credit (expires 8/3/19)
 - Road, Drainage & Site Work policies
 - Underwood Management Contract
22. Finance Report
23. Town Attorney Report

- Letter to Town

TOWN COUNCILMEMBER REPORTS

24. Councilmember Danowski requested discussion items:

- Scholarship Contribution
- Vendor Clean-Up
- Volunteer

25. Councilmember Demarois requested discussion items:

26. Councilmember El Ramey requested discussion items:

- Community Recognition
- Newcomer Welcome Packets
- Open House- June 26, 2019 at 6:00 p.m.

27. Councilmember Maniglia requested discussion items:

28. Councilmember Shorr requested discussion items:

- Parade Logistics (July 6)
- Town Wide Speed Limits
- Volunteer- Vetting & Sign up

ADJOURNMENT

Comment Cards: Anyone from the public wishing to address the Town Council, it is requested that you complete a Comment Card before speaking. Please fill out completely with your full name and address so that your comments can be entered correctly in the minutes and give to the Town Clerk. During the agenda item portion of the meeting, you may only address the item on the agenda being discussed at the time of your comment. During public comments, you may address any item you desire. Please remember that there is a three (3) minute time limit on all public comment. Any person who decides to appeal any decision of the Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which included testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk's Office (561-793-2418), at least 48 hours in advance to request such accommodation.



155 F Road Loxahatchee Groves, FL 33470

PRESENTATION

1. Senator Bobby Powell and State Representative Matt Willhite, Florida House Representatives representing District 86

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155 F Road Loxahatchee Groves, FL 33470

PRESENTATION

2. Palm Beach County Commissioner Melissa McKinlay

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155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Lakisha Burch, Town Clerk
VIA: James Titcomb, Town Manager
SUBJECT: Loxahatchee Groves Scholarship Awards

Background:

The Town of Loxahatchee Groves again has provided scholarships through donations to deserving Loxahatchee Groves Senior Students and Special Needs Students who have shown dedication to their education and participation in community service. Monies was donated by the Town Council members, Town Organizations, Town Residents and Vendors doing business with and in Loxahatchee Groves.

The Scholarship Fund Committee, consisting of Anita Kane, Ken Johnson and Connie Bell met to review, accept the applications of the applicants and nominate the Loxahatchee Groves Subcommittee which held the responsibility of reviewing and scoring the applications received by the Town and final decision on awards of scholarship money. It was decided that the amount of each scholarship would be \$1,000.00.

The Subcommittee consisted of Judy Blake, Principal of Education Place Private School, Julie Evans, Educator at Education Place Private School and Robert Hatcher, Principle of Western Pines Community Middle School. They independently received and reviewed the applications received by the Town, and then met at Town Hall for final discussions and awarding of the scholarships. Four students were awarded scholarships, whom the Subcommittee members had much admiration and praise for their dedication to continue their education, their community service and excellent grades.

Recommendations:

Award \$1,000.00 Scholarships to the four (4) recipients chosen by the Loxahatchee Groves Scholarship Subcommittee, who are present tonight.

**TOWN OF LOXAHATCHEE GROVES
SCHOLARSHIP FUND COMMITTEE
COLLEGE/UNIVERSITY/VOCATIONAL/TECHNICAL
SCHOLARSHIP APPLICATION
2019-2020 ACADEMIC YEAR**

Page 1 of 5

The Town of Loxahatchee Groves is offering up to seven (7) \$1,000 scholarships to graduating seniors and/or special needs students (physical or mental disabilities) residing in the Town of Loxahatchee Groves. Applications for scholarships may be made for two (2) or four (4) year accredited colleges/universities, vocational/technical schools, and/or special needs programs.

CRITERIA

1. Applications downloaded are preferred at www.loxahatcheegrovesfl.gov. Typewritten applications must follow the document's format. Any questions please call Town Clerk's Office at 561-793-2418. Only typewritten applications will be accepted. Font size 12.
2. All applications must be signed by the applicant, the principal and the guidance counselor, except for special needs applicants.
3. All completed applications must be postmarked no later than Thursday, May 9, 2019, or submitted to the Clerk's Office in Town Hall by 5:00 p.m. on Thursday, May 9, 2019.
4. No attachments, EXCEPT for proof of residency*. Any attachments will be reason for disqualification.

STUDENT'S NAME: Trevi Perez

ADDRESS: 1544 B Road, Loxahatchee Groves

E-mail Address: [REDACTED]

TELEPHONE NUMBER: [REDACTED]

HIGH SCHOOL ATTENDING: Seminole Ridge Community High

PRINCIPAL'S NAME: James Campbell

Trevi Perez 4/30/19
Applicant's signature Date

* Applicant must provide proof of residency for two (2) years in the Town of Loxahatchee Groves WITH this application.

PAGE 2 OF 5

Mail/return to: Town of Loxahatchee Groves,
Attn: Scholarship Fund Committee

**Mail/return to: Town of Loxahatchee Groves,
Attn: Scholarship Fund
Committee
155 F Road
Loxahatchee, FL
33470**

**OR by email to:
lburch@loxahatcheegrovesfl.gov**

FOR APPLICATION OF SCHOLARSHIP FOR COLLEGE, UNIVERSITY, OR VOCATIONAL/TECHNICAL SCHOOLS – PLEASE USE THE FOLLOWING: The information presented must pertain only to your high school years (9th through 12th grades). Please do not include copies of newspaper clippings, certificates, etc.

1) Please tell us about the award/achievement you received in High School of which you are most proud and why it was meaningful to you.

At my football banquet in 12th grade, I was awarded a plaque for my position as the player with the highest GPA. I'm the most proud of this award because it's a testament to my work ethic. Not only was I able to fully commit to practice six days a week, but all the while I excelled in all of the AP classes I took in high school, as well as the night classes I took while dually enrolled at Palm Beach State College

2) Please list the organizations in which you participated in High School and any leadership positions you held. Please give a specific example of a contribution you made to an organization.

- Varsity Football Team: Defensive Linebacker**
- National Honor Society: Member**
- National English Honor Society: Member**
- National Science Honor Society: Member**
- Boy's Weightlifting Team: Regionals Contestant**

3) Tell us about how you resolved a personal or academic challenge in your life. (150 words or less)

Referring back to my previous paragraph, I was not always certain of my ability to balance academics with athletics. The challenge arose in May of my 9th grade year, when high school's scheduled exam season starts. I was set to take my first AP and AICE exams, as well as practice in spring training for high school football. I found I had no time to study, spending six days a week at practice. So I decided to prioritize my academics and quit the team. I used the time set aside for football to study, and passed my exams with flying colors. When next year's spring training came, I was ready to be back on the team and prepared to keep my grades high. Since returning, I've kept a good balance between grades and sports, and finished out my senior season in football.

4) Tell us about any volunteer/civic involvement and why you do it. (i.e., Non-profit, hospital, church, shelter work, etc.)

I've participated every year in the Loxahatchee Groves Roadside Cleanup, frequently headed by Marge Herzog. I do it because I get to help clean the trash off my road as well as the town. I also did volunteer work at Wellington Regional Medical Center, as a part of an educational internship sponsored by my high school. I spent a year helping the nurses I shadowed in any way I could, all the while learning more about the work environment and the field of which I'll soon be working.

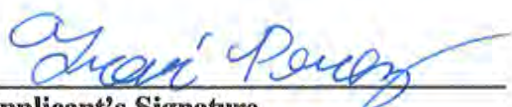
**5) State names of Colleges/Universities or
Vocational/Technical Schools accepted/enrolled in:**

**University of Florida, University of Central Florida,
Louisiana State University**

6) Current HIGH SCHOOL

GPA:

4.84 WEIGHTED 3.83 UNWEIGHTED


Applicant's Signature

Date 4/30/19


Guidance Counselor's Signature

Date 5/2/19


Principal's Signature

Date 5/8/19

Please note that scholarship checks will be made out to both recipient of award AND the institution, and all scholarship funds must be used within six (6) months of issuance. *

***Dependent on circumstances involving applicant's other scholarships.**

TOWN OF LOXAHATCHEE GROVES
SCHOLARSHIP FUND COMMITTEE
COLLEGE/UNIVERSITY/VOCATIONAL/TECHNICAL
SCHOLARSHIP APPLICATION
2019-2020 ACADEMIC YEAR

Page 1 of 5

The Town of Loxahatchee Groves is offering up to seven (7) \$1,000 scholarships to graduating seniors and/or special needs students (physical or mental disabilities) residing in the Town of Loxahatchee Groves. Applications for scholarships may be made for two (2) or four (4) year accredited colleges/universities, vocational/technical schools, and/or special needs programs.

CRITERIA

1. Applications downloaded are preferred at www.loxahatcheegrovesfl.gov. Typewritten applications must follow the document's format. Any questions please call Mary McNicholas at 561-662-1805. **Only typewritten applications will be accepted. Font size 12.**
2. All applications must be signed by the applicant, the principal and the guidance counselor, except for special needs applicants.
3. All completed applications must be postmarked no later than Thursday, May ¹⁶9, 2019, or submitted to the Clerk's Office in Town Hall by 5:00 p.m. on Thursday, May 9, 2019.
4. **No attachments, EXCEPT for proof of residency*. Any attachments will be reason for disqualification.**

STUDENT'S

NAME:

Andrea Schiola

ADDRESS:

13434 marcella blvd

E-mail

Address:

[REDACTED]

TELEPHONE

NUMBER:

[REDACTED]

HIGH

SCHOOL

ATTENDING:

Seminole Ridge High

PRINCIPAL'S

NAME:

Dr. Campbell

Applicant's signature

Date

* Applicant must provide proof of residency for two (2) years in the Town of Loxahatchee Groves WITH this application.

PAGE 2 OF 5

Mail/return to: Town of Loxahatchee Groves,
Attn: Scholarship Fund Committee
155 F Road
Loxahatchee, FL 33470

FOR APPLICATION OF SCHOLARSHIP FOR COLLEGE, UNIVERSITY, OR VOCATIONAL/TECHNICAL SCHOOLS – PLEASE USE THE FOLLOWING: The information presented must pertain only to your high school years (9th through 12th grades). Please do not include copies of newspaper clippings, certificates, etc.

1) Please tell us about the award/achievement you received in High School of which you are most proud and why it was meaningful to you.

1. Most improved in math, this is important to me because I was never good at math but in 9th grade I started to get it, and it showed I was getting better
2. Most dedicated in TV, This showed that my TV teacher believed in me and I'm very grateful for that.

2) Please list the organizations in which you participated in High School and any leadership positions you held. Please give a specific example of a contribution you made to an organization.

- Television production club (Historian)
I would help record the football games, help record anything that happened around school.
- Baton club (caption)
we would twirl at the foot ball games
- Art club

3) Tell us about how you resolved a personal or academic challenge in your life. (150 words or less)

How I resolved a personal or academic challenge in my life, Ever since I started School, I always had trouble learning, so my parents got me tested and it turned out I had a learning disability that gave me trouble in learning, I process things slowly, so it caused some difficulty learning and processing information. In elementary school I would have trouble getting the information but with the help of my parents, I got through it and ~~you~~ graduated to middle school where I worked hard, studied, and with the help of my teachers and parents I got through that as well, but in middle school something clicked and I started to get things like math, science, and reading. I moved on to high school then everything became clear, I started to help my friends with math and science and it was all because I worked ~~hard~~ hard and studied a lot. That was the challenge I went thru in life and how I resolved them.

4) Tell us about any volunteer/civic involvement and why you do it. (i.e., Non-profit, hospital, church, shelter work, etc.)

- I help every Monday with my baton teacher to teach kids learn baton.
- I helped paint the cloud nine room in big dog ranch
- I also helped at loxahatchee groves elementary

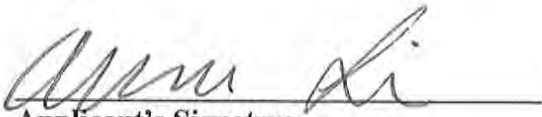
5) State names of Colleges/Universities or Vocational/Technical Schools accepted/enrolled in:

palm beach State college

6) Current HIGH SCHOOL GPA:

3.7227 WEIGHTED 3.4545 UNWEIGHTED

I attest that the information presented in this application is true to the best of my knowledge.


Applicant's Signature

Date 5/13/19


Guidance Counselor's Signature

Date 5/13/19


Principal's Signature

Date 5/13/19

Please note that scholarship checks will be made out to both recipient of award AND the institution, and all scholarship funds must be used within six (6) months of issuance. *

*Dependent on circumstances involving applicant's other scholarships.

TOWN OF LOXAHATCHEE GROVES
SCHOLARSHIP FUND COMMITTEE
COLLEGE/UNIVERSITY/VOCATIONAL/TECHNICAL
SCHOLARSHIP APPLICATION
2019-2020 ACADEMIC YEAR

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STUDENT'S

Nancy Suggett

NAME:

ADDRESS:

12845 Raymond Dr. Loxahatchee FL 33470

E-mail

[REDACTED]

Address:

TELEPHONE

[REDACTED]

NUMBER:

HIGH

Oxbridge Academy

SCHOOL

ATTENDING:

PRINCIPAL'S

Anne Kelly

NAME:

Applicant's signature

Date

* Applicant must provide proof of residency for two (2) years in the Town of Loxahatchee Groves WITH this application.

PAGE 2 OF 5

Mail/return to: Town of Loxahatchee Groves,
Attn: Scholarship Fund Committee
155 F Road
Loxahatchee, FL 33470

OR by email to: lburch@loxahatcheegrovesfl.gov

FOR APPLICATION OF SCHOLARSHIP FOR COLLEGE, UNIVERSITY, OR VOCATIONAL/TECHNICAL SCHOOLS – PLEASE USE THE FOLLOWING: The information presented must pertain only to your high school years (9th through 12th grades). Please do not include copies of newspaper clippings, certificates, etc.

1) Please tell us about the award/achievement you received in High School of which you are most proud and why it was meaningful to you.

In my junior year of High School, I was given the opportunity to create a video project about the reign of an English monarch and compete against my other classmates to be granted a spot on a two week trip to Cambridge University in England where we would learn about the difficulties that some monarchs experienced during their reign. There were fifteen spots on the trip and forty students applying. I was very unsure about applying because of how competitive the process was and I knew how smart and dedicated my fellow classmates were. Although, I was scared that I was not going to compare to my classmates, I worked as hard as possible to prove that I was doing everything to my best ability to convince the judges I should go. I worked late nights every day for two weeks on perfecting my script, making it creative, doing research, and editing my project. By the end of the two weeks I was extremely proud of the work I accomplished, and it paid off because I was able to study at Cambridge for two weeks. I am most proud of this accomplishment in High School because I didn't let the fear of striking out keep me from doing something I really wanted. I am grateful that I was able to experience a new culture, learn from Cambridge professors, and explore England.

2) Please list the organizations in which you participated in High School and any leadership positions you held. Please give a specific example of a contribution you made to an organization.

During High School I participated in: a Grassy Waters Preserve Independent Study where I was the lead researcher and mentor, I was an intern at a Government Relations Firm, a National Honors Society member, a Basic Angel Community Service organizer and participant, the social media director for Green Club, a team member on the Varsity tennis team and I was the Teen Volunteer Coordinator for two circuit court judicial campaigns. For the two judicial campaigns for circuit court judge I coordinated volunteers, assisted with public relations, gathered campaign materials and helped at campaign fundraising events to promote the candidate. Additionally, I assisted the candidate running for the 15th Circuit, Group 25, with communication and media promotions at candidate forums and campaign events.

3) Tell us about how you resolved a personal or academic challenge in your life. (150 words or less)

In 2013 I was diagnosed with abdominal migraines. The condition was severely debilitating, and I was unable to attend school, play tennis, or hang out with my friends and family. My parents and I attended numerous doctors' appointments and I had multiple testings done. For a while doctors could not figure out what was wrong with me and often said it was all in my head. Regardless of what the doctors claimed, I was determined to figure out a way to manage my migraines and live my life. After a couple of months, I learned to manage my health condition and begin to focus on living life. I had a lot of makeup work in school and I had to rebuild my stamina in tennis, but I did it. This experience allowed me to gain tenacity and grit for whatever challenges I face in my life.

4) Tell us about any volunteer/civic involvement and why you do it. (i.e., Non-profit, hospital, church, shelter work, etc.)

From a young age, my parents instilled within me the importance of giving back to my community and how it will help me become the best I can be. I can genuinely state that this has happened through my service activities, specifically, with the Basic Angel program. The program initially started in my church where families donated uniforms to the less fortunate students in Belle Glade along with other essentials during Christmas. My family had participated in the program since I was a child and I remember how happy I felt when I changed someone's life for the better. When I reached eighth grade, I recognized I could help more children by expanding the program. With permission from the founder of the program, I created posters, and flyers to advertise around various schools in my community to spread the word and gain more participants. I successfully increased volunteers and donations to the extent that schools had bins filled to the brim with uniforms in their offices. This experience allowed me to realize that I could make a difference by utilizing my passion for advertising to help others.

5) State names of Colleges/Universities or Vocational/Technical Schools accepted/enrolled in:

University of Notre Dame -enrolled
Auburn University
Florida State University
Providence College
Wake Forest University

6) Current HIGH SCHOOL GPA:

4.12

WEIGHTED

3.7

UNWEIGHTED

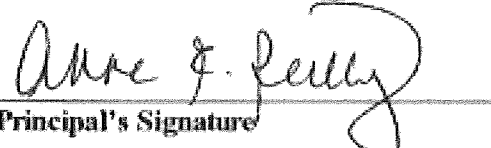
I attest that the information presented in this application is true to the best of my knowledge.


Applicant's Signature

Date 5/6/2019


Guidance Counselor's Signature

Date 5/6/2019


Principal's Signature

Date 5/6/2019

Please note that scholarship checks will be made out to both recipient of award AND the institution, and all scholarship funds must be used within six (6) months of issuance. *

*Dependent on circumstances involving applicant's other scholarships.

**TOWN OF LOXAHATCHEE GROVES
SCHOLARSHIP FUND COMMITTEE
COLLEGE/UNIVERSITY/VOCATIONAL/TECHNICAL
SCHOLARSHIP APPLICATION
2019-2020 ACADEMIC YEAR**

Page 1 of 5

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4. **No attachments, EXCEPT for proof of residency*. Any attachments will be reason for disqualification.**

STUDENT'S

NAME:

Isabelle Swank

ADDRESS:

17311 North Road Loxahatchee FL 33470

E-mail

Address:

[REDACTED]

TELEPHONE

NUMBER:

[REDACTED]

HIGH

SCHOOL

ATTENDING:

Seminole Ridge Community High School

PRINCIPAL'S

NAME:

Dr. James Campbell

Dr. Deidre Reid-Thomas Ms. Elizabeth Boutet

Applicant's signature

Date

* Applicant must provide proof of residency for two (2) years in the Town of Loxahatchee Groves WITH this application.

PAGE 2 OF 5

Mail/return to: Town of Loxahatchee Groves,
Attn: Scholarship Fund Committee
155 F Road
Loxahatchee, FL 33470

FOR APPLICATION OF SCHOLARSHIP FOR COLLEGE, UNIVERSITY, OR VOCATIONAL/TECHNICAL SCHOOLS – PLEASE USE THE FOLLOWING: The information presented must pertain only to your high school years (9th through 12th grades). Please do not include copies of newspaper clippings, certificates, etc.

1) Please tell us about the award/achievement you received in High School of which you are most proud and why it was meaningful to you.

An achievement I received in high school was being invited to join the most prestigious club in high school called the National Honor Society. Reflecting on my hard-earned grades and community involvement, the club graciously wanted me to be a member. This moment was meaningful to me because it meant my hard work and dedication put into school had been worth it. Being invited into this club made me feel like I had to strive to be a member, to make an impact, not just for myself, but for others. Hadn't been invited, I don't think I would be.

2) Please list the organizations in which you participated in High School and any who I am leadership positions you held. Please give a specific example of a contribution today.

you made to an organization.

- National Honor Society
- National English Honor Society
- Key Club
- Yearbook
- Best Buddies
- Cultural Council of Palm Beach County

Yearbook club is where I was able to generate my creative ideas and thoughts into a book that will leave a lasting impact for years to come.

3) Tell us about how you resolved a personal or academic challenge in your life. (150 words or less)

During my senior year at Seminole Ridge, I decided to further my education by tackling an offer that was introduced to me at the end of my junior year: an early admission program. Unlike dual enrollment, early admission is full time as a college student during your final year of high school. Being one who is involved in many extracurricular activities, dedication to them was a priority. With that being said, juggling both was one of the most restless decisions I have ever made. Especially with having two part-time jobs, ease was not an option for me. It was during this time that the anxiety and stress began to kick in. Getting a taste of the real world was intense and balancing it all was almost too much to handle all at once. Most times I was short of air, until one day I told myself to breathe in and out slowly. Meditation for me was an outlet. It allowed me to eliminate the stream of jumbled thoughts. Discovering this form of mindfulness has introduced me to a life with less stress, greater well-being, and enhanced productivity.

4) Tell us about any volunteer/civic involvement and why you do it. (i.e., Non-profit, hospital, church, shelter work, etc.)

I volunteer at the Seagull Academy for Independent Living to make a difference in the peoples lives who are often overlooked. Best Buddies club introduced me to this.

The cultural Council of Palm Beach County ~~Foundation~~ (Nonprofit organization) allows me to volunteer with them most summers. It a great experience and I enjoy spending my time and energy helping them out.

5) State names of Colleges/Universities or Vocational/Technical Schools accepted/enrolled in:

Florida Atlantic University Boca Raton
Palm Beach State College

6) Current HIGH SCHOOL GPA:

4.47 WEIGHTED 3.70 UNWEIGHTED

I attest that the information presented in this application is true to the best of my knowledge.

Chadler S. S. S.
Applicant's Signature

Date 5/7/19

B. Welch
Guidance Counselor's Signature

Date 5/8/19

A. C. G.
Principal's Signature

Date 5/8/19

Please note that scholarship checks will be made out to both recipient of award AND the institution, and all scholarship funds must be used within six (6) months of issuance. *

*Dependent on circumstances involving applicant's other scholarships.

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155 F Road Loxahatchee Groves, FL 33470

PRESENTATION

4. Sheriff Ric L. Bradshaw, Palm Beach County Sheriff Department

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155 F Road Loxahatchee Groves, FL 33470

Keshavarz & Associates, Inc. – Randy Wertepny

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To: Town Council, Loxahatchee Groves

Ref: Updates Only/Briefing – As of 5/28/19 for Council Meeting 6/4/19

1) APPROPRIATIONS PROJECTS:

-HB 4543/SB 2500 – Town of Loxahatchee Groves North Road Equestrian Trail \$ 47,500 matching funds (50% split) –* Funds available July 1, 2019.

Status: IN BUDGET as one of only a handful of Appropriation bills funded for Palm Beach County; Session ended 5/3/19; *waiting on Governor to sign budget.

-Working on options for road projects not included in Appropriations.

-Next Legislative Session begins January, 2020; imperative to begin process now.

2) GRANTS: Palm Beach County Transportation Planning Agency (TPA)*

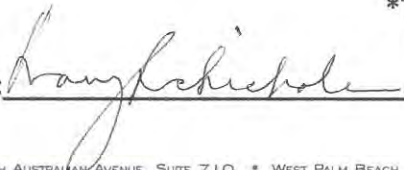
Status:

- Received Resolutions of support from Palm Beach County 4/30/19 for TPA 5/3/19 deadline;**
- Draft Inter-local Agreement with PBC for detail of responsibilities under review ; May need additional time for Council approval since TPA's approval is July, 2019;**
- On site evaluations for both requests by FDOT & TPA staff on 4/22/19; FDOT Comments were reviewed and responded to by both Simmons & White Engineer, Tricia Barr and the undersigned.**

***Transportation Alternatives (TA) – Multi-Use Trails, Submitted 3/1/19,
Construction Costs \$ 920,127.14; *Total Costs \$ 1,384,756.38**

***Local Initiatives (LI) – Okeechobee Boulevard Roundabouts -Submitted 3/1/19,
Construction Costs \$ 1,452,185.21; *Total Costs \$ 2,161,587.81
*Includes FDOT design, contingencies, etc. costs**

***Total Projects Requested \$ 3,546,344.19**

Signed: 

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May 27, 2019

To: Town Council, Loxahatchee Groves

Ref: Updates Only/Briefing – As of 5/27/19 for Council Meeting 6/4/19

1) GRANTS:

Palm Beach County Transportation Planning Agency (TPA)*

Status:

– Breakdown on Trails and Roundabouts

- Presented to two separate Powerpoint presentation to TPA for Trails and Roundabouts and delivered copies of the presentation to the committee.
- Meeting attendance: David Ricks on 3/26/19, Tanya McConnell and David Riggs two subsequent times in April, Fire station meeting in Royal Palm Beach on 4/19/19, Walkthrough with FDOT on 4/22/19
- Responded to comments and delivered revised cost estimates and figures to TPA on 5/24/19

*Transportation Alternatives (TA) – Multi-Use Trails

Total Costs Design and Construction \$ 1,480,640; *Total Grants Funds \$ 992,104

*Local Initiatives (LI) – Okeechobee Boulevard Roundabout at Folsom Road -

Total Costs Design and Construction \$ 1,804,121; *Total Grant Funds \$1,158,238

*Includes FDOT design, contingencies, etc. costs

Signed: _____

sa: x:/docs/misc/tr/barr/

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155 F Road Loxahatchee Groves, FL 33470

Municipal Technologies LLC – Steven Murray

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Town of Loxahatchee Groves

155 "F" Road • Loxahatchee Groves, Florida 33470 • Telephone (561) 793-2418 • Fax (561) 793-2420 • www.loxahatcheegrovesfl.gov

MONTHLY STATUS REPORT

Town Planning Consultant

Jim Fleischmann

A. Current Consent Agenda Items: None.

B. Current Regular Agenda Items:

1. Consideration of the PZB request to re-designate it as the Town's Local Planning Agency (LPA) **(See Attachment 1)**.
2. Appointment of two members each to the PZB and RETAG Advisory Committee.

C. Non-Agenda Items:

1. 14448 Citrus Drive: (discussed the May 7th Council meeting). Request for the assignment, by the Palm Beach County Property Appraiser, of individual Parcel Control Numbers (PCNs) to five 0.35 acre lots platted on a 1.78 acre parcel of land in 1949. The Town Council directed staff to do additional research related to determining whether or not the parcels indicated on the plat are legal lots of record. Research has been suspended until the new Town Attorney is appointed.
2. 2791 D Road Release of Unity of Title: (discussed the May 7th Council meeting). The 25 acre property has a 1998 AR District Class A Conditional Use approval (NOTE: The Town ULDC does not contain a similar type of approval) by Palm Beach County (prior to incorporation). The Town Council has determined that the only vehicle available to accommodate the request is for Town Council approval, by Category B Special Exception, amending the Condition of Approval that requires the Unity of Title followed by approval of a release of, or amendment to the Unity of Title.
3. 2681 F Road Release of Conservation Easement: (discussed the May 7th Council meeting). A Conservation Easement over a portion of the property was recorded in 1996 in response to a Condition of Approval of a Vegetation Removal Permit issued by Palm Beach County. Neither the Town, County, or Property Owner has been able to locate the original permit as of this date. Requestor proposes that the Conservation Easement be released by the Town. In 2012, the Town accepted an Assignment of Conservation Easement. As a result, either an administrative or Council decision is necessary to release the Easement.

4. ULDC Advisory Committee meeting on May 13th. Discussed final revisions to ULDC Article 87 Native Tree Preservation and Invasive Exotic Removal. The Committee discussed and approved recommendations regarding each of the six “issues” that Council raised during the First Reading approval of Ordinance 2019-03. With Town Council direction, Ordinance 2019-03 will be presented for Second Reading at the June 7th Council meeting.
(See Attachment 2).
5. RETAG Advisory Committee meeting on May 24th. Cancelled due to lack of a quorum; however, a lengthy discussion (off the record) was held with staff, attending members and Council Member Denowski on staff responses to 5 requests made at the April 24th meeting.
6. PZB meeting on May 22. Cancelled. No items to review.
7. Review of Groves Town Center Facilities Agreement. Town Consultants (Attorney, Engineering and Planner) held a conference call to discuss a draft of the Groves Town Center “Improvement Agreement”. Comments were sent to the Applicant.
8. WAWA/Chase/Aldi Clearing Permit Application. An Application was submitted for vegetation clearing of the Wawa/Chase/Aldi phase of Groves Town Center. The application is currently being reviewed by staff.

ATTACHMENT 1

Designation of the PZB as the Local Planning Agency (LPA)

A. History of Request

Florida Statutes 163.3174 *Local Planning Agency*, Section (1) requires each local government to designate a Local Planning Agency (LPA). LPA comprehensive planning responsibilities summarized from F.S. 163.3174 are as follows:

F.S. 163,3174(4): The local planning agency shall have the general responsibility for the conduct of the comprehensive planning program. Specifically, the local planning agency shall:

(a) Be the agency responsible for the preparation of the comprehensive plan or plan amendment and shall make recommendations to the governing body regarding the adoption or amendment of such plan. During the preparation of the plan or plan amendment, the local planning agency shall hold at least one public hearing, with public notice, on the proposed plan or plan amendment. The final recommendation of the adoption of such plan or plan amendment to the governing body shall be the responsibility of the local planning agency.

(b) Monitor and oversee the effectiveness and status of the comprehensive plan and recommend to the governing body such changes in the comprehensive plan as may from time to time be required.

The Town Council, by Ordinance 2011-011, designated the Planning and Zoning Board (PZB) to serve as the LPA in accordance with the requirements of F.S. 163,3174: “The Board shall make recommendations to the Town Council regarding the adoption of amendments to the plan or elements or portions thereof.”

In 2018 (Ordinance 2018-03) the Town Council designated itself as the LPA and amended Ordinance 2011-011 by rescinding the designation of the PZB as the LPA. Further, Ordinance 2018-03 continued to have the PZB hear and make recommendations on proposed zoning ordinance amendments but only upon Town Council referral of such proposals.

The Planning and Zoning Board, at its April 24th meeting requested that the Town Council reconsider its decision to designate itself as the LPA and reassign that responsibility to the PZB.

B. Analysis of PZB Request

Until recently, the PZB has provided in-depth analysis and recommendations to the Council regarding Comprehensive Plan Amendments and Zoning Map Amendments. This was an important component of the Town’s application review process. By designating itself as the LPA, a critical component of the review process has been eliminated.

From Ordinance 2018-03, it appears that the Council could refer a comprehensive Plan amendment to the PZB for review. However, this would require that an amendment proceed through the following process:

1. Appear before the LPA and be referred to the PZB for review.
2. Appear before the PZB for review.
3. Reappear before the LPA so that a final LPA recommendation to the Council could be made.
4. Appear before the Council for first reading of the ordinance.
5. Appear before the Council for second reading of the ordinance.

Adding Step 1, above, would likely add at least one month to the approval process. In addition, most development-related comprehensive plan amendments have included combined future land use map, zoning map and site plan approval applications. The simultaneous review of these applications streamlines the review process to the extent possible. Separating the applications, based upon which Town body is responsible for a review, can be confusing and time consuming.

In addition, the thorough nature of a review process, including ample opportunities for public input, that includes the PZB as the LPA insures that all issues related to a particular proposal will be thoroughly vetted.

C. Request Council Direction

Staff requests direction from the Town Council to either: (1) maintain the current situation of Council as the LPA; (2) draft an ordinance reappointing the PZB as LPA; or (3) some other course of action.

ATTACHMENT 2

ULDC Committee responses to Town Council Review of ULDC Article 87

The Town Council considered first reading of the Article 87 (Ordinance 2019-03) rewrite at its February 5th meeting. Although complementary of the ULDC Advisory Committee efforts, several issues were raised by the Council. Following a lengthy discussion, the Council voted to approve Ordinance 2019-03 on first reading subject to ULDC Advisory Committee responses to the issues prior to consideration of second reading.

The ULDC Committee, at its April 24th meeting, reviewed and prepared responses to each of six Article 87 issues that were discussed by the Town Council at the February 5th meeting. A summary of the issues along with proposed ULDC Advisory Committee responses are presented in the following summary.

The following editing features are utilized in the ULDC Advisory committee response:

1. The issues raised by the Council are highlighted in **yellow**.
2. Proposed additions to revised Article 87 text are underlined.
3. Proposed deletions of revised Article 87 text are ~~struckthrough~~.

Staff proposes to put Ordinance 2019-03 on the Council Agenda on July 11th meeting for consideration of approval on second reading.

Issue 1. Are invasive species required to be removed and does removal require a permit?

Summary and ULDC Recommendation: (1) Removal of exotics within certain land uses (i.e. residential and agricultural) are voluntary and do not require a permit; and (2) removal of exotics in nonresidential/nonagricultural developments require the removal of exotics. (Recommendations are additions to, or ~~deletions of~~ current proposed Article 87 language).

1. Section 87-005 (A) *Purpose* Subsection (5) Requiring the removal of invasive, non-native or prohibited invasive non-native vegetation ~~plants~~ prior to occupancy or use of a nonresidential/nonagricultural parcel.

2. Section 87-020 *Exempt Activities*. Subsection (N) *Removal of Invasive Non-Native and Prohibited Invasive Non-Native Vegetation and Dead Trees*. Trees included on the lists of Invasive Non-Native and Prohibited Invasive Non-Native Trees-Vegetation maintained by the Town.

3. Section 87-035 *Tree Protection Standards*. Subsection (C) *Land Clearing Standards* (3) Development projects shall be designed to maximize removals from areas dominated by prohibited invasive non-native and invasive non-native vegetation.

4. Section 87-035 *Tree Protection Standards*. Subsection (F) *Removal of Prohibited Invasive, Non-Native and Invasive Non-Native Vegetation Plants*. All prohibited invasive, non-native and invasive non-native vegetation ~~plant species~~ on the lists maintained by the Town shall be removed from the site of a nonresidential/nonagricultural land use prior to issuance of a certificate of occupancy.

Issue 2. How is the issue of vegetation near a powerline addressed in Article 87?

Summary and ULDC Recommendation: The issue of vegetation near a powerline is addressed in the following sections of Article 87. The ULDC Committee recommended that no new or replacement tree planting be allowed under power lines. (Recommendations are additions to, or ~~deletions of~~ current proposed Article 87 language):

1. Section 87-020 Exempt Activities. Subsection (B) *Utilities and Easements*. Any ~~alteration to design specification,~~ vegetation removal pursuant to the direction of the Town of Loxahatchee Groves, public or private utility organizations or agencies, ~~water control district,~~ or water management district within drainage or utility easements where such ~~activity~~ direction has received all required ~~construction and/or operating permits~~ or approvals.

2. Add Subsection 87-035 (D) (2) (i) New or replacement trees shall not be located within a road or canal right-of-way or utility or drainage easement.
In addition, the ULDC Advisory Committee recommended that Town Ordinance 2017-21 *Nuisance Abatement Procedures* be amended to include the prohibition of new tree planting under powerlines. References to Florida Statutes 163.3209 *Electric Transmission and Distribution line Right-of-Way Maintenance* and FPL "Right Tree Right Place" guidelines should be included, as well.

Issue 3: The loss of tree canopy by clearing for agricultural uses prior to actually becoming an agriculture use. Specifically, should a change in agriculture use be required to mitigate and should the non-refundable cash contributions be increased?

Summary and ULDC Recommendation: The issue of clearing for a future agriculture use is addressed in Section 87-035 *Tree Protection Standards*. Subsection (D) *Mitigation* (4) *Agricultural Mitigation*, and Section 87-040 *Specimen Trees* Subsection (D) *Agricultural Requirements*. The ULDC Advisory Committee recommended that the requirement for maintaining an agriculture use for 5-years be deleted and the percentages of the initial non-refundable cash contribution permanently retained by the Town be increased. (Recommendations are additions to, or ~~deletions of~~ current proposed Article 87 language):

1. Section 87-035 (D) (4) *Agricultural Mitigation*. The Town shall provide for a parcel to be cleared for a proposed agriculture use consistent with state requirements without concurrent complete mitigation. Further, the cost to comply with the requirement to quantify the complete tree mitigation specification or a tree survey may be a deterrent to agriculture in some cases. In such case, an alternative tree survey and mitigation specification may be approved by the Town.

In combination with a mitigation specification, including the cost to mitigate, the Town shall require that the parcel owner:

(a) File a Tree Removal Permit Affidavit with the Town and record a Declaration of Restrictive Covenant on Town approved forms with the Palm Beach County Clerk of Courts limiting the parcel to agriculture use ~~for a period of five years, and~~ or requiring the parcel owner to make a cash donation to the Loxahatchee Groves Tree Mitigation Trust Fund, or to mitigate in accordance with the Tree Replacement Table at the time of a change to a non-agricultural use. ~~if such change in use is made within five years of the execution of the Declaration of~~

~~Restrictive Covenant by the property owner.~~ The Tree Removal Permit Affidavit shall include language quantifying the complete tree mitigation specifications, including costs, required at the time of conversion. Any restrictions presently in place by county or state must be included.

(b) Make an initial non-refundable cash contribution to the Loxahatchee Groves Tree Mitigation Trust Fund according to the following schedule to be included in the tree mitigation specifications: For parcels 5 acres or less – 2% of the mitigation costs; for parcels of 5.01 to 20 ~~10~~ acres – 5% of the tree mitigation costs; for parcels of ~~20.01~~ 10.01 to 20 acres – 7.5% of the mitigation costs; and for parcels of 20.01 acres and more – ~~10%~~ 12.5% of the tree mitigation costs.

Issue 4: Revisit the minimum size of tree that needs to be mitigated. Is a 2 inch DBA too small? For example, when clearing Brazilian Pepper trees small native trees will also be removed. Property owners should not be penalized for removing smaller natives.

Summary and ULDC Recommendation: A two-inch DBA is referenced in the following sections of Article 87. The ULDC Committee recommended that the minimum size be increased to four inches. (Recommendations are additions to, or ~~deletions of~~ current proposed Article 87 language).

1. Section 87-025. *Agricultural Residential (AR) Zoning District Tree Removal Waivers*. Subsection (B) No healthy native trees that have ~~two~~ four inches DBH or greater are to be removed or damaged unless exempted under Section 87-020 or permitted under Section 87-030 Tree Removal Permits or a Tree Removal Waiver.

(2) An application shall not be deemed complete until the application fee and all information necessary to understand the extent, nature and potential impacts of a proposed project are received by the Town. Application information may include, but is not limited to:

d. Identification of the type, size and location of native trees that are ~~two~~ four inches DBH and greater to be removed with representative color photographs.

3. Section 87-035 - *Tree Protection Standards*. Subsection (D) Mitigation.

(1) Mitigation. Mitigation, through tree replacement as specified under this section, shall be required for the removal of native trees that are ~~two~~ four inch DBH or greater.

4. Section 87-035 (D) (2) Tree Replacement Table

Canopy Tree Height and DBH	# of Replacement Trees Required
24 ft. up with a 6 inch or greater DBH	1 at same size, or two at 18 feet to 20 feet in height
16 feet to less than 24 ft. with a 4 inch to 6 inch DBH	1 at 18 feet to 20 feet in height, with a 4 inch to 6 inch DBH
12 feet to less than 16 feet, with a 2-inch to 4 inch DBH	1 at 12 to 16 feet in height, with a 2-inch to 4 inch DBH
Less than 12 ft. <u>to 16 ft.</u> , with less than 4 inch DBH	0

5. Section 87-035 - *Tree Protection Standards*. Subsection (D) *Mitigation*

(6) *Mitigation for violations*. When native trees that are ~~two~~ four inches DBH or greater are removed or are damaged without a permit, or when trees that were to be preserved in place are damaged or destroyed by activities conducted with a permit, those native trees shall be replaced at double the rate shown in the Tree Replacement Table, according to a tree restoration plan approved by the Town, and may be subject to additional fines at the discretion of the Town Council.

Issue 5: Are violations too punitive and difficult to monitor and enforce?

Summary and ULDC Recommendation: The issue of enforcement is addressed in the following sections of Section 87-055 *Enforcement*. The ULDC Committee recommended that a violation be changed from a “per tree” basis to a “square footage of removal area “ basis. (Recommendations are additions to, or ~~deletions of~~ current proposed Article 87 language):

1. Subsection (B) *Violations*. It shall be a violation of this section to remove ~~any native trees~~ without first obtaining a tree removal permit or tree removal waiver from the Town unless expressly exempt under the provisions of Sections 87-020 or 87-035 (C) (8).

(1) ~~The removal of any tree, in violation of this section, shall constitute a separate violation.~~ Removal of up to 1,500 sq. ft. of native tree land area shall constitute a violation. Each day a violation exists for such unlawful removal shall constitute a separate violation.

(2) Removal of each additional tree in 1,500 sq. ft., or portion thereof, of native tree land area in violation of this section shall constitute a ~~an additional and~~ separate violation. Each day a violation exists for such unlawful removal shall constitute a separate violation.

2. Subsection (C) *Penalties*. In addition to code enforcement and fines imposed through the process, the following may be applied to any violations of this Article.

(1) Native Trees.

(a) Replacement. The violator shall be required to mitigate for the removed tree(s) pursuant to the provisions of Section 87-035 above. A tree restoration plan shall be submitted to the Town for review and approval. Once approved, the violator shall post a bond, letter of credit, or cash equivalent in an amount equivalent to the costs for implementing the tree restoration plan.

(b) Mitigation per Section 87-035 (C) (6) shall be required.

(c) Suspension of Review. If a tree restoration plan for unlawfully removed native trees is not approved and bonded within thirty (30) days following notice of violation, the Town may suspend issuance of further permits for the property (including building permits, inspections, and Business Tax Receipts).

(d) Liens. If, after sixty (60) days of the notice of violation a tree restoration plan has not been approved and bonded, the Town may place a lien on the property in an amount equal to the sum of any unpaid fines and the reasonable costs for replacing and installing the unlawfully removed tree(s) on public property.

~~(2) Specimen Trees. The amount of the fines assessed in each Specimen Tree case shall be the maximum permitted by law.~~

Issue 6: Should the clearing distance waiver for installation of a fence be increased?

Summary and ULDC Recommendation: A waiver for removal of trees to install a fence is addressed in Section 87-015 *Agricultural Residential (AR) Zoning District Tree Removal Waivers* Subsection (A) (1). The ULDC Committee recommended that the waiver for a clearing distance for a fence be increased from 5 to 10 feet. (Recommendations are additions to, or ~~deletions of~~ current proposed Article 87 language):

(1) The minimal removal of native trees or understory necessary to install a fence, provided that the path cleared for the fence does not exceed ~~five~~ ten feet in width, ~~with an additional five feet, not to exceed a total of ten feet, width permitted in cases where a total of five feet is not physically possible, as determined by Town staff.~~

Request Council Direction

Staff requests direction from the Town Council to either: (1) place Ordinance 2019-03 on the July Agenda for Second Reading; or (2) include additional revisions.

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TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2019-38

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AN AGREEMENT FOR INTERIM TOWN ATTORNEY LEGAL SERVICES BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND TORCIVIA, DONLON, GODDEAU & ANSAY, P.A.; NAMING TORCIVIA, DONLON, GODDEAU & ANSAY, P.A. AS THE DESIGNATED TOWN ATTORNEY FOR THE FIRM; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to approve an Agreement for Interim Town Attorney Legal Services with Torcivia, Donlon, Goddeau & Ansay, P.A, and to name Brian Shutt as the Designated Town Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council of the Town of Loxahatchee Groves approves the Agreement for Interim Town Attorney Legal Services between the Town of Loxahatchee Groves and Torcivia, Donlon, Goddeau & Ansay, P. A., attached hereto and incorporated herein as Exhibit "A", and authorizes the appropriate Town Officials to execute same. Brian Shutt is the designated Town Attorney.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing Resolution. Council Member _____ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
DAVE DEMAROIS, VICE MAYOR	☐	☐	☐
LAURA DANOWSKI, COUNCIL MEMBER	☐	☐	☐
LISA EL-RAMEY, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____ 2019.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Dave Demarois

APPROVED AS T LEGAL FORM:

Council Member Laura Danowski

Town Attorney

Council Member Lisa El-Ramey

Council Member Phillis Maniglia

EXHIBIT “A”

**AGREEMENT FOR INTERIM TOWN ATTORNEY LEGAL SERVICES BETWEEN
THE TOWN OF LOXAHATCHEE GROVES AND TORCIVIA, DONLON, GODDEAU
& ANSAY, P.A.**

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT (“Agreement”) is entered on _____ day of _____, 2019, by and between the **TOWN OF LOXAHATCHEE GROVES**, a Florida municipal corporation (“Town”) and **TORCIVIA, DONLON, GODDEAU & ANSAY, P.A.**, a corporation authorized to do business in the State of Florida (“Firm”).

RECITALS

WHEREAS, the Town issued a Request for Letters of Interest from qualified firms to provide interim municipal legal services to the Town;

WHEREAS, the Firm submitted a Letter of Interest to the Town, which the Town Council desires to accept;

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of legal services by the Firm to the Town.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Town and the Firm agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: FIRM’S SERVICES. As more specifically set forth in the Town’s Request for Letters of Interest’s scope of services, the Firm shall be the Town Attorney and shall provide the Town with general municipal legal services and such other matters of a non-routine legal nature requiring substantial time and effort, subject to prior authorization by a majority of the Town Council or Town Manager.

SECTION 3: TERM AND TERMINATION.

a. Term. The term of this Agreement shall commence upon the approval of this Agreement by the Town Council and shall continue until September 30, 2019, unless extended by the Town Council or until this Agreement is terminated as stated herein.

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

c. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Town is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Town of funds sufficient to pay the costs associated herewith in any fiscal year of the Town. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Town’s governing board in any fiscal year to pay the costs associated with the Town’s obligations under this Agreement, or in the event the funds budgeted or

appropriated are, or are estimated by the Town to be, insufficient to pay the costs associated with the Town's obligations hereunder in any fiscal period, then the Town will notify Firm of such occurrence and either the Town or Firm may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Town of any kind whatsoever; however, Town shall pay Firm for all services performed under this Agreement through the date of termination.

SECTION 4: COMPENSATION.

a. Compensation. The Town agrees to compensate the Firm at the rate of \$205.00 per hour for services performed by the Firm's attorneys and \$95.00 per hour for the Firm's legal assistances preparation of documents or other services which exceed thirty (30) minutes of time.

b. Reimbursements. The Town will reimburse the Firm for any out-of-pocket expenses, including, but not limited to, filing fees, long distance telephone charges, postage charges, courier fees, outside printing, photocopying, court reporting and transcription fees. Payment for some of these fees is outlined more specifically below.

- i. In-house photocopying will be paid at the rate of twenty-five cents (.25) per page (with each invoice specifying the number of copies for which reimbursement is sought).
- ii. The Town will not pay for local facsimile transmissions.
- iii. Long distance telephone calls must state the number of calls, date, length of call, and per minute cost.
- iv. Any travel, per diem, mileage (IRS rate), or meal expenses, which may be reimbursable, must be approved in advance (orally) and will be paid in accordance with the rates and conditions set forth in section 112.061, Florida Statutes.
- v. The Town does not pay for local travel (Palm Beach County), including, but not limited to, attorney's time for such local travel and/or reimbursement for meals.
- vi. For all disbursements, the Town requires copies of paid receipts, invoices, or other documentation acceptable to the Town of Lake Worth Finance Department. Such documentation must be sufficient to establish that the expense was actually incurred and necessary in the performance of legal services provided.
- vii. The Town will not be responsible for the cost of any computerized legal research service that the Firm receives on a fixed or "flat fee" basis. For payment of computerized research on a "per minute" basis, the Town requires copies of transaction reports indicating the total time for each research session, the charge per minute, and a brief description of the issues researched. Any extensive research project (research in excess of three hours whether said research is performed during one session or over several sessions or which is likely to exceed \$300) must be discussed with and approved in advance. Since assignments are made to firms which have been selected for their expertise areas of law, the Town will not pay for research that is routine in nature. The Town will pay only for updating and Shepardizing existing research and/or fact specific research.

c. Invoices. The Firm shall render monthly invoices to the Town for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the services performed and the time spent on such work. All reimbursable expenses shall also be clearly identified on

the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the Town's receipt of the Firm's invoice.

SECTION 5: INDEMNIFICATION. The Firm, its officers, employees and agents shall indemnify and hold harmless the Town, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, of the Firm, its officers, directors, employees, representatives and agents employed or utilized by the Firm in the performance of the services under this Agreement. The Town agrees to be responsible for its own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Firm, nor shall this Agreement be construed as a waiver of sovereign immunity for the Town beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 6: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 7: PERSONNEL. The Firm represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All the services required hereunder shall be performed by the Firm or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state and local law to perform such services.

SECTION 8: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Firm will act hereunder as an independent contractor and none of the Firm's, officers, directors, employees, independent contractors, representatives or agents performing services for Firm pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Firm is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 9: FEDERAL AND STATE TAX. The Town is exempt from payment of Florida State Sales and Use Tax. The Firm is not authorized to use the Town's Tax Exemption Number.

SECTION 10: INSURANCE. Prior to commencing any services, the Firm shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Firm. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Firm, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The certificates shall clearly indicate that the Firm has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Firm of its liability and obligations under this Agreement.

SECTION 11: SUCCESSORS AND ASSIGNS. The Town and the Firm each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 12: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 13: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 14: ACCESS AND AUDITS. The Firm shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town shall have access to such books, records, and documents as required in this section for inspection or audit during normal business hours, at the Firm's place of business. In no circumstances will Firm be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 15: NONDISCRIMINATION. The Firm warrants and represents that all its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 16: AUTHORITY TO PRACTICE. The Firm hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 17: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 18: PUBLIC ENTITY CRIMES. Firm acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Firm will advise the Town immediately if it becomes aware of any violation of this statute.

SECTION 19: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to:

Town of Loxahatchee Groves
Attn: Town Manager
155 F Road
Loxahatchee Groves, FL 33470

and if sent to the Firm, shall be sent to:

Torcivia, Donlon, Goddeau & Ansay, P.A.
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 20: ENTIRETY OF AGREEMENT. The Town and the Firm agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 21: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 22: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 23: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Firm fails to comply with any of the provisions contained in this Agreement or exhibits,

amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to the Firm to terminate for cause.

SECTION 24: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Town. The Effective Date is the date this Agreement is executed by the Town.

SECTION 25: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 26: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 27: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the FIRM acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The FIRM has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 28: PUBLIC RECORDS. The Firm shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Firm does not transfer the records to the Town.
- d. Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the Firm or keep and maintain public records required by the Town to perform the service. If the Firm transfers all public records to the Town upon completion of the Agreement, the Firm shall destroy any duplicate public records that are exempt or confidential or exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the Agreement, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE TOWN OF LOXAHATCHEE GROVES, ATTN: TOWN CLERK, AT (561) 793-2418, LBURCH@LOXAHATCHEEGROVESFL.GOV, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.

SECTION 29: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 30: SCRUTINIZED COMPANIES.

a. The Firm certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Agreement at its sole option if the Firm or any of its subcontractors are found to have submitted a false certification; or if the Firm or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

b. If this Agreement is for one million dollars or more, the Firm certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Town may immediately terminate this Agreement at its sole option if the Firm, or any of its subcontractors are found to have submitted a false certification; or if the Firm or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

c. The Firm agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

d. The Firm agrees that the certifications in this section shall be effective and relied upon by the Town for the term of this Agreement, including any and all renewals.

e. The Firm agrees that if it or any of its subcontractors' status changes regarding any certification herein, the Firm shall immediately notify the Town of the same.

f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

IN WITNESS WHEREOF, the parties hereto have made and executed this Legal Services Agreement as of the day and year set forth above.

TOWN OF LOXAHATCHEEE GROVES

By: _____
Robert Schorr, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Lakisha Q. Burch, Town Clerk

Town Attorney

TORCIVIA, DONLON, GODDEAU & ANSAY, P.A.

[Corporate Seal]

By: _____
Glen J. Torcivia, Esq.

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**TOWN OF LOXAHATCHEE GROVES
TOWN COUNCIL MINUTES OF COUNCIL WORKSHOP MEETING
MAY 7, 2019
6:00 P.M.**

CALL TO ORDER

Mayor Robert Shorr called the meeting to order at 6:09 p.m.

ROLL CALL

Mayor Robert Shorr, Vice Mayor David DeMarios, Councilmembers Laura Danowski, Lisa El-Ramey and Phillis Maniglia, Town Manager James Titcomb, Town Attorney Michael D. Circullo, Jr. and Town Clerk Lakisha Burch.

DISCUSSION

1. Waste Pro USA

Christopher Schulle, Division Manager of Waste Pro USA, Inc. Palm Beach addressed the Council regarding garbage and recycle issues. There was discussion among the Council and Mr. Schulle such as invoicing, explanation of franchise fees, gross revenue and identifying community piles.

2. Resident Discussion

There were public comments by the following:

Aileen Banky- code enforcement

Paul Coleman- trash, manure and other concerns

Roxanne Coleman- code enforcement, FEMA and garbage

Nancy Fried- current Code Enforcement Officer, signage , garbage cans (refund), Facebook page and Community Tax Sale & Crafter

Ron Jarriel- revenue, hiring (2) operators

Anita Kane- fast track systems(education), debris, thanked Council for stop sign on F Road

Virginia Standish- road rock, FPL (wires in right easement) AT&T, trash can not being picked up, FEMA (taken advantage of FEMA)

Ralph Tefano- under staffing at the Water District

ADJOURNMENT

There being no further business the meeting was adjourned at 7:05 p.m.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor

Town Clerk

Vice Mayor

Councilmember

APPROVED AS TO LEGAL FORM:

Councilmember

Town Attorney

Councilmember

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

TOWN OF LOXAHATCHEE GROVES
155 F Road
Loxahatchee Groves FL 33470

Attn: Jamie Titcomb, Town Manager

ACCOUNT NO:
STATEMENT NO:

Page: 1
05/24/2019
1574-0702400
25649

(MDC)

General Matters

			HOURS
04/30/2019	MDC	Review e-mails, status of agenda items for 5/7 meeting.	0.30
05/03/2019	MDC	Telephone call with JT re: agenda materials for 5/7 Council Meeting; telephone call with JF on pending zoning matters.	0.40
05/05/2019	MDC	Review agenda materials for 5/7 meeting.	0.30
05/06/2019	MDC	Review materials for 5/7 Council Meeting.	0.50
05/07/2019	MDC	Review materials, prepare for, and attend Council meeting.	6.50
05/08/2019	MDC	Prepare for and attend the continuation of the Town Council Meeting.	5.30
05/09/2019	MDC	Miscellaneous follow-up on 5/7 and 5/8 meetings; review related e-mails, begin review of Town Attorney RLI.	1.10
05/10/2019	SMS	draft memo on drainage easements	0.80
	MDC	Review and revise RLI for Town Attorney; telephone call with FR; review status of solid waste collection items; begin review of SWA documents per FR, JT.	2.30
05/13/2019	MDC	Review e-mails on procurement; review materials on solid waste collection per FR.	0.80
05/14/2019	SMS	review drainage easement project materials and draft transition memo to newly appointed attorney	0.70
	MDC	Review materials on solid waste collection; review Civic Plus documents; telephone call with JT re: status of management transition.	2.00
05/15/2019	MDC	Review SWA documents on solid waste; miscellaneous phone call with JT, FR on pending items; begin review of 6/4 Agenda items.	2.80
05/16/2019	MDC	Review SWA materials (Ashbritt, Bergeron, Phillips, Witt); telephone call with FR; begin preparing resolutions and letter agreements; review inquiries on banking agreements.	1.30
05/17/2019	MDC	Review SWA contracts, prepare and revise resolutions and letter agreements, (Emergency Debris: Bergeron, Phillips, Ashbritt; Emergency Monitoring: Thompson); review Wells Fargo Banking Agreement, provide comments to Town Staff.	1.80

General Matters

			HOURS	
05/20/2019	MDC	Review revised CivicPlus Agreement documents, provide response and comments to Town; continue preparing Emergency Debris Services Agreements, (Bergeron, Phillips, Ashbritt, Thompson), forward to Town; review e-mails on pending items for 6/4 meeting.	1.80	
05/21/2019	MDC	Telephone call with FR re: 5/28 Special Meeting, status of Agenda items for 6/4 meeting.	0.40	
05/22/2019	MDC	Review status of 5/28 agenda; review revised CivicPlus documents, provide comments to Town; telephone call with FR on F Rd paving inquiry and agendas.	1.00	
05/23/2019	MDC	Review asphalt work agreement documents; review draft trails grant ILA, provide comments to Town.	1.10	
		FOR CURRENT SERVICES RENDERED	31.20	6,396.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO	29.70	\$205.00	\$6,088.50
SEAN M. SWARTZ	1.50	205.00	307.50

Color photocopies	0.35
Photocopies	144.90
TOTAL EXPENSES THRU 05/23/2019	145.25
TOTAL CURRENT WORK	6,541.25
BALANCE DUE	<u>\$6,541.25</u>

GOREN, CHEROF, DOODY & EZROL, P.A.

Attorneys at Law

3099 East Commercial Boulevard

Suite 200

Fort Lauderdale, Florida 33308

Telephone (954) 771-4500

TOWN OF LOXAHATCHEE GROVES

155 F Road

Loxahatchee Groves FL 33470

Attn: Jamie Titcomb, Town Manager

Page: 1

05/24/2019

ACCOUNT NO: 1574-1009270
STATEMENT NO: 25650

Code Enforcement Matters

			HOURS	
05/02/2019	BJS	Telephone call with Barry Trombley re: Shooting Ranges, review of mitigation issues	0.30	
05/20/2019	MDC	Review correspondence, telephone call with attorney for Seth Brier.	0.30	
		FOR CURRENT SERVICES RENDERED	0.60	123.00

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO	0.30	\$205.00	\$61.50
BRIAN J. SHERMAN	0.30	205.00	61.50

TOTAL CURRENT WORK

123.00

BALANCE DUE

\$123.00

MMC

GOREN, CHEROF, DOODY & EZROL, P.A.
Attorneys at Law
3099 East Commercial Boulevard
Suite 200
Fort Lauderdale, Florida 33308
Telephone (954) 771-4500

TOWN OF LOXAHATCHEE GROVES
155 F Road
Loxahatchee Groves FL 33470

Attn: Jamie Titcomb, Town Manager

Page: 1
05/24/2019
ACCOUNT NO: 1574-1107623
STATEMENT NO: 25652

Brightworks PUD Application (Wawa/Aldi/Chase)

			HOURS	
04/29/2019	MDC	Review e-mails, status of plat.	0.20	
05/08/2019	MDC	Review revised Easement, coordinate final document to Clerk.	0.30	
05/10/2019	MDC	Telephone call with Matt Barnes re: Improvement Agreement, review status of revised legal description (scrivener's errors).	0.40	
05/16/2019	MDC	Begin review of Improvement Agreement.	0.50	
05/17/2019	MDC	Review Improvement Agreement, e-mail Town working group for review status.	0.30	
05/22/2019	MDC	Telephone call with JF, RW on Improvement Agreement; provide comments on Improvement Agreement to JF, RW.	0.90	
		FOR CURRENT SERVICES RENDERED	2.60	533.00

	RECAPITULATION			
<u>TIMEKEEPER</u>		<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO		2.60	\$205.00	\$533.00

Photocopies	15.40
TOTAL EXPENSES THRU 05/23/2019	15.40
TOTAL CURRENT WORK	548.40
BALANCE DUE	\$548.40

(Handwritten signature: MDC)

RESOLUTION 2019-31

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING A SCHEDULE FOR THE REGULAR TOWN COUNCIL MEETING DATES FOR FISCAL YEAR 2018-2019; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Resolution No. 2018-73 set forth a schedule for the regular Town Council Meeting dates for Fiscal Year 2018-2019; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves, Florida, desires to adopt and adjusted schedule for Town Council Meetings; and

WHEREAS, finds it in the best interest of the Town to confirm a uniform meeting calendar for conduct of business and public participation at Town meetings; and

WHEREAS, the identified amended Calendar Schedule for all regular Town Council Meetings for the period beginning June 4, 2019, is hereby presented.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL, OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AS FOLLOWS:

Section 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby adopts Resolution No. 2019-31 and amends the Town Council Meeting Schedule for Fiscal Year 2018/2019, beginning June 4, 2019, as set forth in Exhibit “A” attached hereto.

Section 3. The Town Council may from time to time, by motion, add, modify, change, and delete meetings from the attached Meeting Schedule as necessary to conduct the business of the Town of Loxahatchee Groves.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall become effective upon adoption.

Councilmember _____ offered the foregoing resolution.

Councilmember _____ seconded the motion, and upon being put to vote was as

follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Robert Shorr, MAYOR	☐	☐	☐
Dave DeMarios, VICE MAYOR	☐	☐	☐
Laura Danowski, COUNCIL MEMBER	☐	☐	☐
Lisa El-Ramey, COUNCIL MEMBER	☐	☐	☐
Phillis Maniglia, COUNCIL MEMBER	☐	☐	☐

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES,
FLORIDA, THIS __DAY OF _____ 2019.**

**TOWN OF LOXAHATCHEE GROVES
FLORIDA**

ATTEST:

Mayor

Town Clerk

Vice Mayor

APPROVED AS TO LEGAL FORM:

Council Member

Council Member

Office of the Town Attorney

Council Member

COUNCIL MEETING SCHEDULE 2019 – 2020

EXHIBIT “A”

69

June 2019						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

June 4th TC Meeting
June 18th TC Workshop Meeting

July 2019						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

July 16th TC Meeting –Budget
July 23rd TC Workshop/Budget Meeting

August 2019						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 6th TC Meeting
August 20th TC Workshop Meeting

September 2019						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Sept. 5th TC Meeting Tentative Budget Hearing
Sept. 19th TC Meeting Final Tax Levy/Budget Hearing

October 2019						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

October 1st TC Meeting
October 15th TC Workshop Meeting

November 2019						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

November 5th TC Meeting
November 19th TC Workshop Meeting
November 28th & 29th Thanksgiving

December 2019						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

December 3rd TC Meeting
December 17th TC Workshop Meeting
December 24th & 25th Christmas

January 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 1st New Years
January 7th TC Meeting
January 21st TC Workshop Meeting

February 2020						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

February 4th TC Meeting
February 18th TC Workshop Meeting

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155 F Road Loxahatchee Groves, FL 33470

TO: Mayor and Councilmembers

FROM: James Titcomb, Town Manager

VIA: Francine Ramaglia, Assistant Town Manager

SUBJECT: Resolution No. 2019-32 Approving Agreement for Disaster Debris Management and Support Services with Thompson Consulting Services, LLC through their Agreement with the Solid Waste Authority of Palm Beach County

Background:

As we enter hurricane season, the Town needs a vendor to assist with the administrative process and documentation involving debris removal services performed by the debris removal contractors following a disaster/storm event to ensure the Town remains eligible to receive federal funding reimbursement following a federally declared disaster event.

To perform these services, staff recommends the Town use or piggyback on Palm Beach County Solid Waste Authority's (SWA) contract awarded through a competitive bid process: *Request for Proposal for Disaster Debris Management and Support Services (RFP NO. 17-205/SLB)*. The Town's Purchasing Code, Section 2-C.(2)(e), allows for the utilization other government agencies' contracts provided that the same or substantially similar goods and/or services were competitively solicited; that the contract permits such and the awarding jurisdiction and/or contractor agree to allow the Town to purchase therefrom; and that the price is equal or lower than that awarded by the other government.

The selected vendor, Thompson Consulting Services LLC, entered into a 5-year contract with the Solid Waste Authority and meets the federal procurement standards to ensure FEMA compliance to maximize eligible Hurricane-related expense reimbursement for the Town. If approved, agreement between the Town and Thompson mirrors all terms, conditions and pricing included in the SWA's contract which is set to expire on May 7, 2022.

Attached are the following documents:

- Resolution No. 2019-32
- Letter Agreement dated June 4, 2019 with Thompson Consulting Services LLC (Town Clerk has signed copy on Town letterhead)
- Approved Solid Waste Authority Contract with Thompson Consulting Services LLC

John Archambo with the Solid Waste Authority will attend the meeting and can address questions, if any.

Recommendations: Staff recommends adoption of Resolution No. 2019-32 Approving Agreement for Disaster Debris Management and Support Services with Thompson Consulting Services, LLC through their Agreement with the Solid Waste Authority of Palm Beach County.

RESOLUTION NO. 2019-32

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND THOMPSON CONSULTING SERVICES, LLC, FOR DISASTER DEBRIS MANAGEMENT AND SUPPORT SERVICES THROUGH ITS AGREEMENT WITH THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY FOR DISASTER DEBRIS MANAGEMENT AND SUPPORT SERVICES; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town is required to enter into an agreement for services for disaster debris management and support services; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has certain procurement contracting requirements for the removal and disposal of such debris which the Town must abide by; and

WHEREAS, the Solid Waste Authority of Palm Beach County conducted a procurement of services and entered into an agreement with several qualified contractors, including Thompson Consulting Services, LLC, for disaster debris management and support services; and

WHEREAS, the Solid Waste Authority of Palm Beach County has given the Town authority to piggyback under its Agreement No. 17-205 with Thompson Consulting Services, LLC; and

WHEREAS, the Town Manager recommends entering into an agreement with Thompson Consulting Services, LLC, for disaster debris management and support services due to its knowledge of the Town and its roads; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to enter into said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Mayor and the Town Manager to enter into an agreement with Thompson Consulting Services, LLC, through the Agreement No. 17-205 and the Addendum Letter to Agreement 17-205, Loxahatchee Groves, with Thompson Consulting Services, LLC, both of which are attached hereto and incorporated herein as **Exhibit “A”**, and authorizes the Mayor and the Town Manager to execute same.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing Resolution. Council Member _____ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
DAVE DEMAROIS, VICE MAYOR	☐	☐	☐
LAURA DANOWSKI, COUNCIL MEMBER	☐	☐	☐
LISA EL-RAMEY, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS ____ DAY OF _____ 2019.**

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Dave Demarois

APPROVED AS T LEGAL FORM:

Council Member Laura Danowski

Town Attorney

Council Member Lisa El-Ramey

Council Member Phillis Maniglia

EXHIBIT “A”

**Agreement No. 17-205 between Solid Waste Authority of Palm Beach County
and
Thompson Consulting Services, LLC**

and

**Addendum Letter to Agreement 17-205, Loxahatchee Groves
with Thompson Consulting Services, LLC**

June 4, 2019

Jon Hoyle, President
Thompson Consulting Services, LLC
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

RE: Town of Loxahatchee Groves Letter Contract for Disaster Debris Management and Support Services / Solid Waste Authority Agreement No. 17- 205 with Thompson Consulting Services, LLC

ADDENDUM LETTER TO AGREEMENT 17-205, LOXAHATCHEE GROVES

Dear Mr. Hoyle:

The Town of Loxahatchee Groves has received authorization from the Solid Waste Authority of Palm Beach County to use its Cooperative Purchasing Procedures in its Agreement No. 17-205 with Thompson Consulting Services, LLC, which became effective on May 8, 2017; agreement allows for Cooperative Purchasing Procedures under Article 34. This Letter Contract incorporates all terms and conditions of the SWA Agreement No. 17-205 with Thompson Consulting Services, LLC for hurricane/disaster debris removal, reduction and disposal.

The Town's Contract will be administrated independent of the SWA Agreement. When a major disaster occurs or is imminent, the Town will issue the first Task Order which will authorize Thompson Consulting Services to send an Operations Manager to the Town with 24 hours of receiving such Task Order. This first Task Order will also direct Thompson Consulting Services to execute the required Performance and Payment Bond. Thompson Consulting Services should anticipate receiving this first Task Order 24 – 72 hours before projected landfall of a hurricane.

All notices and invoices to the Town of Loxahatchee Groves shall be delivered to:

Town of Loxahatchee Groves
Attn: Jamie Titcomb
155 F. Road
Loxahatchee Groves, FL 33470
(561) 793-2418

The SWA Agreement No. 17-205 contains provisions relating to Scrutinized Companies. However, pursuant to Section 287.135(3)(b), Florida Statutes, as this contract was entered into

on or after July 1, 2018, the Town has the right to terminate this contract in the event that Bergeron Emergency Services is placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Please acknowledge your acceptance of this Letter Contract by signing in the space provided below and returning the original to the Town Manager. Please include copies of your insurance documents required in Article 4 of the SWA Agreement, with the Town of Loxahatchee Groves named as additional insured. Your cooperation is appreciated.

If you have any questions, please do not hesitate to contact us.

Submitted by:

Jamie Titcomb
Town Manager

ATTEST

TOWN OF LOXAHATCHEE GROVES

Lakisha Burch
Town Clerk

Mayor Robert Shorr

APPROVED AS TO FORM:

TOWN SEAL

Town Attorney

**THOMPSON CONSULTING
SERVICES, LLC**

Printed Name and Title

ATTEST

Printed Name and Title



AGREEMENT

FOR

DISASTER DEBRIS MANAGEMENT AND SUPPORT SERVICES

BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

THOMPSON CONSULTING SERVICES

AGREEMENT NO. 17-205

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FLORIDA 33412**

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DISASTER DEBRIS MANAGEMENT AND SUPPORT SERVICES
AGREEMENT No. 17-205

This Agreement is made and entered into as of May 8, 2017 by and between **Solid Waste Authority of Palm Beach County**, a special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as **AUTHORITY**) and **Thompson Consulting Services, LLC** (hereinafter referred to as **CONSULTANT**), a Delaware Limited Liability Company, whose Federal Employer ID Number is 45-2015453:

Whereas, in accordance with the **AUTHORITY'S** Request for Proposal No. 17-205/SLB, solicited to employ the services of the **CONSULTANT** for the purpose of providing Disaster Debris Management and Support Services, and,

Whereas, **CONSULTANT** represents it is capable and prepared to provide such services.

Now, therefore, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be **May 8, 2017 through May 7, 2022**.

Term of Agreement shall be for a five (5) year period, unless otherwise terminated as provided herein. The **AUTHORITY** shall have the option of extending the Agreement for one (1) additional year, as approved by the **AUTHORITY**, at the same terms and conditions. Extension of the Agreement beyond the initial period, and any option subsequently exercised, is an **AUTHORITY** prerogative, and not a right of the **CONSULTANT**. This prerogative will be exercised only when such continuation is clearly in the best interest of the **AUTHORITY**. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the services as specifically stated in the Scope of Work, attached hereto and made a part hereof as Exhibit A, and/or as may be specifically designated and authorized by the **AUTHORITY**. Such authorizations will be referred to as Task Orders. Each Task Order shall set forth the specific services required, the amount of compensation, and the completion date. In addition the **CONSULTANT** may employ the use of sub-consultant(s) whose services are necessary to the **CONSULTANT** in the provision of services and upon specific approval in an individual Task Order. In such case the sub-consultant, the specific services to be performed and his/her compensation (including a not-to-exceed amount) shall be identified as part of the Task Order

ARTICLE 3 - COMPENSATION

- 3.1 The **AUTHORITY** shall pay **CONSULTANT** in accordance with the Fee Schedule, attached hereto and made a part hereof as Exhibit B.
- 3.2 In addition, the parties may negotiate a lump sum or not-to-exceed amount on a per-project basis on an individual Task Order. Invoices must reference the current Agreement or Task Order number (if any) along with the assigned purchase order number.
- 3.3 **CONSULTANT** shall submit a monthly invoice for services rendered. Invoices shall include a statement of progress made regarding the project, a description of services rendered and a breakdown of hours spent on the project. There shall be no reimbursable expenses allowable.

- 3.4 Payment of invoices shall be due and payable thirty (30) days after receipt of a correct, fully documented invoice. All invoices shall be delivered to:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attention: Accounts Payable, c/o Mary Schultz

- 3.5 CONSULTANT will clearly mark its final/last billing with the words "Final Invoice". This will certify that all services have been fully performed under this Agreement and that all charges and costs have been invoiced to the AUTHORITY. Thereupon, this account will be closed and any additional charges or costs, not included in the final invoice, shall be waived by CONSULTANT.

ARTICLE 4 - INSURANCE

- 4.1 During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Florida.
1. **General Liability** Insurance with bodily injury limits of not less than \$2,000,000 for each occurrence, and with property damage limits of not less than \$2,000,000 for each occurrence.
 2. **Automobile Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$1,000,000 for each accident.
 3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$1,000,000 for each accident, \$1,000,000 for each disease, and \$1,000,000 aggregate.
 4. **Professional Liability** Insurance with limits of not less than \$1,000,000 annual aggregate.
- 4.2 Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.
- 4.3 CONSULTANT shall furnish AUTHORITY **certificates of insurance** which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to the AUTHORITY. CONSULTANT shall include AUTHORITY as an **additional insured** on all liability insurance policies required by the Agreement. All of CONSULTANT'S sub-consultants shall be required to include AUTHORITY and CONSULTANT as **additional insured** on all of their liability insurance policies.
- 4.4 CONSULTANT'S naming of the AUTHORITY as an additional insured on all of its liability insurance policies pursuant to this Agreement shall afford coverage only for the grossly negligent and willful acts of CONSULTANT pursuant to this Agreement and is limited to the terms and conditions of indemnity provisions in the Agreement. Notwithstanding anything herein to the contrary, CONSULTANT shall in no way be responsible for the defense or indemnity of matters arising or resulting from the AUTHORITY'S negligence, errors or omissions or willful misconduct.
- 4.5 In the event that sub-consultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the AUTHORITY for any claim in excess of the sub-consultants insurance coverage.

- 4.6 The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

ARTICLE 5 - STANDARD OF CARE

- 5.1 CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances and CONSULTANT shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.
- 5.2 The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - INDEMNIFICATION

6.1 GENERAL

Having considered the risks and potential liabilities that may exist during the performance of the services and in consideration of the promises included herein, AUTHORITY and CONSULTANT agree to allocate such liabilities in accordance with this Article 6.

6.2 INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

6.3 SURVIVAL

Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

ARTICLE 7 - INDEPENDENT CONSULTANT

- 7.1 The CONSULTANT is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Consultant, and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT 'S relationship and the relationship of its employees to the AUTHORITY shall be that of an Independent Consultant and not as employees or agents of the AUTHORITY.
- 7.2 The CONSULTANT does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this Agreement.
- 7.3 The CONSULTANT shall not pledge the AUTHORITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of the Services, CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 10 - SUB-CONSULTANT

- 10.1 The AUTHORITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant under this Agreement.
- 10.2 If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new sub-consultant by the AUTHORITY.

ARTICLE 11 - FEDERAL AND STATE TAXES

The AUTHORITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the AUTHORITY will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the CONSULTANT be authorized to use the AUTHORITY'S Tax Exemption Number in securing such materials.

ARTICLE 12 - AVAILABILITY OF FUNDS

The obligations of the AUTHORITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Solid Waste Authority of Palm Beach County.

ARTICLE 13 - AUTHORITY'S RESPONSIBILITIES

AUTHORITY shall be responsible for providing access to all project sites, and providing information on hand required by CONSULTANT, including; existing reports, studies, financial information, and other required data that are available in the files of the AUTHORITY.

ARTICLE 14 - DEFAULT

- 14.1 The AUTHORITY may, by written notice of default to the CONSULTANT, terminate the Agreement in whole or in part if the CONSULTANT fails to satisfactorily perform any provisions of this Agreement, or fails to make progress so as to endanger performance under the terms and conditions of this Agreement, or provides repeated non-performance, or does not remedy such failure within a period of ten (10) days (or such period as the Director of Purchasing Services may authorize in writing) after receipt of notice from the Director of Purchasing Services specifying such failure. In the event the AUTHORITY terminates this Agreement in whole or in part because of default of the CONSULTANT, the AUTHORITY may procure goods and/or services similar to those terminated, and the CONSULTANT shall be liable for any excess costs incurred due to this action.
- 14.2 If it is determined that the CONSULTANT was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the CONSULTANT), the rights and obligations of the parties shall be those provided in Article 15 – Termination for Convenience.

ARTICLE 15 - TERMINATION FOR CONVENIENCE

- 15.1 The Director of Purchasing Services may, whenever the interests of the AUTHORITY so require, terminate the Agreement, in whole or in part, for the convenience of the AUTHORITY. The Director of Purchasing Services shall give five (5) days prior written notice of termination to the CONSULTANT, specifying the

portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the Agreement are terminated, the CONSULTANT has the right to withdraw, without adverse action, from the entire Agreement.

- 15.2 Unless directed differently in the Notice of Termination, the CONSULTANT shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the successful CONSULTANT shall terminate outstanding orders and/or subcontracts related to the terminated work.
- 15.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination.

ARTICLE 16 - UNCONTROLLABLE FORCES

- 16.1 Neither the AUTHORITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 16.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 17 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State court of competent jurisdiction located in Palm Beach County. With the exception of the choice of law and venue provisions contained herein, no remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 18 - NON-DISCRIMINATION

The CONSULTANT assures and certifies that it shall comply with Title VII of the Civil Rights Act of 1964, as amended, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or gender identity or expression.

ARTICLE 19 - WAIVER

A waiver by either AUTHORITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 20 - SEVERABILITY

- 20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- 20.2 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

ARTICLE 21 - ENTIRETY OF AGREEMENT

The AUTHORITY and the CONSULTANT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and CONSULTANT pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 22 - MODIFICATION

The Agreement may not be modified unless such modifications are evidenced in writing signed by both AUTHORITY and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

AUTHORITY and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. CONSULTANT shall not assign this Agreement without the express written approval of the AUTHORITY via executed amendment.

ARTICLE 24 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 - TRUTH-IN-NEGOTIATION CERTIFICATE

- 25.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.
- 25.2 The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 26 - OWNERSHIP OF DOCUMENTS

CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for its use and/or distribution as may be deemed appropriate by the AUTHORITY.

ARTICLE 27 - PUBLIC RECORDS, ACCESS AND AUDITS

27.1 It is the intent of this Article to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended effective July 1, 2016.

27.2 DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:

**RECORDS MANAGER
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FL. 33412
561-640-4000 EXT. 4210
RECORDS CUSTODIAN@SWA.ORG**

27.3 The CONSULTANT shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work, in accordance with the timeframes and classifications for records retention as per the General Records Schedule GS1-SL for State and Local Government Agencies (see: <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>) after completion or termination of this Contract. The AUTHORITY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

27.4 Notwithstanding anything herein to the contrary, the CONSULTANT expressly acknowledges that: i) it is providing a specific service to the AUTHORITY in the performance of this Contract; ii) acting on behalf of the AUTHORITY in the performance of this Contract; iii) that it has read and is familiar with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended, and both understand its responsibility and obligation to comply with this law; and iv) to the extent any question(s) arise regarding its duties to produce public records, it shall contact the Records Manager with same.

27.5 Any public records requests directed to, or related in any way to this contract shall be directed solely to the Records Manager. If the requested records are not in the possession of the Records Manager they shall immediately notify the CONSULTANT and the CONSULTANT must provide the records or allow access to the records within a reasonable time. A CONSULTANT who fails to provide the records to the public agency within a reasonable time may be subject to penalties under Florida Statutes (F.S) §119.10, and §119.10(2) provides that a person who willfully and knowingly violates the Public Records Act commits a misdemeanor of the first degree, which is punishable by up to a year in jail and a fine not to exceed \$1,000.

27.6 Therefore, the CONSULTANT is required to:

- 1) maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service;
- 2) provide the public with access to public records on the same terms and conditions that the AUTHORITY would provide the records and at a cost that does not exceed the cost provided by Florida law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the AUTHORITY, all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. When requested by the AUTHORITY, either during performance of the contract or after termination or completion of the contract, all records stored electronically must be provided to the AUTHORITY in a format that is compatible with the information technology systems of the AUTHORITY.

27.7 Failure of the CONSULTANT to comply with these requirements shall be a material breach of this Contract.

27.8 CONSULTANT shall maintain financial and program records to justify all charges and costs incurred in performing the work for at least three (3) years following final payment by the AUTHORITY as Federal Emergency Management Agency sub-grantee as required by 2 CFR 200.333. The AUTHORITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit

27.9 In the event records retention requirements in Florida Statutes Chapter 119 and 257 exceed those of FEMA, the records shall be retained to comply with State of Florida requirements.

ARTICLE 28 – OFFICE OF INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal Agreement (ILA) for Inspector General Services. This agreement provides for the Inspector General to provide services to the AUTHORITY in accordance with the authority, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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ARTICLE 29 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

AS TO AUTHORITY

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412

Attention: Mark Eyeington, Chief Operations Officer
Office No.: 561-640-4000 Ext. 4513 Fax No.: 561-640-3400 E-Mail: meyeington@swa.org

AS TO CONSULTANT

Thompson Consulting Services, LLC
1135 Townpark Avenue, Suite 2101
Lake Mary, Florida 32746

Attention: Jon Hoyle, President
Office No.: 407-792-0018 Fax No.: 407-878-7858 E-Mail: jhoyle@thompsoncs.net

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and AUTHORITY.

ARTICLE 30 - CONTRACT ADMINISTRATION

Services of CONSULTANT shall be under the general direction of **Mark Eyeington, Chief Operations Officer** or his or her successor, who shall act as the AUTHORITY'S representative during the term of the Agreement.

ARTICLE 31 - KEY PERSONNEL

CONSULTANT shall notify AUTHORITY in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. AUTHORITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Nate Counsell, Vice President
Office No.: 407-792-0018 Cell No.: 407-619-2781 E-Mail: ncounsell@thompsoncs.net

Jon Hoyle, President
Office No.: 407-792-0018 Cell No.: 321-303-2543 E-Mail: jhoyle@thompsoncs.net

Eric Harrison, Debris Operations Practice Manager
Office No.: 407-792-0018 Cell No.: 407-312-1670 E-Mail: eharrison@thompsoncs.net

ARTICLE 32 - SMALL BUSINESS ENTERPRISE (SBE)

The Governing Board of the AUTHORITY has set 15% as the AUTHORITY'S goal for small business participation in contracts and purchases. CONSULTANT'S submitted Plan showing how he/she will assist the AUTHORITY in achieving this goal is incorporated into this Agreement as Exhibit C. The AUTHORITY will require periodic documentary proof, acceptable to the AUTHORITY, of the implementation, progress, and final outcome of the proposed Plan. Failure to implement the Plan, or achieve reasonable interim progress, or achieve the final goal reflected in the Plan, may be considered by the AUTHORITY as failure to perform a material provision of this Agreement.

ARTICLE 33 - SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into any Agreement with the AUTHORITY, or performing any work in furtherance hereof, CONSULTANT hereby certifies that CONSULTANT and CONSULTANT'S affiliates, suppliers, sub-contractors, contractors or agents of any type whatsoever who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473. If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this CONSULTANT may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135.

ARTICLE 34 - AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES

- 34.1 The CONSULTANT agrees that this Agreement constitutes an offer to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement; should the CONSULTANT deem it in the best interest of their business to do so.
- 34.2 The Agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from re-solicitation.

ARTICLE 35 – THIRD PARTY BENEFICIARY DISCLAIMER

It is not the intention of this contract to create third party beneficiary status in any person or entity that is not a direct party to the contract awarded as a result of being the successful CONSULTANT, and no language in the contract should be construed or interpreted as creating a third party beneficiary.

ARTICLE 36 - BUY AMERICA REQUIREMENTS

The CONSULTANT agrees to comply with the requirements of the Federal Buy America law (See 23 U.S.C. 313, ISTEA Sections 1041(a) and 1048(a), as they may be amended from time to time), as they relate to Federal-aid contracts and the use of steel and iron produced in the United States. A description of the requirements of Buy America is set forth in Exhibit D, which is attached hereto and incorporated by reference as part of this Agreement. CONSULTANT shall provide a certification statement regarding the origin of all materials or products covered under the Buy America provisions and used in its performance of the Agreement in accordance with the requirements of law and the AUTHORITY, FDOT, and FEMA, to the extent applicable.

ARTICLE 37 - DISADVANTAGED BUSINESS ENTERPRISES

- 37.1 The Agreement is subject to the requirements of 49 CFR Part 26. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The CONSULTANT shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Failure by the CONSULTANT to carry out these requirements is a material breach of Agreement, which may result in the termination of this Agreement or such other remedy as the

AUTHORITY deems appropriate, including but not limited to the withholding of payments. Each subcontract the CONSULTANT signs with a sub-consultant must include the assurance in this paragraph. (See 49 CFR 26.13.) Upon request, the CONSULTANT will provide the AUTHORITY with a copy of each subcontract it enters into.

- 37.2 The CONSULTANT is required to pay its sub-consultants performing work related to this Agreement for satisfactory performance of that work no later than thirty (30) days after the CONSULTANT'S receipt of payment for that work from the AUTHORITY. The CONSULTANT may not hold any retainage from its sub-consultants unless pursuant to an agreement approved by the AUTHORITY. The CONSULTANT shall return all retainage payments withheld within thirty (30) days after the sub-consultant's work has been satisfactorily completed.
- 37.3 The CONSULTANT shall, on a monthly basis, submit payment certifications, including a certification regarding their truth and accuracy, for all payments it is seeking and certifications from all sub-consultants indicating who has been paid and how. The certifications shall comply with all Federal and State requirements regarding the reporting of DBE participation. The CONSULTANT shall, if required by the AUTHORITY or FDOT, report its DBE participation monthly on the Equal Opportunity Reporting System located on the Florida Department of Transportation's (FDOT) website found at www.dot.state.fl.us/equalopportunityoffice. Audits may be conducted to review payments to DBE sub-consultants. The CONSULTANT will fully cooperate with the AUTHORITY, FDOT or FEMA regarding the monitoring of sub-consultants and payments made thereto.

ARTICLE 38 - CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 38.1 This Agreement is a covered transaction for purposes of 49 CFR Part 29. Accordingly, the CONSULTANT shall verify that neither the CONSULTANT, nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified from participation in this Agreement as defined at 49 CFR 29.940 and 29.945.
- 38.2 The CONSULTANT agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the term of this Agreement. The CONSULTANT must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. CONSULTANT'S certification is a material representation of fact relied upon by the AUTHORITY. If it is later determined that the CONSULTANT knowingly rendered an erroneous certification, in addition to remedies available to the AUTHORITY, the State or Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. The CONSULTANT further agrees that it will include a provision requiring such compliance in all of its subcontracts or lower tier covered transactions.

ARTICLE 39 - ACCESS TO RECORDS AND THEIR RETENTION

- 39.1 This provision shall supplement Article 27 of the Agreement. The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Agreement for at least five (5) years after completion or termination of this Agreement or FDOT's closure of an "emergency event" with the Florida Division of Emergency Management, whichever comes last, except in the event of litigation or settlement of claims arising from the performance of the Agreement, the CONSULTANT agrees to maintain said records until all litigation, claims, appeals or exceptions related thereto have been resolved. The records shall be maintained at a location in Palm Beach County, Florida or such other location in Florida approved by the AUTHORITY.
- 39.2 The CONSULTANT shall make all of its books, records, and other documents related, in any manner to its or its sub-consultants' performance of the Agreement, available to the AUTHORITY and any other funding entity (e.g., FDOT, FEMA, the Comptroller General of the U.S. or any of their authorized representatives) for the purpose of examination, audit, reproduction, excerpts and transcripts, during normal business hours, at

the CONSULTANT'S place of business or if CONSULTANT'S place of business is not located in Palm Beach County, then at the location for maintenance of records referenced above. The CONSULTANT shall also require its sub-consultants to make their books, records and documents available for examination, audit, reproduction, excerpts, and transcripts, for the same duration and in the same manner, and at or near the same locations required herein of CONSULTANT.

ARTICLE 40- AUDIT REQUIREMENTS

This provision shall supplement Article 27 of the Agreement. The CONSULTANT agrees that audits may be undertaken of its records related to its performance of the Agreement as may be authorized or required under OMB Circular A-133, as revised. The CONSULTANT agrees that it will comply and fully cooperate with the AUTHORITY and any State and/or Federal funding agency(ies), including but not limited to FDOT, Florida's Auditor General, FEMA, or any of their authorized representatives, in any audit or monitoring procedures or processes any such entity(ies) may undertake related to CONSULTANT'S performance of the Agreement.

ARTICLE 41 - NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The CONSULTANT shall cooperate with the AUTHORITY, FDOT, and FEMA so as to assure that all activities related to the performance of this Agreement comply with the requirements of the National NEPA of 1969, as amended, and the regulations and guidance related thereto.

ARTICLE 42 - AMERICANS WITH DISABILITIES ACT

The CONSULTANT does hereby represent and certify that it will comply with all of the requirements of the Americans with Disabilities Act of 1990 (42 USC 12102, et seq.), as it may be amended, and all applicable implementing regulations of the U.S. DOT, FEMA and other Federal-aid agencies.

ARTICLE 43 - COMPLIANCE WITH TITLE VI, TITLE VII AND OTHER FEDERAL LAWS AND REGULATIONS

The CONSULTANT does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 USC 2000d, et. seq. and 3601 et.seq.), and the Age Discrimination and Employment Act of 1967 and Section 303 of the Age Discrimination Act of 1975, as amended (42 USC 6102), and all applicable Federal laws and regulations, policies, procedures and directives of the U.S. DOT, FEMA, and/or other Federal-aid agencies, as they may be promulgated and amended from time to time.

ARTICLE 44 - CONVICT LABOR PROHIBITION

The CONSULTANT does hereby represent and certify that it will comply with the convict labor prohibition in 23 U.S.C. 114, and all implementing regulations thereto.

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In Witness Whereof, the Solid Waste Authority of Palm Beach County, at a regular meeting thereof, by action of the AUTHORITY Board authorizing and directing the foregoing be adopted, has caused these presents to be signed by its Executive Director, and Thompson Consulting Services has executed this agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:

1.

2.

By:

Mark Hammond
Executive Director

Approved as to Form and Legal Sufficiency:

By:

General Counsel to the Authority

THOMPSON CONSULTING SERVICES:

Attest:

Corporate Secretary

By:

(Corporate Seal)

Name:

Jon Hoyle

Title:

President

Witness:

1.

2.

Approved by Authority Board on April 12, 2017, Item No. 5.I

SCOPE OF WORK

1. General Requirements

- A. The CONSULTANT is expected to be extremely knowledgeable in Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) regulations, guidelines and operating policies. The CONSULTANT will support the AUTHORITY during a disaster recovery effort and will be responsible for the overall monitoring of debris collection. The CONSULTANT shall coordinate with the Disaster Debris Removal Contractor(s) and the AUTHORITY to ensure a compliant, well-managed and organized approach to debris collection and disposal within FEMA guidelines.
- B. The AUTHORITY intends to utilize an automated debris management system (ADMS) and anticipates that the Disaster Debris Removal Contractor(s) will provide vehicle certification placards.
- C. The AUTHORITY will provide a Field Service Representative for each AUTHORITY'S Franchise Service Area (1-5) to oversee and monitor the collection activity within these service areas and to work directly with the Disaster Debris Removal Contractor(s) and the CONSULTANT to schedule all work. The AUTHORITY will provide temporary debris management sites (DMS).
- D. The AUTHORITY currently has an Enterprise GIS System which utilizes ESRI's ArcGIS Server, ArcGIS Desktop Advanced, and Microsoft's SQL Server. Data is published to staff and the public using Rolta's Onpoint, which is a thin client for ESRI's ArcServer.
- E. The AUTHORITY'S Disaster Debris Removal Contractor(s) will provide the manpower and collection equipment in a timely manner to safely remove disaster debris as soon as possible. Additionally, the AUTHORITY'S Disaster Debris Removal Contractor(s) will open and operate DMS and immediately begin processing material on site and begin shipping material to final destination within ten (10) days of opening.
- F. Task Orders will be issued against the Agreement, as necessary to complete work. What follows is a general description of the work anticipated.

2. Scope of Services

- A. The scope of services to be provided pursuant to this Agreement includes Project/Operations Management, Collection Monitoring, ADMS, Data Processing and Management, DMS Monitoring, Debris Vehicle Certification, Damage Complaint Tracking, Data Compilation and Reporting, Payment Monitoring and Reconciliation Processing, Reporting and Coordinating with the AUTHORITY'S Project/Operations Manager, and other related services as outlined in this section.
- B. The AUTHORITY reserves the right to select which specific services the CONSULTANT will provide and to add or delete services throughout the term of any resulting agreement with mutual consent.

2.1 Project/Operations Management

CONSULTANT will be responsible for Project/Operations Management of the debris monitoring activities for the AUTHORITY. This responsibility includes providing an experienced Project/Operations Manager, supplying a temporary field office for the monitoring staff, and coordinating and meeting with the AUTHORITY, field staff and contractors. Additionally, CONSULTANT will be responsible for hiring, training, deploying, scheduling and monitoring the activities of its collection monitors.

2.2 Collection Monitoring

- a. The CONSULTANT will be responsible for monitoring and certifying all AUTHORITY'S authorized collection activities. This responsibility includes monitoring and certifying all debris loads to ensure eligibility for federal reimbursement, providing trained collection monitors, exercising quality control over the debris monitoring activity, and providing daily feedback to the AUTHORITY. CONSULTANT shall ensure that all Disaster Debris Removal Contractor(s) loads are correctly captured by their ADMS.
- b. The CONSULTANT shall photographically document daily collection activities. CONSULTANT shall identify and document all leaners, hangers and stumps and coordinate with federal and state representatives to ensure eligibility and maximum reimbursement.
- c. Additionally, the CONSULTANT shall coordinate with the AUTHORITY to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc.
- d. CONSULTANT'S staff should be equipped with modern communication equipment. CONSULTANT shall have the ability to maintain shapefiles or geodatabases of collection passes, customer complaints and leaners, hangers and stumps including photos, and to track these issues using a GIS and provide an updated shapefile or geodatabase to the AUTHORITY on an appropriately determined schedule.

2.3 ADMS

- a. Per FEMA policy document 327 Public Assistance Debris Monitoring Guide, recent advances in automated debris management tracking systems provided real-time, automated tracking and reporting. FEMA embraces technological advancements and recognizes the potential benefits of these automated systems.
- b. The CONSULTANT shall provide an electronic automated debris management system that shall create load tickets electronically, eliminating the need for written and scanned tickets. The ADMS features shall include, at a minimum, the following:
 1. Paperless electronic (handheld device) load ticket generation and data collection;
 2. Debris vehicle certification data capture at certification site;
 3. Encrypted and secure field data transfer (field to DMS, DMS to server);
 4. Accessible secure database for government and Disaster Debris Removal Contractor(s) use. Database will be internet accessible by Disaster Debris Removal Contractor(s), AUTHORITY, State and other public entities on a need to know basis;
 5. Minimal manual entry of load ticket data fields (e.g., load call, type of debris);
 6. Automation of debris pickup location thru use of GPS technologies;
 7. Evaluation of daily event status using web-based reporting and GIS tools;
 8. Coordination of Disaster Debris Removal Contractor(s) invoices, FEMA documentation and applicant payment process enabled thru an integrated database management system;
 9. CONSUTLANT shall use an ADMS during the performance of services under this agreement for managing the collection, transport, and/or disposal of debris.
- c. The AUTHORITY has Interlocal Agreements for Disaster Debris Management with municipalities to deliver eligible storm debris to AUTHORITY'S DMS. These municipalities may choose to use the current AUTHORITY'S paper load ticket system.
- d. The municipalities must submit a legible and complete paper load ticket at the AUTHORITY'S DMS with each load. The AUTHORITY will provide the truck certification, placard, and load tickets for these municipalities. CONSUTLANT will be responsible to enter paper load ticket data.

2.4 DMS Monitoring

The CONSULTANT will provide DMS monitors and spotters to observe and document the unloading, processing and loading of debris in accordance with FEMA requirements and the AUTHORITY'S Debris Management Plan. This responsibility includes estimating the load volume, completing the ADMS load tickets and signing and certifying that the information is complete and accurate. Additional responsibilities include conducting pre-use and post-use environmental monitoring, ensuring that the truck certifications are accurate, ensuring that all collection vehicles are equipped with the necessary safety restraints, coordinating with all federal, state and local agencies, and keeping accurate records.

2.5 Debris Vehicle Certification

The CONSULTANT will be responsible for measuring and capturing data elements for each Disaster Debris Removal Contractor(s) vehicle in accordance with FEMA requirements utilizing their ADMS. Additionally, CONSULTANT will take a photograph of each vehicle showing the vehicle number and type of vehicle. CONSULTANT will also perform random verifications once per week at each DMS to ensure that no vehicle modifications have been made.

2.6 Damage Complaint Tracking

The CONSULTANT shall assist the AUTHORITY with tracking, managing, reporting and customer follow-up through to resolution of all damage complaints resulting from debris removal activities. The AUTHORITY desires the complaints to be tracked using a GIS including linked photos.

2.7 Data Compilation and Reporting

- a. The CONSULTANT will be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data and vehicle certifications, project records, photos and manifests, etc., to support federal (FEMA), state and local reimbursements, and subsequent audits.
- b. The CONSULTANT will be responsible for providing regular status updates to the AUTHORITY. This reporting will include creating, updating and maintaining a database to include all information on debris removal and disposal, including number of loads and types, vehicle certification, stump, hanger and leaner information and images. All electronic reporting will be provided in a format acceptable to the AUTHORITY and the AUTHORITY shall have access to the database to perform queries and produce reports. The AUTHORITY will require the CONSULTANT to meet minimum standards for the timeliness of data reporting.

2.8 Payment Monitoring and Reconciliation Processing

The CONSULTANT will be responsible for reviewing, validating and reconciling Disaster Debris Removal Contractor(s) invoices prior to submission to the AUTHORITY for processing.

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2.9 Other Related Services

Additional services the AUTHORITY desires the CONSULTANT to provide include the following:

- a. Assistance the AUTHORITY in preparing final reports for reimbursement by FEMA, and other agencies;
- b. Providing professional oversight to ensure compliance with Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), Florida Department of Forestry (DOF), and FEMA regulatory and reporting requirements, as well as any other federal, state, or local regulation applicable to debris management;
- c. Ensuring that the processing of federal funding is done as expeditiously as possible by taking ownership of the responsibility for ensuring the accuracy of invoices, payroll, monitoring information, reports, ADMS data, vehicle certifications, and operating data;
- d. Meeting with AUTHORITY'S representatives and the Disaster Debris Removal Contractor(s) daily during disaster event activation. Meeting with the AUTHORITY'S Project Manager or his/her designee at least once per year at no cost to the AUTHORITY prior to hurricane season, and;
- e. Additional services the AUTHORITY and the CONSULTANT agree to add at a later date.

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FEE SCHEDULE

ITEM NO / POSITION DESCRIPTION	ESTIMATED ANNUAL HOURS	UNIT PRICE PER HOUR	EXTENSION
1. Project Office/Principal	200	\$89.00	\$17,800.00
2. Project Manager	700	\$89.00	\$62,300.00
3. Operations Manager	1,900	\$62.50	\$118,750.00
4. FEMA Reimbursement Manager	500	\$95.00	\$47,500.00
5. Operations Specialist	700	\$49.00	\$34,300.00
6. Field Supervisor	8,000	\$49.00	\$392,000.00
7. Engineer/Scientist/Professional	400	\$89.00	\$35,600.00
8. Environmental Consultant	700	\$75.00	\$52,500.00
9. Environmental Field Technician	700	\$62.50	\$43,750.00
10. Data Manager	700	\$59.00	\$41,300.00
11. GIS Analyst/Specialist	200	\$49.00	\$9,800.00
12. Administrative Support	1,200	\$25.00	\$30,000.00
13. DMS Monitor	22,000	\$35.00	\$770,000.00
14. Field Monitor	43,000	\$35.00	\$1,505,000.00
15. Call Center Operator	4,300	\$25.00	\$107,500.00
16. Data Entry Clerk-Paper Ticket	500	\$25.00	\$12,500.00
TOTAL CONTRACT PRICE (Items 1 - 16):			\$3,280,600.00

Fees shall be fully loaded and include all expenses and equipment, including but not limited to, ADMS, travel related expenses, meal allowances, hotel rooms, and any other relevant out of pocket expenses, as well as vehicles, electronics, communications equipment and any other equipment, facilities, or infrastructure necessary to carry out the task.

SMALL BUSINESS ENTERPRISE (SBE) PLAN

The CONSULTANT is committed to the SBE Participation Plan and will make every effort to achieve AUTHORITY'S participation goal in procurement through sub-consulting to SBEs.

In response to the Request for Proposals, RFP No. 17-205/SLB, the CONSULTANT provided a list of certified SBE sub-consultant who will be used on this Agreement. The CONSULTANT teamed with CES Consultants, Inc. (CES). CES is SBE certified with the Palm Beach County Office of Small Business Assistance. The CONSULTANT agrees to sub-consult 20% of this Agreement to CES.

BUY AMERICA REQUIREMENTS

Source of Supply – Steel and Iron (Federal Aid Contracts Only): For Federal-aid contracts, the CONSULTANT will only use steel and iron produced in the United States, in accordance with the buy America provisions of 23 CFR 635.410. CONSULTANT will ensure that all manufacturing processes for these materials occur in the United States. A manufacturing process is any process that modifies the chemical content, physical shape, size or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, pre-stressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the compensation or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the CONSULTANT uses but does not incorporate into the finished work. The CONSULTANT shall provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the finished product was manufactured in the United States in accordance with the requirements of this provision. Such certification shall also include: (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced with the United States except for minimal quantities of foreign steel and iron and specify the actual value of the product. Each such certification shall be furnished to the AUTHORITY prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, CONSULTANT shall furnish invoices to document the costs of such material, and obtain the AUTHORITY's written approval prior to incorporating the material into the project.



155 F Road Loxahatchee Groves, FL 33470

TO: Mayor and Councilmembers

FROM: James Titcomb, Town Manager

VIA: Francine Ramaglia, Assistant Town Manager

SUBJECT: Resolution No. 2019-33 and Resolution No. 2019-34 Agreements for the Removal and Disposal of Hurricane/Disaster Debris with Bergeron Emergency Services, Inc. and Phillips and Jordan, Inc., respectively, through their Agreements with the Solid Waste Authority of Palm Beach County

Background:

As we enter into hurricane season, the Town needs contractors at the ready to safely and efficiently clear storm-related debris immediately following a disaster/storm event, to provide a return to normal operations for our community as quickly as possible and to ensure the Town remains eligible to receive federal funding reimbursement following a federally declared disaster event.

To meet these objectives, staff recommends the Town use or piggyback on Palm Beach County Solid Waste Authority's (SWA) contracts awarded through a competitive bid process: *Request for Proposal for Hurricane/Disaster Debris Removal, Reduction and Disposal (RFP NO. 17-204/SLB- March 20, 2017)*. The Town's Purchasing Code, Section 2-C.(2)(e), allows for the utilization other government agencies' contracts provided that the same or substantially similar goods and/or services were competitively solicited; that the contract permits such and the awarding jurisdiction and/or contractor agree to allow the Town to purchase therefrom; and that the price is equal or lower than that awarded by the other government.

Each of the Town's selected vendors (Bergeron Emergency Services, Inc. and Phillips and Jordan, Inc.) entered into a 5-year contract with the Solid Waste Authority for debris removal services (i.e., public rights-of-way collection, loading and hauling to a designated site accepting storm debris) and meets the federal procurement standards to ensure FEMA compliance to maximize eligible Hurricane-related expense reimbursement for the Town. If approved, agreements between the Town and its selected vendors mirror all terms, conditions and pricing included in the SWA's contracts. The term of these contracts is set to expire on May 7, 2022.

In the event of an emergency storm event, the Town Manager will select the contractor(s) to utilize from the three approved vendors based on availability of equipment and staff as well as the fee schedule

Attached are the following documents:

Bergeron Emergency Services, Inc.

- Resolution No. 2019-33
- Letter Agreement dated June 4, 2019 with Bergeron Emergency Services, Inc. (Town Clerk has signed copy of letter on Town letterhead)
- Approved Solid Waste Authority Contracts

Phillips and Jordon, Inc.

- Resolution No. 2019-34
- Letter Agreement dated June 4, 2019 with Phillips and Jordan, Inc. (Town Clerk has signed copy of letter on Town letterhead)
- Approved Solid Waste Authority Contracts

John Archambo with the Solid Waste Authority will attend the meeting and can address questions, if any.

Recommendations: Staff recommends adoption of Resolution No. 2019-33 and Resolution No. 2019-34 Approving Agreements for the Removal and Disposal of Hurricane/Disaster Debris with Bergeron Emergency Services, Inc. and Phillips and Jordan, Inc., respectively, through their Agreements with the Solid Waste Authority of Palm Beach County.

RESOLUTION NO. 2019-33

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND BERGERON EMERGENCY SERVICES, FOR HURRICANE/DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL THROUGH ITS AGREEMENT WITH THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY FOR THE REMOVAL, REDUCTION AND DISPOSAL OF HURRICANE/DISASTER DEBRIS; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town is required to enter into an agreement for services for the removal and disposal of hurricane and disaster debris; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has certain procurement contracting requirements for the removal and disposal of such debris which the Town must abide by; and

WHEREAS, the Solid Waste Authority of Palm Beach County conducted a procurement of services and entered into an agreement with several qualified contractors, including Bergeron Emergency Services, for hurricane/disaster debris removal, reduction and disposal; and

WHEREAS, the Solid Waste Authority of Palm Beach County has given the Town authority to piggyback under its Agreement No. 17-204F with Bergeron Emergency Services; and

WHEREAS, the Town Manager recommends entering into an agreement with Bergeron Emergency Services, for hurricane/disaster debris removal, reduction and disposal due to its knowledge of the Town and its roads; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to enter into said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Mayor and the Town Manager to enter into an agreement with Bergeron Emergency Services, through the Agreement No. 17-204F and the Addendum Letter to Agreement 17-204F, Loxahatchee Groves, with Bergeron Emergency Services, both of which are attached hereto and incorporated herein as **Exhibit "A"**, and authorizes the Mayor and the Town Manager to execute same.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing Resolution. Council Member _____ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
DAVE DEMAROIS, VICE MAYOR	☐	☐	☐
LAURA DANOWSKI, COUNCIL MEMBER	☐	☐	☐
LISA EL-RAMEY, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS ____ DAY OF _____ 2019.**

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Dave Demarois

APPROVED AS TO LEGAL FORM:

Council Member Laura Danowski

Town Attorney

Council Member Lisa El-Ramey

Council Member Phillis Maniglia

EXHIBIT “A”

**Agreement No. 17-204A between Solid Waste Authority of Palm Beach County
and
Bergeron, Inc.**

and

**Addendum Letter to Agreement 17-204F, Loxahatchee Groves,
with Bergeron, Inc.**

June 4, 2019

Ronald M. Bergeron, Jr., President
16912 SW 69 Place
Ft. Lauderdale, FL 33332

RE: Town of Loxahatchee Groves Letter Contract for Hurricane/Disaster Debris Removal,
Reduction and Disposal Services/Solid Waste Authority Agreement No. 17- 204F with
Bergeron Emergency Services

ADDENDUM LETTER TO AGREEMENT 17-204F, LOXAHATCHEE GROVES

Dear Mr. Bergeron:

The Town of Loxahatchee Groves has received authorization from the Solid Waste Authority of Palm Beach County to use its Cooperative Purchasing Procedures in its Agreement No. 17-204F with Bergeron Emergency Services, which became effective on May 8, 2017; agreement allows for Cooperative Purchasing Procedures under Article 34. This Letter Contract incorporates all terms and conditions of the SWA Agreement No. 17-204F with Bergeron Emergency Services for hurricane/disaster debris removal, reduction and disposal.

The Town's Contract will be administrated independent of the SWA Agreement. When a major disaster occurs or is imminent, the Town will issue the first Task Order which will authorize Bergeron Emergency Services to send an Operations Manager to the Town with 24 hours of receiving such Task Order. This first Task Order will also direct Bergeron Emergency Services to execute the required Performance and Payment Bond. Bergeron Emergency Services should anticipate receiving this first Task Order 24 – 72 hours before projected landfall of a hurricane.

All notices and invoices to the Town of Loxahatchee Groves shall be delivered to:

Town of Loxahatchee Groves
Attn: Jamie Titcomb
155 F. Road
Loxahatchee Groves, FL 33470
(561) 793-2418

The SWA Agreement No. 17-204F contains provisions relating to Scrutinized Companies. However, pursuant to Section 287.135(3)(b), Florida Statutes, as this contract was entered into on or after July 1, 2018, the Town has the right to terminate this contract in the event that

Bergeron Emergency Services is placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Please acknowledge your acceptance of this Letter Contract by signing in the space provided below and returning the original to the Town Manager. Please include copies of your insurance documents required in Article 4 of the SWA Agreement, with the Town of Loxahatchee Groves named as additional insured. Your cooperation is appreciated.

If you have any questions, please do not hesitate to contact us.

Submitted by:

Jamie Titcomb
Town Manager

ATTEST

TOWN OF LOXAHATCHEE GROVES

Lakisha Burch
Town Clerk

Mayor Robert Shorr

APPROVED AS TO FORM:

TOWN SEAL

Town Attorney

BERGERON EMERGENCY SERVICES

Printed Name and Title

ATTEST

Printed Name and Title



AGREEMENT

FOR

**HURRICANE / DISASTER DEBRIS
REMOVAL, REDUCTION AND DISPOSAL**

BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

BERGERON EMERGENCY SERVICES

AGREEMENT NO. 17-204F

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FLORIDA 33412**

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**HURRICANE / DISASTER DEBRIS
REMOVAL, REDUCTION AND DISPOSAL
AGREEMENT NO. 17-204F**

This Agreement is made and entered into as of May 5, 2017, by and between the **Solid Waste Authority of Palm Beach County**, a special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as **AUTHORITY**) and **Bergeron Emergency Services** (hereinafter referred to as **CONTRACTOR**), a Florida Corporation, whose Federal Employer Identification Number is 65-1274968.

Whereas, in accordance with the **AUTHORITY'S** Request for Proposal No. 17-204/SLB, solicited to employ the services of the **CONTRACTOR** for the purpose of providing Hurricane/Disaster Debris Removal, Reduction and Disposal; and,

Whereas, **CONTRACTOR** represents it is capable and prepared to provide such services.

Now, therefore, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be **May 8, 2017 through May 7, 2022**.

Term of Agreement shall be for a five (5) year period, unless otherwise terminated as provided herein. The **AUTHORITY** shall have the option of extending the Agreement for one (1) additional one (1) year period at the same terms and conditions with approval from the **AUTHORITY'S** Governing Board. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties. The continuance of this Agreement from year to year is contingent upon successful annual recertification of the **CONTRACTOR'S** capabilities. The recertification process will be a review of the fiscal (bankruptcy, etc), logistical (equipment availability, etc.), and moral (conviction for environmental crime, conviction for crime against a public entity, etc.) responsibility of the **CONTRACTOR** and a determination by the **AUTHORITY**, based on this review, of whether or not the **CONTRACTOR** continues to be a viable firm to provide the services described in this Contract.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall perform the services as stated in the Scope of Work, Exhibit A, as may be specifically authorized by the **AUTHORITY**. Such authorizations will be referred to as Task Orders. Each Task Order will set forth a specific scope of services, rate/amount of compensation, completion date, and other pertinent details of the task being authorized. The **AUTHORITY**, by virtue of this Agreement, gives the **CONTRACTOR** no guarantee of any work/services or any specific amount of work/services that may be accomplished during the period this Agreement is in full force and effect.

ARTICLE 3 - COMPENSATION

- 3.1 **AUTHORITY** shall pay **CONTRACTOR** in accordance with Fee Schedule, Exhibit B, which is attached hereto and incorporated by reference as part of this Agreement. If needed, compensation may be negotiated as a lump sum or not-to-exceed amount for any Task Order containing a task covered by the scope of work of this Agreement but to which the Fee Schedule cannot readily be applied.
- 3.2 **CONTRACTOR** shall submit semi-monthly invoices for services rendered. Invoices must reference the Task Order number. Invoices shall include a statement of progress and appropriate audit quality detail to satisfy FEMA requirements.

3.3 Payment of CONTRACTOR by AUTHORITY is not contingent upon the AUTHORITY being reimbursed by the Federal Emergency Management Agency. Payment to CONTRACTOR will be made for any work directed by the AUTHORITY which is determined by Federal and State agencies to be ineligible for reimbursement.

3.4 Each individual invoice shall be due and payable thirty (30) days after receipt of correct, fully documented, invoice by the AUTHORITY. All invoices shall be delivered to:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attention: Accounts Payable, c/o Mary Schultz

3.5 In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'S final/last billing to the AUTHORITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the AUTHORITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

3.6 The AUTHORITY will retain 5% of the payment under each Task Order until such time as the entire project is completed to the AUTHORITY'S satisfaction and all sub-contractors and any material suppliers verify that they have been paid.

ARTICLE 4 - INSURANCE

4.1 During the performance of the Services under this Agreement, CONTRACTOR shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Florida.

1. **General Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
2. **Automobile Liability** Insurance with bodily injury limits of not less than \$5,000,000 for each person and not less than \$5,000,000 for each accident and with property damage limits of not less than \$5,000,000 for each accident.
3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$500,000 for each accident, \$500,000 for each disease, and \$500,000 aggregate.
4. **Excess Liability** Insurance with limits of not less than \$10,000,000 for each occurrence and annual aggregate.

4.2 Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions said exclusions shall be so indicated on the certificate(s) of insurance.

4.3 CONTRACTOR shall furnish AUTHORITY **certificates of insurance** which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to the AUTHORITY.

4.4 CONTRACTOR shall include AUTHORITY as an **additional insured** on the General Liability, Excess Liability, and Automobile Liability insurance policy required by the Agreement. All of CONTRACTOR'S sub-contractors shall be required to include AUTHORITY and CONTRACTOR as **additional insured** on their General Liability insurance policies.

- 4.5 In the event that sub-contractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the AUTHORITY for any claim in excess of the sub-contractors insurance coverage.
- 4.6 The CONTRACTOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

ARTICLE 5 - STANDARD OF CARE

- 5.1 CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances and CONTRACTOR shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.
- 5.2 The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - INDEMNIFICATION

6.1 GENERAL

Having considered the risks and potential liabilities that may exist during the performance of the services and in consideration of the promises included herein, AUTHORITY and CONTRACTOR agree to allocate such liabilities in accordance with this Article 6.

6.2 INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Agreement.

6.3 SURVIVAL

Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

ARTICLE 7 - INDEPENDENT CONTRACTOR

- 7.1 The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR 'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR 'S relationship and the relationship of its employees to the AUTHORITY shall be that of an Independent Contractor and not as employees or agents of the AUTHORITY.
- 7.2 The CONTRACTOR does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this Agreement.
- 7.3 The CONTRACTOR shall not pledge the AUTHORITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 10 - SUB-CONTRACTING

- 10.1 The AUTHORITY reserves the right to accept the use of a sub-contractor or to reject the selection of a particular sub-contractor and to inspect all facilities of any sub-contractor to perform properly under this Agreement. Rejection of any sub-contractor will be based on, but not limited to, negative references, insufficient resources, or conviction of a Public Entity Crime.
- 10.2 If a sub-contractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-contractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new sub-contractor by the AUTHORITY.

ARTICLE 11 - FEDERAL AND STATE TAXES

The AUTHORITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the AUTHORITY will provide an exemption certificate to CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the CONTRACTOR be authorized to use the AUTHORITY'S Tax Exemption Number in securing such materials.

ARTICLE 12 - AVAILABILITY OF FUNDS

The obligations of the AUTHORITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Solid Waste Authority of Palm Beach County.

ARTICLE 13 - AUTHORITY'S RESPONSIBILITIES

AUTHORITY shall be responsible for providing access to all project sites, and providing information on hand required by CONTRACTOR that is available in the files of the AUTHORITY.

ARTICLE 14 - DEFAULT

- 14.1 The AUTHORITY may, by written notice of default to the CONTRACTOR, terminate the Agreement in whole or in part if the CONTRACTOR fails to satisfactorily perform any provisions of this Agreement, or fails to make progress so as to endanger performance under the terms and conditions of this Agreement, or provides repeated non-performance, or does not remedy such failure within a period of ten (10) days (or such period as the Director of Purchasing Services may authorize in writing) after receipt of notice from the Director of Purchasing Services specifying such failure. In the event the AUTHORITY terminates this Agreement in whole or in part because of default of the CONTRACTOR, the AUTHORITY may procure goods and/or services similar to those terminated, and the CONTRACTOR shall be liable for any excess costs incurred due to this action.
- 14.2 If it is determined that the CONTRACTOR was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the CONTRACTOR), the rights and obligations of the parties shall be those provided in Article 15 – Termination for Convenience.

ARTICLE 15 – TERMINATION FOR CONVENIENCE

- 15.1 The Director of Purchasing Services may, whenever the interests of the AUTHORITY so require, terminate the Agreement, in whole or in part, for the convenience of the AUTHORITY. The Director of Purchasing Services shall give five (5) days prior written notice of termination to the CONTRACTOR, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the Agreement are terminated, the CONTRACTOR has the right to withdraw, without adverse action, from the entire Agreement.
- 15.2 Unless directed differently in the Notice of Termination, the CONTRACTOR shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the successful CONTRACTOR shall terminate outstanding orders and/or subcontracts related to the terminated work.
- 15.3 Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination.

ARTICLE 16 - UNCONTROLLABLE FORCES

- 16.1 Neither the AUTHORITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 16.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 17 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State court of competent jurisdiction located in Palm Beach County. With the exception of the choice of law and venue provisions contained herein, no remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 18 - NON-DISCRIMINATION

CONTRACTOR assures and certifies that it shall comply with Title VII of the Civil Rights Act of 1964, as amended, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or gender identity or expression.

ARTICLE 19 - WAIVER

A waiver by either AUTHORITY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 20 - SEVERABILITY

20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20.2 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

ARTICLE 21 - ENTIRETY OF AGREEMENT

The AUTHORITY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and CONTRACTOR pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 22 - MODIFICATION

The Agreement may not be modified unless such modifications are evidenced in writing signed by both AUTHORITY and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

AUTHORITY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. CONTRACTOR shall not assign this Agreement without the express written approval of the AUTHORITY via executed amendment.

ARTICLE 24 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 - TRUTH-IN-NEGOTIATION CERTIFICATE

- 25.1 Execution of this Agreement by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.
- 25.2 The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. The AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 26 - OWNERSHIP OF DOCUMENTS

CONTRACTOR shall be required to cooperate with other contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for its use and/or distribution as may be deemed appropriate by the AUTHORITY.

ARTICLE 27 - PUBLIC RECORDS, ACCESS AND AUDITS

- 27.1 It is the intent of this Article to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended effective July 1, 2016.

27.2 DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:

**RECORDS MANAGER
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FL. 33412
561-640-4000 EXT. 4210
RECORDS CUSTODIAN@SWA.ORG**

- 27.3 The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work, in accordance with the timeframes and classifications for records retention as per the General Records Schedule GS1-SL for State and Local Government Agencies (see: <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>) after completion or termination of this Contract. The AUTHORITY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.
- 27.4 Notwithstanding anything herein to the contrary, the CONTRACTOR expressly acknowledges that: i) it is providing a specific service to the AUTHORITY in the performance of this Contract; ii) acting on behalf of the AUTHORITY in the performance of this Contract; iii) that it has read and is familiar with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended, and both understand its responsibility and obligation to comply with this law; and iv) to the extent any question(s) arise regarding its duties to produce public records, it shall contact the Records Manager with same.
- 27.5 Any public records requests directed to, or related in any way to this contract shall be directed solely to the Records Manager. If the requested records are not in the possession of the Records Manager they shall immediately notify the CONTRACTOR and the CONTRACTOR must provide the records or allow access to the records within a reasonable time. A CONTRACTOR who fails to provide the records to the public

agency within a reasonable time may be subject to penalties under Florida Statutes (F.S) §119.10, and §119.10(2) provides that a person who willfully and knowingly violates the Public Records Act commits a misdemeanor of the first degree, which is punishable by up to a year in jail and a fine not to exceed \$1,000.

27.6 Therefore, the CONTRACTOR is required to:

- 1) maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service;
- 2) provide the public with access to public records on the same terms and conditions that the AUTHORITY would provide the records and at a cost that does not exceed the cost provided by Florida law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the AUTHORITY, all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. When requested by the AUTHORITY, either during performance of the contract or after termination or completion of the contract, all records stored electronically must be provided to the AUTHORITY in a format that is compatible with the information technology systems of the AUTHORITY.

27.7 Failure of the CONTRACTOR to comply with these requirements shall be a material breach of this Contract.

27.8 CONSULTANT shall maintain financial and program records to justify all charges and costs incurred in performing the work for at least three (3) years following final payment by the AUTHORITY as Federal Emergency Management Agency sub-grantee as required by 2 CFR 200.333. The AUTHORITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit

27.9 In the event records retention requirements in Florida Statutes Chapter 119 and 257 exceed those of FEMA, the records shall be retained to comply with State of Florida requirements.

ARTICLE 28 – OFFICE OF INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal Agreement (ILA) for Inspector General Services. This agreement provides for the Inspector General to provide services to the AUTHORITY in accordance with the AUTHORITY, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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ARTICLE 29 - NOTICE

- 29.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To AUTHORITY

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412

Attention: Mark Eyeington, Chief Operations Officer
Office No.: 561-640-4000 Ext. 4513 Fax No.: 561-640-3400 E-Mail: meyeington@swa.org

As To CONTRACTOR

Bergeron Emergency Services
16912 SW 69th Place
Ft. Lauderdale, Florida 33332

Attention: Ronald M. Bergeron, Jr., President
Office No.: 954-680-6100 Fax. No: 866-757-7656 E-Mail: shannmunoz@gmail.com

- 29.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.
- 29.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and AUTHORITY.

ARTICLE 30 - CONTRACT ADMINISTRATION

Services of CONTRACTOR shall be under the general direction of **Mark Eyeington, Chief Operations Officer**, or his/her successor, who shall act as the AUTHORITY'S representative during the term of the Agreement.

ARTICLE 31 - KEY PERSONNEL

CONTRACTOR shall notify AUTHORITY in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. AUTHORITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Brian Thomason, Vice President – Operations
Office No.: 954-680-6100 Cell No.: 954-240-1110 Email: bthomason@bergeroninc.com

Jason Otilige, Operations Manager
Office No.: 954-680-6100 Cell No.: 786-554-3270 Email: Jottilige@bergeroninc.com

Rudy Trabanino, Superintendent
Office No.: 954-680-6100 Cell No.: 954-444-8883 Email: rtrabanino@bergeroninc.com

Christy Fink, Executive Assistant
Office No.: 954-680-6100 Cell No.: 954-549-7871 Email: cfink@bergeroninc.com

ARTICLE 32 - SMALL BUSINESS ENTERPRISE (SBE)

The Governing Board of the AUTHORITY has set 15% as the AUTHORITY'S goal for small business participation in contracts and purchases. CONTRACTOR'S submitted Plan showing how he/she will assist the AUTHORITY in achieving this goal is incorporated into this Agreement as Exhibit C. The AUTHORITY will require periodic documentary proof, acceptable to the AUTHORITY, of the implementation, progress, and final outcome of the proposed Plan. Failure to implement the Plan, or achieve reasonable interim progress, or achieve the final goal reflected in the Plan, may be considered by the AUTHORITY as failure to perform a material provision of this Agreement.

ARTICLE 33 - SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into any Agreement with the AUTHORITY, or performing any work in furtherance hereof, CONTRACTOR hereby certifies that CONTRACTOR and CONTRACTOR'S affiliates, suppliers, sub-contractors, consultants or agents of any type whatsoever who will perform hereunder, have not be placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473. If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this CONTRACTOR may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135.

ARTICLE 34 - AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES

- 34.1 The CONTRACTOR agrees that this Agreement constitutes an offer to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement; should the CONTRACTOR deem it in the best interest of their business to do so.
- 34.2 The Agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from re-solicitation.

ARTICLE 35 - THIRD PARTY BENEFICIARY DISCLAIMER

It is not the intention of this contract to create third party beneficiary status in any person or entity that is not a direct party to the contract awarded as a result of being the successful CONTRACTOR, and no language in the contract should be construed or interpreted as creating a third party beneficiary.

ARTICLE 36 - CONFIDENTIALITY

No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the CONTRACTOR under this Agreement shall be made available to any individual or organization by the CONTRACTOR without prior written approval of the AUTHORITY.

ARTICLE 37 - ESCALATION CLAUSE

- 37.1 The AUTHORITY acknowledges the fluctuating nature of prices. Therefore, on each annual anniversary date of the Agreement, the unit prices may be adjusted upward based on the following formula of indices:
- 37.2 Fifty (50) percent of the price will be adjusted by the average monthly percentage change over the twelve (12) month period ending the May immediately preceding the date for which the price index adjustment is effective in the Consumer Price Index - Urban Wage Earners and Clerical Workers - U.S. City Average - Private Transportation (Series ID CWUR0000SAT1, not seasonally adjusted) as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

- 37.3 Fifty (50) percent of the price will be adjusted by the percentage change in the Average Hourly Earnings of Production Workers (Series ID CEU2000000008) as published by the Bureau of Labor Statistics of the U.S. Department of Labor over the one year period ending the May immediately preceding the date for which the price index adjustment is effective.
- 37.4 In the event that either of these indices is no longer available the parties shall mutually agree to a replacement index. The value of the adjustment will be determined by the AUTHORITY.

ARTICLE 38 - ORDER OF AGREEMENT ACTIVATION / LOCATION ASSIGNMENT

The CONTRACTORS have entered into contingent Agreements with the AUTHORITY for Hurricane/Disaster Debris Removal, Reduction and Disposal. The Agreements awarded will be activated on an as needed basis as solely determined by the AUTHORITY. The AUTHORITY intends to activate the CONTRACTORS in the order of the Selection Committee ranking, as best meets the needs of the AUTHORITY. The AUTHORITY reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.

ARTICLE 39 - TASK ORDER/PERFORMANCE

Task Orders shall be executed bilaterally and the scope of services and format of Task Order shall be mutually agreed to by the CONTRACTOR and AUTHORITY. Performance will be measured by the metrics established in each Task Order. After 1/3 and again after 2/3 of the stipulated number of days of work in the Task Order have elapsed, the CONTRACTOR(s) shall provide a written progress report to the AUTHORITY for review and acceptance. The AUTHORITY shall have the right to correct for CONTRACTOR default or underperformance by any means it deems in its best interest. CONTRACTOR will be required to provide a daily report of quantity of work performed under each Task Order. The daily report shall be submitted by 11:00 a.m. or earlier the following morning.

ARTICLE 40 - BONDS

CONTRACTOR shall maintain a Proposal Bond in the sum of \$500,000. The CONTRACTOR'S Proposal Bond will be returned to the CONTRACTOR in exchange for and acceptance of an appropriate size bond as determined by the AUTHORITY after assessment of damage and definition of the CONTRACTOR'S scope of service. In case of hurricane caused damage, a Category I storm would require a \$2,000,000 Bond, a Category II would require a \$4,000,000 Bond, a Category III would require a \$6,000,000 Bond, a Category IV would require an \$8,000,000 Bond, and a Category V would require a \$10,000,000 Bond. The Bond required would be a Performance and Payment Bond, Exhibit I. The cost of the Bond is included in the unit rates in the Fee Schedule, Exhibit B. The CONTRACTOR shall maintain the Proposal Bond in effect until the Performance and Payment Bond is submitted to and accepted by the AUTHORITY. If the CONTRACTOR fails to supply a Performance and Payment Bond, the AUTHORITY shall be entitled to retain the Proposal Bond to rectify the CONTRACTOR'S unacceptable performance. Pending successful annual CONTRACTOR re-certification, the Proposal Bond shall be in effect for the entire term of the Contract except for the period(s) of time when a Performance and Payment Bond is in effect.

ARTICLE 41 - BUY AMERICA REQUIREMENTS

The CONTRACTOR agrees to comply with the requirements of the Federal Buy America law (See 23 U.S.C. 313, ISTEA Sections 1041(a) and 1048(a), as they may be amended from time to time), as they relate to Federal-aid contracts and the use of steel and iron produced in the United States. A description of the requirements of Buy America is set forth in Exhibit H, which is attached hereto and incorporated by reference as part of this Agreement. CONTRACTOR shall provide a certification statement regarding the origin of all materials or products covered under the Buy America provisions and used in its performance of the Agreement in accordance with the requirements of law and the AUTHORITY, FDOT, and FEMA, to the extent applicable.

ARTICLE 42 - DISADVANTAGED BUSINESS ENTERPRISES

- 42.1 This provision shall supplement Article 32 of the Agreement. The Agreement is subject to the requirements of 49 CFR Part 26. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The CONTRACTOR shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of this U.S.DOT-assisted contract. Failure by the CONTRACTOR to carry out these requirements is a material breach of Agreement, which may result in the termination of this Agreement or such other remedy as the AUTHORITY deems appropriate, including but not limited to the withholding of payments. Each subcontract the CONTRACTOR signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13.) Upon request, the CONTRACTOR will provide the AUTHORITY with a copy of each subcontract it enters into.
- 42.2 The CONTRACTOR is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than thirty (30) days after the CONTRACTOR'S receipt of payment for that work from the AUTHORITY. The CONTRACTOR may not hold any retainage from its subcontractors unless pursuant to an agreement approved by the AUTHORITY. The CONTRACTOR shall return all retainage payments withheld within thirty (30) days after the subcontractor's work has been satisfactorily completed.
- 42.3 The CONTRACTOR shall, on a monthly basis, submit payment certifications, including a certification regarding their truth and accuracy, for all payments it is seeking and certifications from all subcontractors indicating who has been paid and how. The certifications shall comply with all Federal and State requirements regarding the reporting of DBE participation. The CONTRACTOR shall, if required by the AUTHORITY or FDOT, report its DBE participation monthly on the Equal Opportunity Reporting System located on the Florida Department of Transportation's (FDOT) website found at www.bipincwebapps.com/bizwebflorida/. Audits may be conducted to review payments to DBE subcontractors. The CONTRACTOR will fully cooperate with the AUTHORITY, FDOT or FEMA regarding the monitoring of subcontractors and payments made thereto.

ARTICLE 43 – CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 43.1 This Agreement is a covered transaction for purposes of 49 CFR Part 29. Accordingly, the CONTRACTOR shall verify that neither the CONTRACTOR, nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified from participation in this Agreement as defined at 49 CFR 29.940 and 29.945.
- 43.2 The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the term of this Agreement. The CONTRACTOR must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. CONTRACTOR'S certification is a material representation of fact relied upon by the AUTHORITY. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to the AUTHORITY, the State or Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR further agrees that it will include a provision requiring such compliance in all of its subcontracts or lower tier covered transactions.

ARTICLE 44 - ACCESS TO RECORDS AND THEIR RETENTION

- 44.1 This provision shall supplement Article 27 of the Agreement. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Agreement for at least five (5) years after completion or termination of this Agreement or FDOT's closure of an "emergency event" with the Florida Division of Emergency Management, whichever comes last, except in the event of litigation or settlement of claims arising from the performance of the Agreement, the CONTRACTOR agrees to maintain said records until all litigation, claims, appeals or exceptions related thereto have been resolved.

The records shall be maintained at a location in Palm Beach County, Florida or such other location in Florida approved by the AUTHORITY.

- 44.2 The CONTRACTOR shall make all of its books, records, and other documents related, in any manner to its or its subcontractors' performance of the Agreement, available to the AUTHORITY and any other funding entity (e.g., FDOT, FEMA, the Comptroller General of the U.S. or any of their authorized representatives) for the purpose of examination, audit, reproduction, excerpts and transcripts, during normal business hours, at the CONTRACTOR'S place of business or if CONTRACTOR'S place of business is not located in Palm Beach County, then at the location for maintenance of records referenced above. The CONTRACTOR shall also require its subcontractors to make their books, records and documents available for examination, audit, reproduction, excerpts, and transcripts, for the same duration and in the same manner, and at or near the same locations required herein of CONTRACTOR.

ARTICLE 45 - AUDIT REQUIREMENTS

This provision shall supplement Article 27 of the Agreement. The CONTRACTOR agrees that audits may be undertaken of its records related to its performance of the Agreement as may be authorized or required under OMB Circular A-133, as revised. The CONTRACTOR agrees that it will comply and fully cooperate with the AUTHORITY and any State and/or Federal funding agency(ies), including but not limited to FDOT, Florida's Auditor General, FEMA, or any of their authorized representatives, in any audit or monitoring procedures or processes any such entity(ies) may undertake related to CONTRACTOR'S performance of the Agreement.

ARTICLE 46 - NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The CONTRACTOR shall cooperate with the AUTHORITY, FDOT and FEMA so as to assure that all activities related to the performance of this Agreement comply with the requirements of the National NEPA of 1969, as amended, and the regulations and guidance related thereto.

ARTICLE 47 - AMERICANS WITH DISABILITIES ACT

The CONTRACTOR does hereby represent and certify that it will comply with all of the requirements of the Americans with Disabilities Act of 1990 (42 USC 12102, *et seq.*), as it may be amended, and all applicable implementing regulations of the U.S. DOT, FEMA and other Federal-aid agencies.

ARTICLE 48 - COMPLIANCE WITH TITLE VI, TITLE VII AND OTHER FEDERAL LAWS AND REGULATIONS

The CONTRACTOR does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 USC 2000d, *et. seq.* and 3601 *et.seq.*), and the Age Discrimination and Employment Act of 1967 and Section 303 of the Age Discrimination Act of 1975, as amended (42 USC 6102), and all applicable Federal laws and regulations, policies, procedures and directives of the U.S. DOT, FEMA, and/or other Federal-aid agencies, as they may be promulgated and amended from time to time.

ARTICLE 49 - CONVICT LABOR PROHIBITION

The CONTRACTOR does hereby represent and certify that it will comply with the convict labor prohibition in 23 U.S.C. 114, and all implementing regulations thereto.

In Witness Whereof, the Solid Waste Authority of Palm Beach County, at a regular meeting thereof, by action of the AUTHORITY Board authorizing and directing the foregoing be adopted, has caused these presents to be signed by its Executive Director, and Bergeron Emergency Services has executed this agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:

1. Kathy Lucas
2. Barbara Howell

By: Mark M. Hammond
Mark Hammond
Executive Director

Approved as to Form and Legal Sufficiency:

By: H. J. Al
General Counsel to the Authority

Attest:

[Signature]
Corporate Secretary

BERGERON EMERGENCY SERVICES:

By: [Signature]
(Corporate Seal)

Witness:

1. _____
2. _____

Name: Brian L. Thomason
Title: Vice President of Operations

Approved by Authority Board on April 12, 2017, Item No. 5.H

SCOPE OF WORK

1. PROJECT DESCRIPTION AND REQUIREMENTS

- A. The CONTRACTOR shall remove and lawfully dispose of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property and public right-of-ways, and to setup and operate Temporary Debris Sites in Palm Beach County, Florida, immediately after a hurricane or other disaster.
- B. The CONTRACTOR submits he/she is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. CONTRACTOR shall assemble, direct, and manage a work force that can complete the debris management operations in 120 days or less. The duration of effort/completion dates of all tasks will be determined jointly by the AUTHORITY and CONTRACTOR. This determination will be set in writing in appropriate Task Order(s).
- C. The CONTRACTOR shall perform all work in accordance with FEMA guidelines in order to maximize recovery of reimbursable expenses. This task shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished.
- D. The CONTRACTOR may be required, at the AUTHORITY'S discretion, to be under the direction of an agent of the AUTHORITY.
- E. While intended to cover debris management needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to Palm Beach County, Florida. The planning standards used for this project are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida.

2. INTRODUCTION

- A. The AUTHORITY'S disaster recovery planning includes considerations for removing and processing the volumes and types of debris expected to be generated by a major disaster such as a hurricane and the procedures for disposing of that debris. The planning approach is formulated in part on the concept of strategic pre-positioning of plans and resources necessary for timely, coordinated recovery operations, including removal of debris from public property and right-of-ways throughout Palm Beach County using a combination of county, municipal, and CONTRACTOR forces.
- B. If activation is required the AUTHORITY intends to activate contracts on an as-needed basis as solely determined by the AUTHORITY. The AUTHORITY intends to activate the CONTRACTORS in the order of final ranking as best meets the needs of the AUTHORITY. The AUTHORITY reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.
- C. The AUTHORITY envisions the need for multiple Agreements to carry out the debris removal and disposal work throughout Palm Beach County. The CONTRACTOR must have the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial AUTHORITY payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. The CONTRACTOR must also have an established management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience in major disaster recovery projects.

- D. The Agreement will be a contingency Agreement that will be activated only in the face of an emergency. As such, no compensation will accrue to the CONTRACTOR unless and until the Agreement is activated either in anticipation of a natural disaster or immediately after such disaster.
- E. The CONTRACTOR will be required to participate in certain AUTHORITY directed disaster recovery training and/or exercises, 1 to 2 days each year, at no cost to the AUTHORITY.
- F. The AUTHORITY does not guarantee a CONTRACTOR will be activated if awarded a standby agreement.

3. WORK OBJECTIVE

3.1 Planning Standard for Debris Removal and Disposal

The AUTHORITY'S goal is to complete the debris removal and disposal process in 120 days. This assumes that the entire area of the county will be accessible within that period. Due to the low elevation and potential for flooding, some areas might not be accessible for several weeks after a major natural disaster. The CONTRACTOR must be aware that it might not be possible to initiate operations in all parts of the county simultaneously immediately after a storm.

3.2 Debris Management

- a. Planning for debris management operations is a function of the AUTHORITY as a supporting agency to the Palm Beach County Department of Engineering and Public Works. The AUTHORITY'S Emergency Management Coordinator will direct the debris removal and disposal operations.
- b. Each CONTRACTOR will serve as a General CONTRACTOR for the purpose of debris removal and disposal operations, and will be able to use his/her own and subcontractor resources to meet the obligations of the Agreement. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. **Notwithstanding, the CONTRACTOR will make every effort to use Small Business Enterprises (SBE), to the maximum extent practicable.**
- c. When a major disaster occurs or is imminent, the AUTHORITY will contact the CONTRACTOR to advise them of the AUTHORITY'S intent to activate the Agreement(s). Debris removal will generally be limited to debris in, upon, or brought to county residential private and public streets and roads, right-of-ways, municipal properties and facilities, and other public sites (this includes debris from customers assessed for residential solid waste and recycling collection services by the AUTHORITY). The CONTRACTOR will be responsible for determining the method and manner of debris removal and lawful disposal operations, consistent with the AUTHORITY'S Debris Management Plan. Disposal of debris will be at AUTHORITY approved Temporary Debris Sites or landfill sites. The CONTRACTOR will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all Temporary Debris Sites.
- d. When a major disaster occurs or is imminent, the AUTHORITY will initially send out an Alert to the selected CONTRACTOR(S). This Alert will serve to activate the lines of communication between the CONTRACTOR representatives and the AUTHORITY. Subsequently, the AUTHORITY will issue the first Task Order which will authorize the CONTRACTOR to send an Operations Manager to the AUTHORITY within 24 hours of receiving such Task Order to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the stipulated work. This first Task Order will also direct the CONTRACTOR to execute the required Performance and Payment Bond. The CONTRACTOR should anticipate receiving this first Task Order 24 to 72 hours before projected landfall of a hurricane. Depending on the nature of the storm and circumstances the AUTHORITY may activate more than one (1) CONTRACTOR.

- e. The general concept of debris removal operations includes multiple, scheduled passes of each site, location, or right-of-way. This will allow residents to return to their properties and bring debris to the private and public right-of-way as recovery progresses. The AUTHORITY will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.
- f. The AUTHORITY will make every effort to identify strategically located Temporary Debris Sites throughout the county prior to a natural disaster. Depending upon the severity of the natural disaster, additional Temporary Debris Sites will be identified as needed.
- g. The CONTRACTOR will operate the Temporary Debris Sites and only CONTRACTOR vehicles and others specifically authorized by the AUTHORITY will be allowed to use the sites. Only one (1) level of subcontractor will be allowed to operate the sites. There will be no multi-tiered subcontractors (sub of a sub) allowed to operate temporary debris sites. The CONTRACTOR is responsible for all activity at temporary debris sites operated by their subcontractor and must have an employee on site at all times to oversee daily operations. The locations of publicly owned sites currently under consideration are shown on Attachment C. Additional sites (privately owned mostly) may become available as plans develop.
- h. The AUTHORITY may also establish designated homeowner drop-off sites. The CONTRACTOR will be responsible for removing all eligible debris from those sites daily at the direction of the Emergency Management Coordinator or designee.
- i. Curbside segregation of debris and disaster-generated or related wastes will be an element of the AUTHORITY'S disaster recovery program. The debris removal and disposal CONTRACTOR will be required to aid in the segregation and waste stream management processes. Any Household Hazardous Waste (HHW) encountered by the debris removal CONTRACTOR is to be set aside. HHW disposal will be the responsibility of the resident. The AUTHORITY will designate HHW drop-off locations.
- j. The following items are considered HHW for the purpose of this Agreement:
 - Used Oil
 - Batteries
 - Paint
 - Aerosol spray cans
 - Pesticides
 - Antifreeze
 - Fluorescent light bulbs
 - Propane tanks (household size)
- k. The CONTRACTOR will setup a lined containment area and separate any HHW inadvertently delivered to a Temporary Debris Site.
- l. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor who will be selected by the AUTHORITY.
- m. Putrescible residential garbage will be collected by AUTHORITY franchise waste haulers and is not to be collected or transported by CONTRACTOR forces.

4. SCOPE OF WORK / OVERVIEW

- A. Specific work authorizations by the AUTHORITY will be through written Task Orders. Task Orders will define the job to be accomplished, location of job, time-frame for completion, rates to be used, etc. Any job with requirements or rates not covered by this Proposal will be negotiated. The AUTHORITY reserves the right to extend operations on a weekly basis. Task Orders will be executed bilaterally. Performance will be by the metrics established in the Task Order(s). After 1/3 and again after 2/3 of the stipulated number of days of work in the Task Order have elapsed, the CONTRACTOR(s) shall provide written progress report to the AUTHORITY for review and acceptance. The AUTHORITY shall have the right to correct for CONTRACTOR'S default or underperformance by any means it deems in its best interest.
- B. The CONTRACTOR shall commence mobilization immediately upon receipt of the mobilization Task Order meeting the following progress patterns: 48 hours- collection activity within assigned Collection Service Area. Within ten (10) calendar days CONTRACTOR shall have 100% of all necessary equipment operating within all Collection Service Areas. This represents a minimum response schedule and does not restrict an earlier response. Subsequently, the AUTHORITY may issue additional Task Orders to define more precisely the work to be accomplished or to authorize additional work. The CONTRACTOR shall perform in accordance with each Task Order in all designated Collection Service Areas established by the AUTHORITY. Each Task Order will be uniquely and sequentially numbered.
- C. The CONTRACTOR is authorized to collect debris during daylight hours, seven (7) days per week. Any deviations from this schedule will require AUTHORITY approval.
- D. The CONTRACTOR must be duly licensed to perform the work in accordance with the State of Florida statutory requirements. The CONTRACTOR shall obtain all permits necessary to complete the work. The CONTRACTOR shall be responsible for determining what permits are necessary to perform under the Agreement. Copies of all permits shall be submitted to the AUTHORITY Emergency Management Coordinator prior to issuance of the first Task Order.
- E. The quantity of work required to complete the Agreement is estimated. The actual effort required may be more or less than the estimated amount shown in the RFP No. 17-204/SLB. Payment will be made in accordance with the Fee Schedule, Exhibit B which is attached hereto and incorporated by reference as part of the Agreement. The output will be verified by the AUTHORITY Emergency Management Coordinator in the daily operational report. Should hourly rates be used to pay for certain equipment then preventative maintenance, not in excess of fifteen (15) minutes in a normal workday, will be paid at the regular hourly rate. Preventative maintenance or down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes will be considered unacceptable work and non-payment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined as the usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered as part of preventative maintenance.
- F. The CONTRACTOR shall be responsible for correcting any notices of violations issued as a result of the CONTRACTOR'S or any subcontractor's actions or operations during the performance of this Agreement. Corrections for any such violations shall be at no additional cost to the AUTHORITY.
- G. The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private contractor.
- H. The CONTRACTOR shall provide contact information for all key personnel to the AUTHORITY that shall include name, phone number, cellular phone number and email address. The CONTRACTOR and its agents shall respond in a timely manner to all AUTHORITY inquiries at all times.

5. SCOPE OF WORK IN DETAIL

This section is divided into three (3) subsections:

- **Debris Removal and Disposal Operations** from residential public and private streets, roads and right-of-ways and delivered to a Temporary Debris Site.
- **Temporary Debris Site Operations** which includes daily operations as well as reclamation of the site to its pre-storm condition or as directed by the AUTHORITY Emergency Management Coordinator.
- **Processing, Loading and Hauling Material** from Temporary Debris Site to final destination.

5.1 Debris Removal and Disposal Operations

5.1.1 General

- a. The purpose of this section is to define the requirements for debris removal and disposal operations after any catastrophic disaster within Palm Beach County. The AUTHORITY intends to designate zones for collection and disposal of debris. CONTRACTORS will be tasked with a service area(s) for this specific work.
- b. For work performed on a Time and Materials basis, all hourly equipment rates shall include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, and all other costs associated with the equipment including labor and operator.

5.1.2 Services

- a. The CONTRACTOR shall provide equipment, operators and laborers for debris removal operations. The CONTRACTOR shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under this Agreement.
- b. All rates are to include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, lodging and all other costs.
- c. The work shall consist of clearing and removing disaster generated debris as directed by the AUTHORITY Emergency Management Coordinator. CONTRACTOR shall provide collection equipment the day following a natural disaster or as directed by the AUTHORITY and shall provide equipment sufficient to collect a minimum of 50,000 cubic yards of debris per day within ten (10) calendar days of collection commencement (Past AUTHORITY natural disaster cleanup records show that ten (10) days' following disaster, 95,000-126,000 cubic yards of debris was collected per day). Failure to provide sufficient equipment necessary to collect required amount may result in the AUTHORITY entering into a separate agreement with another contractor for collection services.

5.1.2.1 Collection of Storm Generated Residential Vegetation and Construction and Demolition Debris

- i. It is the AUTHORITY'S goal to ensure that Vegetation and Construction/Demolition debris remain separate task orders for the collection of Vegetation and Construction loads. Mixing of loads by the CONTRACTOR at the road right of way will not be tolerated.

- ii. Work may include:
 - First pass to clear debris from emergency evacuation routes, access roads to critical facilities and all primary roadways.
 - Clearing debris from residential private and public road right of ways.
 - Loading the debris.
 - Hauling the debris to an approved Temporary Debris Site or an authorized landfill.
 - Dumping the debris at the Temporary Debris Site or at an authorized landfill.
- iii. Debris delivered to a Temporary Debris Site or authorized landfill will be paid based on the per cubic yard price according to the Fee Schedule, Exhibit B.

5.1.2.2 Hourly Rate Clearing

- i. From 0-70 hours following a disaster CONTRACTOR, as designated by the AUTHORITY, shall provide the clearing services on an hourly rate that shall include the following:
 - Clear debris from emergency evacuation routes, access roads to critical facilities, and primary roadways.
 - Perform emergency removal of debris if needed for life-saving measures.
 - Conduct daily briefings with debris managers and other officials to update progress and discuss issues.
 - Develop a traffic control plan along potential haul routes and at debris management and disposal sites.
- ii. The CONTRACTOR shall not move from one designated Collection Service Area to another area without prior approval from the AUTHORITY Emergency Management Coordinator or designee. CONTRACTORS and/or subcontractors that move to a designated Collection Service Area without prior AUTHORITY approval may be terminated immediately. The AUTHORITY reserves the right to relocate CONTRACTOR to other Collection Service Areas based on need and ability to perform required work at an acceptable level. The AUTHORITY reserves the right to immediately terminate CONTRACTOR and any subcontractor who fails to provide service in accordance to guidelines set forth by FEMA and the AUTHORITY.
- iii. The AUTHORITY or designee shall forward all claims of damage to the CONTRACTOR daily. CONTRACTOR shall provide all contact information, including name, phone number, cellular phone number, fax number and email address, for personnel responsible for resolving all claims of damage. CONTRACTOR must respond to all claims of damage within 24 hours and resolve within ten (10) calendar days. Mailboxes must be repaired or replaced within two (2) calendar days. CONTRACTOR is responsible for all damage caused by his crew and/or subcontractors in the performance of debris removal.
- iv. In the event the CONTRACTOR fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided within this Agreement, the AUTHORITY or designee may arrange for the repairs and assess the CONTRACTOR for the cost of the repairs and any applicable administrative charges. Any disputes as to damage responsibility will be presented to the Emergency Management Coordinator or designee for review. The decision of the Emergency Management Coordinator or designee will be final.

5.1.3 Equipment

- a. All trucks and equipment must be in compliance with all applicable federal, state, and local rules and regulations. Trucks used to haul debris must be capable of rapidly dumping their load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport that will permit the trucks to be filled to capacity. Cyclone fence may be used as temporary tailgates if they comply with the following specifications:
 - Fencing must be permanently attached to one side of the truck bed.
 - After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire.
 - Fencing must extend to the bottom of the bed.
 - After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations.
 - Solid iron metal bars must be secured to both sides of the fencing.
 - There shall be no hand loaded equipment allowed.
- b. The AUTHORITY or designee shall complete certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the CONTRACTOR. Maximum volumes may be rounded up to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the placards affixed to each piece of equipment. The AUTHORITY reserves the right to re-measure trucks and trailers at any time to verify reported capacity. If a truck and/or trailer are re-measured and the yardage capacity is determined to be lower, the lower yardage volume will be retro to the initial load and total volume adjusted accordingly.
- c. All trucks and trailers utilized in hauling debris shall be equipped with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. If installed, all sideboard extensions must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All extensions to the bed are subject to acceptance or rejection by the AUTHORITY Inspector.
- d. Trucks or equipment designated for use under this Agreement shall not be used for any other work during working hours. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated Collection Service Area during the period of this Agreement. Under no circumstance will the CONTRACTOR mix debris hauled for others with debris hauled under this Agreement. Failure to comply will result in no payment to CONTRACTOR and operator and vehicle will be declared ineligible to provide any additional emergency debris collection services. Any and all unapproved changes to placard will result in no payment to CONTRACTOR and operator and vehicle will be declared ineligible to perform any additional emergency debris collection services.

5.1.4 Securing Debris

The CONTRACTOR shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during

loading and secured during transport. Tarps or other coverings shall be provided by the CONTRACTOR to prevent materials from falling or being blown from the bed. Loads not properly tarped or otherwise covered will not be allowed to dispose at any AUTHORITY approved temporary debris site which may result in non-payment to CONTRACTOR.

5.1.5 Equipment Signage

Prior to commencing operations, the AUTHORITY or designee shall affix to each piece of equipment, signs or markings indicating the Owner Operator's name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Each operator shall keep AUTHORITY certification with them at all times. Placards must remain on both sides of equipment.

5.1.6 Other Considerations

- a. The CONTRACTOR shall assign and provide an Operations Manager (OM) to the AUTHORITY Debris Management Center to serve as the principal liaison between the AUTHORITY Emergency Management Coordinator or designee and the CONTRACTOR'S forces. The assigned OM must be knowledgeable of all facets of the CONTRACTOR'S operations and have authority in writing to commit the CONTRACTOR. The OM shall be on call 24 hours per day, seven (7) days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and make arrangements for onsite accommodations. This linkage shall provide immediate contact via cell phone, Fax machine, and have Internet capabilities. The OM will participate in daily meetings and disaster exercises, functioning as a source to provide essential element information. The OM will report to the AUTHORITY Emergency Management Coordinator or designee. This position will not require constant presence; rather the OM will be required to be physically capable of responding to the AUTHORITY Emergency Management Coordinator within 30 minutes of notification.
- b. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.
- c. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the CONTRACTOR'S personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- d. Payment for debris hauled will be based on the quantity of debris hauled in cubic yards. Debris hauled to a Temporary Debris Site will require a validated load ticket. Drivers will be given an electronic or paper load tickets at the loading site by an AUTHORITY loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the Temporary Debris Site by an AUTHORITY Temporary Debris Site monitor. The estimated quantity will be recorded on the electronic or paper load ticket. The AUTHORITY Temporary Debris Site monitor will retain one copy of the paper load ticket and the driver will retain the remaining copies of the load ticket. Debris being hauled to a permanent landfill will be paid based on cubic yards recorded on an approved electronic or paper load ticket. Payment will be made against the CONTRACTOR'S invoice once site monitor and CONTRACTOR load tickets and/or scale tickets match. Load tickets not properly completed and signed will not be paid.

5.2 Temporary Debris Site Operations

5.2.1 General

- a. The purpose of this section is to define the requirements for Temporary Debris Site Operations after any catastrophic disaster within Palm Beach County.
- b. The CONTRACTOR shall use only Temporary Debris Sites designated by the AUTHORITY Emergency Management Coordinator.
- c. The Temporary Debris Site foreman shall direct all dumping operations. Different types of debris shall be kept in separate piles at the Temporary Debris Site. At a minimum, one flag person shall be posted at each Temporary Debris Site for traffic control and to direct unmixed loads to proper location (by debris type) to be dumped. CONTRACTOR shall be responsible for sorting and proper placement of all loads not dumped in appropriate location which results in mixing the once separated debris at no charge to the AUTHORITY.
- d. The CONTRACTOR shall begin grinding vegetative debris within five (5) calendar days of temporary debris site opening date and removing mulch/wood chips within ten (10) calendar days of site opening date. The CONTRACTOR shall begin removal of Construction and Demolition/mixed debris from Temporary Debris Site to an approved final destination within five (5) days of site opening date.

5.2.2 Temporary Debris Site Services

5.2.2.1 Site Setup/Preparation

Site setup/preparation shall be compensated on a time and materials basis in accordance with the hourly rates provided in the Fee Schedule, Exhibit B which is attached hereto and incorporated by reference as part of the Agreement. Site set-up/preparation includes: clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, limerock or crushed concrete access roads, sodding, and any other similar activity necessary to make the site usable for its intended purposes.

5.2.2.2 Temporary Debris Site Operations and Material Processing

- i Temporary Debris Site operations and material processing shall be compensated in accordance with the unit prices provided in the Fee Schedule, Exhibit B. The CONTRACTOR shall provide equipment, operators, and laborers for Temporary Debris Site operations as specified by Task Order. Unit prices provided in the Fee Schedule, Exhibit B, shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, lodging and insurance) all equipment under this Agreement. Each Inspection Tower shall be equipped with two (2) portable toilets. Toilets shall be provided immediately upon completion of tower assembly. CONTRACTOR shall provide a water truck for the purpose of applying to site surface to minimize dust. The AUTHORITY shall provide a front-load garbage container and collection service of the container at each Temporary Debris Site. CONTRACTOR shall be responsible for cleaning up all trash and litter generated on the site from daily operations and depositing into the container for collection. The entrance roadway and surrounding area within ½ mile of the site's entrance shall be

cleaned daily by the CONTRACTOR. All pre-storm identified sites shall be opened by the CONTRACTOR within three (3) calendar days after receiving approval from the AUTHORITY to operate the debris site. Failure to open sites with proper equipment and necessary personnel will result in liquidated damages of \$10,000 per day. All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, lodging, and any other costs. The work shall consist of managing the operations of a Temporary Debris Site and performing debris reduction by air curtain incineration and/or grinding of storm generated debris as directed by the AUTHORITY Emergency Management Coordinator.

- ii The AUTHORITY plans to use two types of Temporary Debris Sites.
 - Vegetative Temporary Debris Sites will be devoted to the reduction of clean woody debris by either burning or grinding. The AUTHORITY expects the material to be recycled and or beneficially re-used if processed by grinding.
 - Depending upon the size and type of devastation the AUTHORITY may require a separate Construction & Demolition (C&D) staging area, mixed debris staging area and a separate Household Hazardous Waste staging area. The AUTHORITY requests that CONTRACTOR implements recycling and or reduction programs to minimize the quantity of construction debris material to be land filled.
- iii Material coming into the Vegetative or C&D Temporary Debris Sites will be measured and paid for by the cubic yard according to the Fee Schedule, Exhibit B. Material removed and transported from a C&D Temporary Debris Site will be measured and paid by the cubic yard according to the Fee Schedule, Exhibit B.
- iv. Locations of all Temporary Debris Sites will be approved by the AUTHORITY. The AUTHORITY Emergency Management Coordinator must approve site improvements before work begins and any costs, other than those in the Fee Schedule, Exhibit B that might have been negotiated under a Task Order shall be documented for payment.
- v. Material processed at a Temporary Debris Site by either grinding or burning will be measured using cubic yards from incoming load tickets. Material entering a Debris Management Site will be deposited in manageable piles.

5.2.3 Reporting

- a. The CONTRACTOR shall submit a report to the AUTHORITY Emergency Management Coordinator or designee by close of business each day of the term of the Task Order. Each report shall contain, at a minimum, the following information:
 - Contractor's Name
 - Contract Number
 - Daily and cumulative hours for each piece of equipment, *if appropriate*
 - Daily and cumulative hours for personnel, by position, *if appropriate*
 - Volumes of debris handled
- b. Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject CONTRACTOR to non-payment in each instance at the sole discretion of the AUTHORITY.

5.2.4 Other Considerations

- a. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- b. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. In the event a Temporary Debris Site must be closed due to CONTRACTOR equipment or operational failures, CONTRACTOR shall be liable for liquidated damages in the amount of \$25,000.00 per day for every day the site has to remain closed.

5.2.5 Debris Clearance (for access) from Right-of-Ways and Public Property

- a. The AUTHORITY provides support to Palm Beach County Government for Debris Management, including the clearance (moving debris from the middle of the road, etc.) of debris from right-of- ways and public property. Palm Beach County intends to perform debris clearance for access with its own forces or under existing contractual Agreements between the County and local firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner.
- b. This debris clearance is to be considered supplemental and optional service. It is anticipated that debris clearance activities would be conducted, if needed, on a time and material basis using the rates in the Fee Schedule, Exhibit B.

5.3. Processing, Loading and Hauling Material

- a. CONTRACTOR shall provide all necessary labor, material and equipment to process, load and haul wood chips and construction and/or mixed debris from Temporary Debris Sites in Palm Beach County to final destination for disposal as directed by the AUTHORITY. The AUTHORITY reserves the right to contract with other firms to process, load and haul wood chips and construction and/or mixed debris to a final destination as may best meet the needs of the AUTHORITY. All wood chips, construction and/or mixed debris shall be disposed of in accordance with all Local, State of Florida and Federal guidelines.
- b. CONTRACTOR will provide detailed listing to the AUTHORITY of the following:
 - 1. Quantity (loads and cubic yards)
 - 2. Owner information
 - 3. Site where mulch and Construction/Demolition debris is disposed, to include address/GPS location.

6. MISCELLANEOUS REQUIREMENTS**6.1 Temporary Debris Site Foreman**

- a. The Temporary Debris Site foreman must be an employee of the CONTRACTOR and is responsible for management of all operations of the site to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety.
- b. The Temporary Debris Site foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the AUTHORITY Emergency Management Coordinator or designee.

6.2 Temporary Debris Site Night Foreman

- a. The Temporary Debris Site night foreman must be an employee of the CONTRACTOR and is responsible for managing all night operations approved by the AUTHORITY.
- b. The Temporary Debris Site night foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the AUTHORITY Emergency Management Coordinator or designee.

6.3 Temporary Debris Site Management Plan

- a. Once the Temporary Debris Site is identified by the AUTHORITY, the CONTRACTOR will provide a Site Management Plan.
- b. Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address the following functions:
 - Access to site
 - Site preparation -clearing, erosion control, and grading
 - Traffic control procedures
 - Safety
 - Segregation of debris
 - Location of ash disposal area, hazardous material containment area, CONTRACTOR work area, and inspection tower
 - Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures
 - Location of existing structures or sensitive areas requiring protection

6.4 Inspection Tower

The CONTRACTOR shall construct an inspection tower at each Temporary Debris Site within three (3) calendar days of natural disaster. The tower shall be constructed using pressure treated wood or steel scaffold. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2"x 8" joists, 16" O.C. with 3/4" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and 1/2" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Inspection towers must provide a dry area for employees and meet all FEMA OSHA requirements.

6.5 Grinding Operation

The CONTRACTOR shall have grinders on site and in operation within 72 hours of natural disaster. Failure to provide grinder(s) on site in operation within 72 hours shall result in liquidated damages of \$10,000 per day. There shall be no period longer than 24 hours in which grinding activity may stop due to equipment or operational failure. Failure to provide back-up equipment within 24 hours shall result in a \$2,000 fine per hour per approved hours of grinding operation per day until grinding activity resumes.

6.6 Household Hazardous Waste Containment Area

The CONTRACTOR shall construct a hazardous material containment area at each Temporary Debris Site. The area shall be 30' x 30'. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gage plastic to provide a waterproof barrier. Additional plastic sufficient to cover the area is required to prevent rain from entering the containment area. Site run-off must be redirected from the containment area by site grading.

7. PERFORMANCE OF CONTRACTOR

- A. It is the intent of this Agreement to ensure that the CONTRACTOR provides a quality level of services. To this end, all complaints received by the Emergency Management Coordinator or designee, and reported to the CONTRACTOR shall be promptly resolved pursuant to the provisions of this Agreement.
- B. The Emergency Management Coordinator or designee may levy administrative charges for the following infractions:
 - 1. Failure to open pre-storm identified sites within three (3) calendar days of after being tasked by the AUTHORITY liquidated damages of \$10,000 per day for each day not opened.
 - 2. Closure of Temporary Debris Site due to CONTRACTOR equipment or operational failures liquidated damages of \$25,000 per day, for each day site must remain closed.
- C. Failure to provide back-up grinders within 24 hours of equipment breakdown liquidated damages of \$2,000 per hour per approved grinding hours of operation per day.
- D. CONTRACTOR may also be subject to non-payment and liquidated damages of \$200 for each of the following infractions:
 - 1. Failure to provide audit quality information by 5:00 p.m. of the following day of operation.
 - 2. Loads not properly tarped or otherwise covered.
 - 3. Mixing debris hauled from other sources with debris hauled under this Agreement.
 - 4. Mixing vegetation debris with C & D material.
- E. CONTRACTOR may be immediately terminated and not paid for the following:
 - 1. Collection of any non-eligible, non-AUTHORITY approved stumps or debris.
 - 2. Moving to another designated Collection Service Area without prior AUTHORITY approval.
 - 3. Failure to provide service in accordance to guidelines set forth by FEMA and the AUTHORITY.
 - 4. Soliciting work from private citizens or others to be performed in the designated Collection Service Area during the period of this Agreement.
 - 5. Alteration of placards placed on certified trucks and/or trailers.
- F. Any disputes regarding Performance of Contractor will be presented to the Emergency Management Coordinator or designee for review. The Emergency Management Coordinator or designee shall complete review and make determination within three (3) calendar days. Decisions of the Emergency Management Coordinator or designee shall be final.

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FEE SCHEDULE

VOLUME BASED PRICING FOR 3,000,000 CUBIC YARD (CY) DEBRIS DISASTER

ITEM/DESCRIPTION	ESTIMATED QUANTITY	UNIT	PRICE PER CY	EXTENSION
1.0 Public Property and Right of Way Collection, Loading and Hauling to a designated Temporary Debris Site.				
A. Vegetation	2,500,000	CY	\$9.05	\$22,625,000.00
B. Construction Debris / Mixed Debris	500,000	CY	\$11.50	\$5,750,000.00
2.0 Temporary Debris Site operation to include placement of monitoring towers, portable toilets, keeping on-site and adjacent roads area clean of trash and garbage, debris acceptance, pile management, and phase I reclamation.	3,000,000	CY	\$1.25	\$3,750,000.00
3.0 Processing of debris through grinding and/or chipping.	2,500,000	CY	\$1.95	\$4,875,000.00
4.0 Loading, hauling and disposing wood chips to final destination. <i>(This rate includes disposal cost)</i>	1,000,000	CY	\$9.00	\$9,000,000.00
5.0 Volume reduction through air curtain incineration.	2,500,000	CY	\$2.00	
6.0 Loading and hauling of construction debris and/or mixed debris from Temporary Debris site to a permitted C&D recycling facility or any other designated Disposal Facility. <i>(This rate shall not include disposal cost). Miles from TDRS to final destination – 1 way.</i>				
A. 0 ≤ 20 miles	500,000	CY	\$4.50	
B. > 20 ≤ 50 miles	500,000	CY	\$6.25	
C. > 50 ≤ 80 miles	500,000	CY	\$9.75	
D. > 80 ≤ 110 miles	500,000	CY	\$15.00	
E. > 110 ≤ 200 miles	500,000	CY	\$16.00	
AVERAGE: (Item 6.0 A-E)			\$10.30	
AVERAGE (Item 6.0 A-E) x 500,000 CY =				\$5,150,000.00
TOTAL PRICE: (Items 1.0 - 4.0; 6.0)				\$51,150,000.00

Unit Prices, unless otherwise indicated, shall include all labor (operators, laborers, supervisors) and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants, cellular phones, transportation, and housing, if required, necessary to accomplish the project. The quantities and distributions are estimated. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster.

Assumptions: 3,000,000 cubic yards of debris consisting of 2,500,000 cubic yards of vegetation debris and 500,000 cubic yards of mixed debris.

FEE SCHEDULE

HOURLY RATES

DEBRIS MANAGEMENT SITE SET-UP AND CLOSURE AND DEBRIS CLEARANCE FOR ACCESS - OPTIONAL USE BY COUNTY AND OTHER GOVERNMENTAL ENTITIES			
EQUIPMENT AND LABOR RATES			
EQUIPMENT TYPE	HOURLY EQUIPMENT RATE	HOURLY LABOR RATE	TOTAL HOURLY RATE
Bobcat Loader	\$38.00	\$30.00	\$68.00
Crew Foreman w/ Cell Phone and Pickup	\$24.50	\$55.00	\$79.50
Dozer, Tracked, D5 or similar	\$85.00	\$30.00	\$115.00
Dozer, Tracked, D6 or similar	\$95.00	\$30.00	\$125.00
Dozer, Tracked, D7 or similar	\$115.00	\$30.00	\$145.00
Dozer, Tracked, D8 or similar	\$135.00	\$30.00	\$165.00
Dump Truck, 18 CY-20 CY	\$42.00	\$28.00	\$70.00
Dump Truck, 21CY-30 CY	\$47.00	\$28.00	\$75.00
Generator and Lighting	\$45.00	\$0.00	\$45.00
Grader w/ 12' Blade	\$85.00	\$35.00	\$120.00
Hydraulic Excavator, 1.5 CY	\$85.00	\$30.00	\$115.00
Hydraulic Excavator, 2.5 CY	\$100.00	\$30.00	\$130.00
Knuckleboom Loader	\$140.00	\$35.00	\$175.00
Laborer w/ Chain Saw	\$25.00	\$30.00	\$55.00
Laborer w/ small tools, traffic control, flag person	\$5.00	\$25.00	\$30.00
Lowboy Trailer w/ Tractor	\$62.00	\$28.00	\$90.00
Operations Manager w/ Cell Phone and Pickup	\$25.00	\$85.00	\$110.00
Pickup Truck, .5 Ton	\$40.00	\$25.00	\$65.00
Soil Compactor 81 HP+	\$45.00	\$25.00	\$70.00
Soil Compactor to 80 HP	\$35.00	\$25.00	\$60.00
Soil Compactor, Towed Unit	\$46.00	\$25.00	\$71.00
Truck, Flatbed	\$60.00	\$25.00	\$85.00
Tub Grinder, 800 to 1,000 HP	\$420.00	\$35.00	\$455.00
Water Truck	\$55.00	\$25.00	\$80.00
Wheel Loader, 2.5 CY, 950 or similar	\$95.00	\$30.00	\$125.00
Wheel Loader, 3.5-4.0 CY, 966 or similar	\$110.00	\$30.00	\$140.00
Wheel Loader, 4.5 CY, 980 or similar	\$130.00	\$30.00	\$160.00
Wheel Loader-Backhoe, 1.0-1.5 CY	\$95.00	\$30.00	\$125.00

FEE SCHEDULE

UNIT COST

ITEM	HAZARDOUS STUMP REMOVAL, HAULING, AND DISPOSAL	UNIT	UNIT COST
1	6 inch diameter to 12 inch diameter	Stump	\$250.00
2	13 inch diameter to 24 inch diameter	Stump	\$375.00
3	25 inch diameter to 48 inch diameter	Stump	\$525.00
4	49 inch diameter and greater	Stump	\$695.00
5	Stump Fill Dirt – Fill dirt for stump holes after removal	CY	\$10.00
HAZARDOUS TREE REMOVAL, HAULING, AND DISPOSAL			
6	6 inch diameter to 12 inch diameter	Tree	\$225.00
7	13 inch diameter to 24 inch diameter	Tree	\$425.00
8	25 inch diameter to 48 inch diameter	Tree	\$575.00
9	49 inch diameter and greater	Tree	\$695.00

NOTE:

The **AUTHORITY** reserves the right to use this contract to handle small quantities of debris removal, as needed, related to a disaster event that does not qualify for FEMA assistance. This will include any disaster event that produces small quantities of debris.

REMOVAL, AND TRANSPORTING OF DEBRIS TO AN APPROVED SWA DISPOSAL/RECYCLING FACILITY	
EQUIPMENT	DAILY RATE (10 HRS/DAY)
Knuckleboom Loader and Operator	\$1,750.00

The above daily rate shall include all associated costs (direct labor, overhead, profit, supervision, insurance).



PUBLICLY OWNED DEBRIS MANAGEMENT SITES

SWA Temporary Debris Disposal Sites:

SITE	LOCATION
20-Mile Bend / Palm Beach Aggregates *	North side of Southern Boulevard approximately 4 miles west of Lion Country Safari
Belle Glade	West end of West Canal Street, South Belle Glade
Cholee Park	West of Jog Road on the south side of Forest Hill Boulevard across from the entrance to Okeeheelee Park
Cross State Landfill	Pike Road, West Palm Beach
Dyer Landfill (Closed)	South of Beeline Highway on the west side of Haverhill Road
Hooker Highway *	South side of Hooker Highway approximately 1 mile west of the intersection of State Road 80 and 441
Mecca Farms	Approximately 1 mile north of Northlake Boulevard on the east side of Seminole Pratt Whitney Road
Palm Beach Downs	Approximately ¾ mile west of 441 on West Atlantic Avenue
SWA North Jog Road	Located on Jog Road, West Palm Beach
South County Regional Park	Take Glades Road west of 441 approximately 2 miles to Ponderosa Drive and turn north to the site
Wallis Road	Located on the north side of Wallis Road between Haverhill Road and Military Trail

* Private Sites used in the past.

Solid Waste Authority of Palm Beach County
Disaster Debris Removal and Disposal

SOLID WASTE AUTHORITY**OF PALM BEACH COUNTY**

7501 North Jog Road

West Palm Beach, Florida 33412

Telephone: 561-640-4000 • Fax: 561-640-3400



**TASK ORDER
DISASTER DEBRIS MANAGEMENT**

TO _____
Task Order No. _____

In accordance with _____ (Contractor) contract, with the Solid Waste Authority of PBC, Florida, (AUTHORITY) Agreement No. 17-204F for Hurricane/Disaster Debris Removal, Reduction, and Disposal dated _____ the AUTHORITY hereby requests and authorizes the services to be performed on the project as described below:

Project: _____

Specific Work to be performed: _____

Duration of Work (Include Start Date, End Date and Total Calendar Days): _____

Method of Payment: _____

Estimated Cost of this Task Order: \$ _____

Contractor Signature: _____ Date: _____

AUTHORITY Signature: _____ Date: _____

SWA Use Only			
SWA Requestor/Monitor: _____		Date: _____	
SWA Dept. Director: _____		Date: _____	
Vendor No.: _____	Account No.: _____	Project: _____	
Purchasing: _____	Budget: _____	Accounting: _____	

MOBILIZATION SCHEDULE

CONTRACTOR shall commence mobilization of equipment, operators, and laborers immediately upon receipt of a Mobilization Task Order to meet the progress pattern set below.

	Category 1 & 2	Category 3	Category 4	Category 5
Within 24 hours	40%	25%	20%	15%
Within 48 hours	80%	40%	35%	25%
Within 72 hours	100%	75%	50%	45%
Within 96 hours		100%	70%	60%
Within 7 days			90%	80%
Within 10 days			100%	90%
Within 14 days				100%

BUY AMERICA REQUIREMENTS

Source of Supply – Steel and Iron (Federal Aid Contracts Only): For Federal-aid contracts, the Contractor will only use steel and iron produced in the United States, in accordance with the buy America provisions of 23 CFR 635.410. Contractor will ensure that all manufacturing processes for these materials occur in the United States. A manufacturing process is any process that modifies the chemical content, physical shape, size or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, pre-stressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the compensation or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. The Contractor shall provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the finished product was manufactured in the United States in accordance with the requirements of this provision. Such certification shall also include: (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced with the United States except for minimal quantities of foreign steel and iron and specify the actual value of the product. Each such certification shall be furnished to the AUTHORITY prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, Contractor shall furnish invoices to document the costs of such material, and obtain the AUTHORITY'S written approval prior to incorporating the material into the project.

PERFORMANCE AND PAYMENT BOND

BY THIS BOND, WE, _____, Inc., as Principal and _____ a Corporation, as Surety, are bound to the Solid Waste Authority of Palm Beach County, hereinafter referred to as "Authority", in the sum of _____ Dollars (up to \$10,000,000), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Agreement dated _____, 20____ between Principal and Authority for Hurricane/Disaster Debris Removal, Reduction and Disposal, **Agreement No. 17-204F**, the Agreement being made a part of this bond by reference, in the time and in the manner prescribed in the Agreement, and;
2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials and supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement, and;
3. Pays Authority all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Authority sustains because of a default by Principal under the Agreement, and;
4. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement, and;
5. At completion of all work covered by Agreement and Final Payment by Authority to Principal then Principal will replace this Performance and Payment Bond with a Proposal Bond, in the amount of 5% of this Performance and Payment Bond, to be held by the Authority as a guarantee that Principal will provide to the Authority a Performance and Payment Bond in the amount of up to \$10,000,000 on the occasion of a subsequent Task Order in accordance with the above referenced Agreement;

then this bond is void; otherwise it remains in full force.

Surety shall be responsible for any and all liquidated damages imposed by the Authority for the referenced Agreement.

EXHIBIT I

Any changes in or under the Agreement Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes does not affect Surety's obligation under this bond. Any increase in the total Agreement amount as authorized by the Authority shall accordingly increase the Surety's obligation by the same dollar amount of said increase. CONTRACTOR shall be responsible for notification to Surety of all such changes.

See subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.

Signed and sealed this _____ day of _____, 20____.

PRINCIPAL: _____

By: _____
Signature

Name: _____

Title: _____

Address: _____

Telephone: _____

SURETY: _____

By: _____
Signature

Name: _____

Title: _____

Address: _____

Telephone: _____

WITNESS:

1. _____

2. _____

WITNESS:

1. _____

2. _____

NOTE:

Date of Bond must not be prior to date of Agreement. If CONTRACTOR is a Partnership, all partners must execute bond.

IMPORTANT:

Surety companies executing bonds **must** appear and remain on the Treasury Department's most current list (Circular 570 as amended) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida, and be pre-approved by the Authority.

RESOLUTION NO. 2019-34

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND PHILLIPS AND JORDAN, INC., FOR HURRICANE/DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL THROUGH ITS AGREEMENT WITH THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY FOR THE REMOVAL AND DISPOSAL OF HURRICANE / DISASTER DEBRIS; AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town is required to enter into an agreement for services for the removal, reduction and disposal of hurricane and disaster debris; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has certain procurement contracting requirements for the removal and disposal of such debris which the Town must abide by; and

WHEREAS, the Solid Waste Authority of Palm Beach County conducted a procurement of services and entered into an agreement with several qualified contractors, including Phillips and Jordan, Inc., for hurricane/disaster debris removal, reduction and disposal; and

WHEREAS, the Solid Waste Authority of Palm Beach County has given the Town authority to piggyback under its Agreement No. 17-204B with Phillips and Jordan, Inc.; and

WHEREAS, the Town Manager recommends entering into an agreement with Phillips and Jordan, Inc., for hurricane/disaster debris removal, reduction and disposal due to its knowledge of the Town and its roads; and

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to enter into said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Mayor and the Town Manager to enter into an agreement with Phillips and Jordan, Inc., through the Agreement No. 17-204B and the Addendum Letter to Agreement 17-204B, Loxahatchee Groves, with Phillips and Jordan, Inc., both of which are attached hereto and incorporated herein as **Exhibit "A"**, and authorizes the Mayor and the Town Manager to execute same.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing Resolution. Council Member _____ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
DAVE DEMAROIS, VICE MAYOR	☐	☐	☐
LAURA DANOWSKI, COUNCIL MEMBER	☐	☐	☐
LISA EL-RAMEY, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS ____ DAY OF _____ 2019.**

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Dave Demarois

APPROVED AS T LEGAL FORM:

Council Member Laura Danowski

Town Attorney

Council Member Lisa El-Ramey

Council Member Phillis Maniglia

EXHIBIT “A”

**Agreement No. 17-204B between Solid Waste Authority of Palm Beach County and
Phillips and Jordan, Inc.**

and

**Addendum Letter to Agreement 17-204B, Loxahatchee Groves,
with Phillips and Jordan, Inc.**

June 4, 2019

Patrick J. McMullen, President
Phillips and Jordan, Inc.
10201 Parkside Drive, Suite 300
Knoxville, TN 37922

RE: Town of Loxahatchee Groves Letter Contract for Hurricane/Disaster Debris Removal,
Reduction and Disposal Services/Solid Waste Authority Agreement No. 17- 204B with
Phillips and Jordan, Inc.

ADDENDUM LETTER TO AGREEMENT 17-204B, LOXAHATCHEE GROVES

Dear Mr. McMullen:

The Town of Loxahatchee Groves has received authorization from the Solid Waste Authority of Palm Beach County to use its Cooperative Purchasing Procedures in its Agreement No. 17-204B with Phillips and Jordan, Inc., which became effective on May 8, 2017; agreement allows for Cooperative Purchasing Procedures under Article 34. This Letter Contract incorporates all terms and conditions of the SWA Agreement No. 17-204B with Phillips and Jordan, Inc., for hurricane/disaster debris removal, reduction and disposal.

The Town's Contract will be administrated independent of the SWA Agreement. When a major disaster occurs or is imminent, the Town will issue the first Task Order which will authorize Phillips and Jordan to send an Operations Manager to the Town with 24 hours of receiving such Task Order. This first Task Order will also direct Phillips and Jordan to execute the required Performance and Payment Bond. Phillips and Jordan should anticipate receiving this first Task Order 24 – 72 hours before projected landfall of a hurricane.

All notices and invoices to the Town of Loxahatchee Groves shall be delivered to:

Town of Loxahatchee Groves
Attn: Jamie Titcomb
155 F. Road
Loxahatchee Groves, FL 33470
(561) 793-2418

The SWA Agreement No. 17-204B contains provisions relating to Scrutinized Companies. However, pursuant to Section 287.135(3)(b), Florida Statutes, as this contract was entered into

on or after July 1, 2018, the Town has the right to terminate this contract in the event that Bergeron Emergency Services is placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

Please acknowledge your acceptance of this Letter Contract by signing in the space provided below and returning the original to the Town Manager. Please include copies of your insurance documents required in Article 4 of the SWA Agreement, with the Town of Loxahatchee Groves named as additional insured. Your cooperation is appreciated.

If you have any questions, please do not hesitate to contact us.

Submitted by:

Jamie Titcomb
Town Manager

ATTEST

TOWN OF LOXAHATCHEE GROVES

Lakisha Burch
Town Clerk

Mayor Robert Shorr

APPROVED AS TO FORM:

TOWN SEAL

Town Attorney

PHILLIPS AND JORDAN, INC.

Printed Name and Title

ATTEST

Printed Name and Title



AGREEMENT

FOR

**HURRICANE / DISASTER DEBRIS
REMOVAL, REDUCTION AND DISPOSAL**

BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

PHILLIPS AND JORDAN, INC.

AGREEMENT NO. 17-204B

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FLORIDA 33412**

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**HURRICANE / DISASTER DEBRIS
REMOVAL, REDUCTION AND DISPOSAL
AGREEMENT NO. 17-204B**

This Agreement is made and entered into as of May 5, 2017, by and between the **Solid Waste Authority of Palm Beach County**, a special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as **AUTHORITY**) and **Phillips and Jordan, Inc.** (hereinafter referred to as **CONTRACTOR**), a North Carolina Corporation, whose Federal Employer Identification Number is 56-0694573.

Whereas, in accordance with the **AUTHORITY'S** Request for Proposal No. 17-204/SLB, solicited to employ the services of the **CONTRACTOR** for the purpose of providing Hurricane/Disaster Debris Removal, Reduction and Disposal; and,

Whereas, **CONTRACTOR** represents it is capable and prepared to provide such services.

Now, therefore, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be **May 8, 2017 through May 7, 2022**.

Term of Agreement shall be for a five (5) year period, unless otherwise terminated as provided herein. The **AUTHORITY** shall have the option of extending the Agreement for one (1) additional one (1) year period at the same terms and conditions with approval from the **AUTHORITY'S** Governing Board. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties. The continuance of this Agreement from year to year is contingent upon successful annual recertification of the **CONTRACTOR'S** capabilities. The recertification process will be a review of the fiscal (bankruptcy, etc), logistical (equipment availability, etc.), and moral (conviction for environmental crime, conviction for crime against a public entity, etc.) responsibility of the **CONTRACTOR** and a determination by the **AUTHORITY**, based on this review, of whether or not the **CONTRACTOR** continues to be a viable firm to provide the services described in this Contract.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall perform the services as stated in the Scope of Work, Exhibit A, as may be specifically authorized by the **AUTHORITY**. Such authorizations will be referred to as Task Orders. Each Task Order will set forth a specific scope of services, rate/amount of compensation, completion date, and other pertinent details of the task being authorized. The **AUTHORITY**, by virtue of this Agreement, gives the **CONTRACTOR** no guarantee of any work/services or any specific amount of work/services that may be accomplished during the period this Agreement is in full force and effect.

ARTICLE 3 - COMPENSATION

- 3.1 **AUTHORITY** shall pay **CONTRACTOR** in accordance with Fee Schedule, Exhibit B, which is attached hereto and incorporated by reference as part of this Agreement. If needed, compensation may be negotiated as a lump sum or not-to-exceed amount for any Task Order containing a task covered by the scope of work of this Agreement but to which the Fee Schedule cannot readily be applied.
- 3.2 **CONTRACTOR** shall submit semi-monthly invoices for services rendered. Invoices must reference the Task Order number. Invoices shall include a statement of progress and appropriate audit quality detail to satisfy FEMA requirements.

- 3.3 Payment of CONTRACTOR by AUTHORITY is not contingent upon the AUTHORITY being reimbursed by the Federal Emergency Management Agency. Payment to CONTRACTOR will be made for any work directed by the AUTHORITY which is determined by Federal and State agencies to be ineligible for reimbursement.
- 3.4 Each individual invoice shall be due and payable thirty (30) days after receipt of correct, fully documented, invoice by the AUTHORITY. All invoices shall be delivered to:
- Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attention: Accounts Payable, c/o Mary Schultz
- 3.5 In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'S final/last billing to the AUTHORITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the AUTHORITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.
- 3.6 The AUTHORITY will retain 5% of the payment under each Task Order until such time as the entire project is completed to the AUTHORITY'S satisfaction and all sub-contractors and any material suppliers verify that they have been paid.

ARTICLE 4 - INSURANCE

- 4.1 During the performance of the Services under this Agreement, CONTRACTOR shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Florida.
1. **General Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
 2. **Automobile Liability** Insurance with bodily injury limits of not less than \$5,000,000 for each person and not less than \$5,000,000 for each accident and with property damage limits of not less than \$5,000,000 for each accident.
 3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$500,000 for each accident, \$500,000 for each disease, and \$500,000 aggregate.
 4. **Excess Liability** Insurance with limits of not less than \$10,000,000 for each occurrence and annual aggregate.
- 4.2 Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions said exclusions shall be so indicated on the certificate(s) of insurance.
- 4.3 CONTRACTOR shall furnish AUTHORITY **certificates of insurance** which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to the AUTHORITY.
- 4.4 CONTRACTOR shall include AUTHORITY as an **additional insured** on the General Liability, Excess Liability, and Automobile Liability insurance policy required by the Agreement. All of CONTRACTOR'S sub-contractors shall be required to include AUTHORITY and CONTRACTOR as **additional insured** on their General Liability insurance policies.

- 4.5 In the event that sub-contractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the AUTHORITY for any claim in excess of the sub-contractors insurance coverage.
- 4.6 The CONTRACTOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

ARTICLE 5 - STANDARD OF CARE

- 5.1 CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances and CONTRACTOR shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.
- 5.2 The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - INDEMNIFICATION

6.1 **GENERAL**

Having considered the risks and potential liabilities that may exist during the performance of the services and in consideration of the promises included herein, AUTHORITY and CONTRACTOR agree to allocate such liabilities in accordance with this Article 6.

6.2 **INDEMNIFICATION**

The CONTRACTOR shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Agreement.

6.3 **SURVIVAL**

Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

ARTICLE 7 - INDEPENDENT CONTRACTOR

- 7.1 The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the AUTHORITY shall be that of an Independent Contractor and not as employees or agents of the AUTHORITY.
- 7.2 The CONTRACTOR does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this Agreement.
- 7.3 The CONTRACTOR shall not pledge the AUTHORITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 10 - SUB-CONTRACTING

- 10.1 The AUTHORITY reserves the right to accept the use of a sub-contractor or to reject the selection of a particular sub-contractor and to inspect all facilities of any sub-contractor to perform properly under this Agreement. Rejection of any sub-contractor will be based on, but not limited to, negative references, insufficient resources, or conviction of a Public Entity Crime.
- 10.2 If a sub-contractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-contractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new sub-contractor by the AUTHORITY.

ARTICLE 11 - FEDERAL AND STATE TAXES

The AUTHORITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the AUTHORITY will provide an exemption certificate to CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the CONTRACTOR be authorized to use the AUTHORITY'S Tax Exemption Number in securing such materials.

ARTICLE 12 - AVAILABILITY OF FUNDS

The obligations of the AUTHORITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Solid Waste Authority of Palm Beach County.

ARTICLE 13 - AUTHORITY'S RESPONSIBILITIES

AUTHORITY shall be responsible for providing access to all project sites, and providing information on hand required by CONTRACTOR that is available in the files of the AUTHORITY.

ARTICLE 14 - DEFAULT

- 14.1 The AUTHORITY may, by written notice of default to the CONTRACTOR, terminate the Agreement in whole or in part if the CONTRACTOR fails to satisfactorily perform any provisions of this Agreement, or fails to make progress so as to endanger performance under the terms and conditions of this Agreement, or provides repeated non-performance, or does not remedy such failure within a period of ten (10) days (or such period as the Director of Purchasing Services may authorize in writing) after receipt of notice from the Director of Purchasing Services specifying such failure. In the event the AUTHORITY terminates this Agreement in whole or in part because of default of the CONTRACTOR, the AUTHORITY may procure goods and/or services similar to those terminated, and the CONTRACTOR shall be liable for any excess costs incurred due to this action.
- 14.2 If it is determined that the CONTRACTOR was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the CONTRACTOR), the rights and obligations of the parties shall be those provided in Article 15 – Termination for Convenience.

ARTICLE 15 – TERMINATION FOR CONVENIENCE

- 15.1 The Director of Purchasing Services may, whenever the interests of the AUTHORITY so require, terminate the Agreement, in whole or in part, for the convenience of the AUTHORITY. The Director of Purchasing Services shall give five (5) days prior written notice of termination to the CONTRACTOR, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the Agreement are terminated, the CONTRACTOR has the right to withdraw, without adverse action, from the entire Agreement.
- 15.2 Unless directed differently in the Notice of Termination, the CONTRACTOR shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the successful CONTRACTOR shall terminate outstanding orders and/or subcontracts related to the terminated work.
- 15.3 Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination.

ARTICLE 16 - UNCONTROLLABLE FORCES

- 16.1 Neither the AUTHORITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 16.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 17 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State court of competent jurisdiction located in Palm Beach County. With the exception of the choice of law and venue provisions contained herein, no remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 18 - NON-DISCRIMINATION

CONTRACTOR assures and certifies that it shall comply with Title VII of the Civil Rights Act of 1964, as amended, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or gender identity or expression.

ARTICLE 19 - WAIVER

A waiver by either AUTHORITY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 20 - SEVERABILITY

- 20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- 20.2 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

ARTICLE 21 - ENTIRETY OF AGREEMENT

The AUTHORITY and the CONTRACTOR agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and CONTRACTOR pertaining to the Services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 22 - MODIFICATION

The Agreement may not be modified unless such modifications are evidenced in writing signed by both AUTHORITY and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

AUTHORITY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. CONTRACTOR shall not assign this Agreement without the express written approval of the AUTHORITY via executed amendment.

ARTICLE 24 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 - TRUTH-IN-NEGOTIATION CERTIFICATE

- 25.1 Execution of this Agreement by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.
- 25.2 The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. The AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 26 - OWNERSHIP OF DOCUMENTS

CONTRACTOR shall be required to cooperate with other contractors relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for its use and/or distribution as may be deemed appropriate by the AUTHORITY.

ARTICLE 27 - PUBLIC RECORDS, ACCESS AND AUDITS

- 27.1 It is the intent of this Article to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended effective July 1, 2016.

27.2 **DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:**

**RECORDS MANAGER
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FL. 33412
561-640-4000 EXT. 4210
RECORDS CUSTODIAN@SWA.ORG**

- 27.3 The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work, in accordance with the timeframes and classifications for records retention as per the General Records Schedule GS1-SL for State and Local Government Agencies (see: <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>) after completion or termination of this Contract. The AUTHORITY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.
- 27.4 Notwithstanding anything herein to the contrary, the CONTRACTOR expressly acknowledges that: i) it is providing a specific service to the AUTHORITY in the performance of this Contract; ii) acting on behalf of the AUTHORITY in the performance of this Contract; iii) that it has read and is familiar with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended, and both understand its responsibility and obligation to comply with this law; and iv) to the extent any question(s) arise regarding its duties to produce public records, it shall contact the Records Manager with same.
- 27.5 Any public records requests directed to, or related in any way to this contract shall be directed solely to the Records Manager. If the requested records are not in the possession of the Records Manager they shall immediately notify the CONTRACTOR and the CONTRACTOR must provide the records or allow access to the records within a reasonable time. A CONTRACTOR who fails to provide the records to the public

agency within a reasonable time may be subject to penalties under Florida Statutes (F.S) §119.10, and §119.10(2) provides that a person who willfully and knowingly violates the Public Records Act commits a misdemeanor of the first degree, which is punishable by up to a year in jail and a fine not to exceed \$1,000.

27.6 Therefore, the CONTRACTOR is required to:

- 1) maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service;
- 2) provide the public with access to public records on the same terms and conditions that the AUTHORITY would provide the records and at a cost that does not exceed the cost provided by Florida law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the AUTHORITY, all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. When requested by the AUTHORITY, either during performance of the contract or after termination or completion of the contract, all records stored electronically must be provided to the AUTHORITY in a format that is compatible with the information technology systems of the AUTHORITY.

27.7 Failure of the CONTRACTOR to comply with these requirements shall be a material breach of this Contract.

27.8 CONSULTANT shall maintain financial and program records to justify all charges and costs incurred in performing the work for at least three (3) years following final payment by the AUTHORITY as Federal Emergency Management Agency sub-grantee as required by 2 CFR 200.333. The AUTHORITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit

27.9 In the event records retention requirements in Florida Statutes Chapter 119 and 257 exceed those of FEMA, the records shall be retained to comply with State of Florida requirements.

ARTICLE 28 – OFFICE OF INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal Agreement (ILA) for Inspector General Services. This agreement provides for the Inspector General to provide services to the AUTHORITY in accordance with the AUTHORITY, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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ARTICLE 29 - NOTICE

- 29.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As To AUTHORITY

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412

Attention: Mark Eyeington, Chief Operations Officer
Office No.: 561-640-4000 Ext. 4513 Fax No.: 561-640-3400 E-Mail: meyeington@swa.org

As To CONTRACTOR

Phillips and Jordan, Inc.
10201 Parkside Drive, Suite 300
Knoxville, TN 37922

Attention: J. Patrick McMullen, President
Office No.: 865-688-8342 Fax. No: 865-392-3090 E-Mail: pmcmullen@pandj.com

- 29.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.
- 29.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and AUTHORITY.

ARTICLE 30 - CONTRACT ADMINISTRATION

Services of CONTRACTOR shall be under the general direction of **Mark Eyeington, Chief Operations Officer**, or his/her successor, who shall act as the AUTHORITY'S representative during the term of the Agreement.

ARTICLE 31 - KEY PERSONNEL

CONTRACTOR shall notify AUTHORITY in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. AUTHORITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Julie Glenn, Disaster Services Coordinator
Office No.: 865-688-8342 Cell No.: 865-776-8919 Email: jglenn@pandj.com

Wayne Floyd, Director of Disaster Services
Office No.: 865-688-8342 Cell No.: 919-369-4685 Email: wfloyd@pandj.com

J. Patrick McMullen, President
Office No.: 865-688-8342 Cell No.: 865-392-3053 Email: pmcmullen@pandj.com

ARTICLE 32 - SMALL BUSINESS ENTERPRISE (SBE)

The Governing Board of the AUTHORITY has set 15% as the AUTHORITY'S goal for small business participation in contracts and purchases. CONTRACTOR'S submitted Plan showing how he/she will assist the AUTHORITY in achieving this goal is incorporated into this Agreement as Exhibit C. The AUTHORITY will require periodic documentary proof, acceptable to the AUTHORITY, of the implementation, progress, and final outcome of the proposed Plan. Failure to implement the Plan, or achieve reasonable interim progress, or achieve the final goal reflected in the Plan, may be considered by the AUTHORITY as failure to perform a material provision of this Agreement.

ARTICLE 33 - SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into any Agreement with the AUTHORITY, or performing any work in furtherance hereof, CONTRACTOR hereby certifies that CONTRACTOR and CONTRACTOR'S affiliates, suppliers, sub-contractors, consultants or agents of any type whatsoever who will perform hereunder, have not be placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473. If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this CONTRACTOR may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135.

ARTICLE 34 - AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES

- 34.1 The CONTRACTOR agrees that this Agreement constitutes an offer to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement; should the CONTRACTOR deem it in the best interest of their business to do so.
- 34.2 The Agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from re-solicitation.

ARTICLE 35 - THIRD PARTY BENEFICIARY DISCLAIMER

It is not the intention of this contract to create third party beneficiary status in any person or entity that is not a direct party to the contract awarded as a result of being the successful CONTRACTOR, and no language in the contract should be construed or interpreted as creating a third party beneficiary.

ARTICLE 36 - CONFIDENTIALITY

No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the CONTRACTOR under this Agreement shall be made available to any individual or organization by the CONTRACTOR without prior written approval of the AUTHORITY.

ARTICLE 37 - ESCALATION CLAUSE

- 37.1 The AUTHORITY acknowledges the fluctuating nature of prices. Therefore, on each annual anniversary date of the Agreement, the unit prices may be adjusted upward based on the following formula of indices:
- 37.2 Fifty (50) percent of the price will be adjusted by the average monthly percentage change over the twelve (12) month period ending the May immediately preceding the date for which the price index adjustment is effective in the Consumer Price Index - Urban Wage Earners and Clerical Workers - U.S. City Average - Private Transportation (Series ID CWUR0000SAT 1, not seasonally adjusted) as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

- 37.3 Fifty (50) percent of the price will be adjusted by the percentage change in the Average Hourly Earnings of Production Workers (Series ID CEU2000000008) as published by the Bureau of Labor Statistics of the U.S. Department of Labor over the one year period ending the May immediately preceding the date for which the price index adjustment is effective.
- 37.4 In the event that either of these indices is no longer available the parties shall mutually agree to a replacement index. The value of the adjustment will be determined by the AUTHORITY.

ARTICLE 38 - ORDER OF AGREEMENT ACTIVATION / LOCATION ASSIGNMENT

The CONTRACTORS have entered into contingent Agreements with the AUTHORITY for Hurricane/Disaster Debris Removal, Reduction and Disposal. The Agreements awarded will be activated on an as needed basis as solely determined by the AUTHORITY. The AUTHORITY intends to activate the CONTRACTORS in the order of the Selection Committee ranking, as best meets the needs of the AUTHORITY. The AUTHORITY reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.

ARTICLE 39 - TASK ORDER/PERFORMANCE

Task Orders shall be executed bilaterally and the scope of services and format of Task Order shall be mutually agreed to by the CONTRACTOR and AUTHORITY. Performance will be measured by the metrics established in each Task Order. After 1/3 and again after 2/3 of the stipulated number of days of work in the Task Order have elapsed, the CONTRACTOR(s) shall provide a written progress report to the AUTHORITY for review and acceptance. The AUTHORITY shall have the right to correct for CONTRACTOR default or underperformance by any means it deems in its best interest. CONTRACTOR will be required to provide a daily report of quantity of work performed under each Task Order. The daily report shall be submitted by 11:00 a.m. or earlier the following morning.

ARTICLE 40 - BONDS

CONTRACTOR shall maintain a Proposal Bond in the sum of \$500,000. The CONTRACTOR'S Proposal Bond will be returned to the CONTRACTOR in exchange for and acceptance of an appropriate size bond as determined by the AUTHORITY after assessment of damage and definition of the CONTRACTOR'S scope of service. In case of hurricane caused damage, a Category I storm would require a \$2,000,000 Bond, a Category II would require a \$4,000,000 Bond, a Category III would require a \$6,000,000 Bond, a Category IV would require an \$8,000,000 Bond, and a Category V would require a \$10,000,000 Bond. The Bond required would be a Performance and Payment Bond, Exhibit I. The cost of the Bond is included in the unit rates in the Fee Schedule, Exhibit B. The CONTRACTOR shall maintain the Proposal Bond in effect until the Performance and Payment Bond is submitted to and accepted by the AUTHORITY. If the CONTRACTOR fails to supply a Performance and Payment Bond, the AUTHORITY shall be entitled to retain the Proposal Bond to rectify the CONTRACTOR'S unacceptable performance. Pending successful annual CONTRACTOR re-certification, the Proposal Bond shall be in effect for the entire term of the Contract except for the period(s) of time when a Performance and Payment Bond is in effect.

ARTICLE 41 - BUY AMERICA REQUIREMENTS

The CONTRACTOR agrees to comply with the requirements of the Federal Buy America law (See 23 U.S.C. 313, ISTEA Sections 1041(a) and 1048(a), as they may be amended from time to time), as they relate to Federal-aid contracts and the use of steel and iron produced in the United States. A description of the requirements of Buy America is set forth in Exhibit H, which is attached hereto and incorporated by reference as part of this Agreement. CONTRACTOR shall provide a certification statement regarding the origin of all materials or products covered under the Buy America provisions and used in its performance of the Agreement in accordance with the requirements of law and the AUTHORITY, FDOT, and FEMA, to the extent applicable.

ARTICLE 42 - DISADVANTAGED BUSINESS ENTERPRISES

- 42.1 This provision shall supplement Article 32 of the Agreement. The Agreement is subject to the requirements of 49 CFR Part 26. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The CONTRACTOR shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of this U.S.DOT-assisted contract. Failure by the CONTRACTOR to carry out these requirements is a material breach of Agreement, which may result in the termination of this Agreement or such other remedy as the AUTHORITY deems appropriate, including but not limited to the withholding of payments. Each subcontract the CONTRACTOR signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13.) Upon request, the CONTRACTOR will provide the AUTHORITY with a copy of each subcontract it enters into.
- 42.2 The CONTRACTOR is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than thirty (30) days after the CONTRACTOR'S receipt of payment for that work from the AUTHORITY. The CONTRACTOR may not hold any retainage from its subcontractors unless pursuant to an agreement approved by the AUTHORITY. The CONTRACTOR shall return all retainage payments withheld within thirty (30) days after the subcontractor's work has been satisfactorily completed.
- 42.3 The CONTRACTOR shall, on a monthly basis, submit payment certifications, including a certification regarding their truth and accuracy, for all payments it is seeking and certifications from all subcontractors indicating who has been paid and how. The certifications shall comply with all Federal and State requirements regarding the reporting of DBE participation. The CONTRACTOR shall, if required by the AUTHORITY or FDOT, report its DBE participation monthly on the Equal Opportunity Reporting System located on the Florida Department of Transportation's (FDOT) website found at www.bipincwebapps.com/bizwebflorida/. Audits may be conducted to review payments to DBE subcontractors. The CONTRACTOR will fully cooperate with the AUTHORITY, FDOT or FEMA regarding the monitoring of subcontractors and payments made thereto.

ARTICLE 43 – CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 43.1 This Agreement is a covered transaction for purposes of 49 CFR Part 29. Accordingly, the CONTRACTOR shall verify that neither the CONTRACTOR, nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified from participation in this Agreement as defined at 49 CFR 29.940 and 29.945.
- 43.2 The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the term of this Agreement. The CONTRACTOR must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. CONTRACTOR'S certification is a material representation of fact relied upon by the AUTHORITY. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to the AUTHORITY, the State or Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR further agrees that it will include a provision requiring such compliance in all of its subcontracts or lower tier covered transactions.

ARTICLE 44 - ACCESS TO RECORDS AND THEIR RETENTION

- 44.1 This provision shall supplement Article 27 of the Agreement. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Agreement for at least five (5) years after completion or termination of this Agreement or FDOT's closure of an "emergency event" with the Florida Division of Emergency Management, whichever comes last, except in the event of litigation or settlement of claims arising from the performance of the Agreement, the CONTRACTOR agrees to maintain said records until all litigation, claims, appeals or exceptions related thereto have been resolved.

The records shall be maintained at a location in Palm Beach County, Florida or such other location in Florida approved by the AUTHORITY.

- 44.2 The CONTRACTOR shall make all of its books, records, and other documents related, in any manner to its or its subcontractors' performance of the Agreement, available to the AUTHORITY and any other funding entity (*e.g.*, FDOT, FEMA, the Comptroller General of the U.S. or any of their authorized representatives) for the purpose of examination, audit, reproduction, excerpts and transcripts, during normal business hours, at the CONTRACTOR'S place of business or if CONTRACTOR'S place of business is not located in Palm Beach County, then at the location for maintenance of records referenced above. The CONTRACTOR shall also require its subcontractors to make their books, records and documents available for examination, audit, reproduction, excerpts, and transcripts, for the same duration and in the same manner, and at or near the same locations required herein of CONTRACTOR.

ARTICLE 45 - AUDIT REQUIREMENTS

This provision shall supplement Article 27 of the Agreement. The CONTRACTOR agrees that audits may be undertaken of its records related to its performance of the Agreement as may be authorized or required under OMB Circular A-133, as revised. The CONTRACTOR agrees that it will comply and fully cooperate with the AUTHORITY and any State and/or Federal funding agency(ies), including but not limited to FDOT, Florida's Auditor General, FEMA, or any of their authorized representatives, in any audit or monitoring procedures or processes any such entity(ies) may undertake related to CONTRACTOR'S performance of the Agreement.

ARTICLE 46 - NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

The CONTRACTOR shall cooperate with the AUTHORITY, FDOT and FEMA so as to assure that all activities related to the performance of this Agreement comply with the requirements of the National NEPA of 1969, as amended, and the regulations and guidance related thereto.

ARTICLE 47 - AMERICANS WITH DISABILITIES ACT

The CONTRACTOR does hereby represent and certify that it will comply with all of the requirements of the Americans with Disabilities Act of 1990 (42 USC 12102, *et seq.*), as it may be amended, and all applicable implementing regulations of the U.S. DOT, FEMA and other Federal-aid agencies.

ARTICLE 48 - COMPLIANCE WITH TITLE VI, TITLE VII AND OTHER FEDERAL LAWS AND REGULATIONS

The CONTRACTOR does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 USC 2000d, *et. seq.* and 3601 *et.seq.*), and the Age Discrimination and Employment Act of 1967 and Section 303 of the Age Discrimination Act of 1975, as amended (42 USC 6102), and all applicable Federal laws and regulations, policies, procedures and directives of the U.S. DOT, FEMA, and/or other Federal-aid agencies, as they may be promulgated and amended from time to time.

ARTICLE 49 - CONVICT LABOR PROHIBITION

The CONTRACTOR does hereby represent and certify that it will comply with the convict labor prohibition in 23 U.S.C. 114, and all implementing regulations thereto.

In Witness Whereof, the Solid Waste Authority of Palm Beach County, at a regular meeting thereof, by action of the AUTHORITY Board authorizing and directing the foregoing be adopted, has caused these presents to be signed by its Executive Director, and Phillips and Jordan, Inc. has executed this agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:

1. Kathy Lemas
2. Barbara Muello

By: Mark Hammond
Mark Hammond
Executive Director

Approved as to Form and Legal Sufficiency:

By: H. J. [Signature]
General Counsel to the Authority

PHILLIPS AND JORDAN, INC.:



Attest:

Janet R. [Signature]
Assistant Corporate Secretary

By: John E. West
(Corporate Seal)

Witness:

1. [Signature]
2. [Signature]

Name: John E. West
Title: Vice President

Approved by Authority Board on April 12, 2017, Item No. 5.H

SCOPE OF WORK

1. PROJECT DESCRIPTION AND REQUIREMENTS

- A. The CONTRACTOR shall remove and lawfully dispose of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property and public right-of-ways, and to setup and operate Temporary Debris Sites in Palm Beach County, Florida, immediately after a hurricane or other disaster.
- B. The CONTRACTOR submits he/she is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. CONTRACTOR shall assemble, direct, and manage a work force that can complete the debris management operations in 120 days or less. The duration of effort/completion dates of all tasks will be determined jointly by the AUTHORITY and CONTRACTOR. This determination will be set in writing in appropriate Task Order(s).
- C. The CONTRACTOR shall perform all work in accordance with FEMA guidelines in order to maximize recovery of reimbursable expenses. This task shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished.
- D. The CONTRACTOR may be required, at the AUTHORITY'S discretion, to be under the direction of an agent of the AUTHORITY.
- E. While intended to cover debris management needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to Palm Beach County, Florida. The planning standards used for this project are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida.

2. INTRODUCTION

- A. The AUTHORITY'S disaster recovery planning includes considerations for removing and processing the volumes and types of debris expected to be generated by a major disaster such as a hurricane and the procedures for disposing of that debris. The planning approach is formulated in part on the concept of strategic pre-positioning of plans and resources necessary for timely, coordinated recovery operations, including removal of debris from public property and right-of-ways throughout Palm Beach County using a combination of county, municipal, and CONTRACTOR forces.
- B. If activation is required the AUTHORITY intends to activate contracts on an as-needed basis as solely determined by the AUTHORITY. The AUTHORITY intends to activate the CONTRACTORS in the order of final ranking as best meets the needs of the AUTHORITY. The AUTHORITY reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.
- C. The AUTHORITY envisions the need for multiple Agreements to carry out the debris removal and disposal work throughout Palm Beach County. The CONTRACTOR must have the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial AUTHORITY payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. The CONTRACTOR must also have an established management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience in major disaster recovery projects.

- D. The Agreement will be a contingency Agreement that will be activated only in the face of an emergency. As such, no compensation will accrue to the CONTRACTOR unless and until the Agreement is activated either in anticipation of a natural disaster or immediately after such disaster.
- E. The CONTRACTOR will be required to participate in certain AUTHORITY directed disaster recovery training and/or exercises, 1 to 2 days each year, at no cost to the AUTHORITY.
- F. The AUTHORITY does not guarantee a CONTRACTOR will be activated if awarded a standby agreement.

3. WORK OBJECTIVE

3.1 Planning Standard for Debris Removal and Disposal

The AUTHORITY'S goal is to complete the debris removal and disposal process in 120 days. This assumes that the entire area of the county will be accessible within that period. Due to the low elevation and potential for flooding, some areas might not be accessible for several weeks after a major natural disaster. The CONTRACTOR must be aware that it might not be possible to initiate operations in all parts of the county simultaneously immediately after a storm.

3.2 Debris Management

- a. Planning for debris management operations is a function of the AUTHORITY as a supporting agency to the Palm Beach County Department of Engineering and Public Works. The AUTHORITY'S Emergency Management Coordinator will direct the debris removal and disposal operations.
- b. Each CONTRACTOR will serve as a General CONTRACTOR for the purpose of debris removal and disposal operations, and will be able to use his/her own and subcontractor resources to meet the obligations of the Agreement. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. **Notwithstanding, the CONTRACTOR will make every effort to use Small Business Enterprises (SBE), to the maximum extent practicable.**
- c. When a major disaster occurs or is imminent, the AUTHORITY will contact the CONTRACTOR to advise them of the AUTHORITY'S intent to activate the Agreement(s). Debris removal will generally be limited to debris in, upon, or brought to county residential private and public streets and roads, right-of-ways, municipal properties and facilities, and other public sites (this includes debris from customers assessed for residential solid waste and recycling collection services by the AUTHORITY). The CONTRACTOR will be responsible for determining the method and manner of debris removal and lawful disposal operations, consistent with the AUTHORITY'S Debris Management Plan. Disposal of debris will be at AUTHORITY approved Temporary Debris Sites or landfill sites. The CONTRACTOR will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all Temporary Debris Sites.
- d. When a major disaster occurs or is imminent, the AUTHORITY will initially send out an Alert to the selected CONTRACTOR(S). This Alert will serve to activate the lines of communication between the CONTRACTOR representatives and the AUTHORITY. Subsequently, the AUTHORITY will issue the first Task Order which will authorize the CONTRACTOR to send an Operations Manager to the AUTHORITY within 24 hours of receiving such Task Order to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the stipulated work. This first Task Order will also direct the CONTRACTOR to execute the required Performance and Payment Bond. The CONTRACTOR should anticipate receiving this first Task Order 24 to 72 hours before projected landfall of a hurricane. Depending on the nature of the storm and circumstances the AUTHORITY may activate more than one (1) CONTRACTOR.

- e. The general concept of debris removal operations includes multiple, scheduled passes of each site, location, or right-of-way. This will allow residents to return to their properties and bring debris to the private and public right-of-way as recovery progresses. The AUTHORITY will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.
- f. The AUTHORITY will make every effort to identify strategically located Temporary Debris Sites throughout the county prior to a natural disaster. Depending upon the severity of the natural disaster, additional Temporary Debris Sites will be identified as needed.
- g. The CONTRACTOR will operate the Temporary Debris Sites and only CONTRACTOR vehicles and others specifically authorized by the AUTHORITY will be allowed to use the sites. Only one (1) level of subcontractor will be allowed to operate the sites. There will be no multi-tiered subcontractors (sub of a sub) allowed to operate temporary debris sites. The CONTRACTOR is responsible for all activity at temporary debris sites operated by their subcontractor and must have an employee on site at all times to oversee daily operations. The locations of publicly owned sites currently under consideration are shown on Attachment C. Additional sites (privately owned mostly) may become available as plans develop.
- h. The AUTHORITY may also establish designated homeowner drop-off sites. The CONTRACTOR will be responsible for removing all eligible debris from those sites daily at the direction of the Emergency Management Coordinator or designee.
- i. Curbside segregation of debris and disaster-generated or related wastes will be an element of the AUTHORITY'S disaster recovery program. The debris removal and disposal CONTRACTOR will be required to aid in the segregation and waste stream management processes. Any Household Hazardous Waste (HHW) encountered by the debris removal CONTRACTOR is to be set aside. HHW disposal will be the responsibility of the resident. The AUTHORITY will designate HHW drop-off locations.
- j. The following items are considered HHW for the purpose of this Agreement:
 - Used Oil
 - Batteries
 - Paint
 - Aerosol spray cans
 - Pesticides
 - Antifreeze
 - Fluorescent light bulbs
 - Propane tanks (household size)
- k. The CONTRACTOR will setup a lined containment area and separate any HHW inadvertently delivered to a Temporary Debris Site.
- l. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor who will be selected by the AUTHORITY.
- m. Putrescible residential garbage will be collected by AUTHORITY franchise waste haulers and is not to be collected or transported by CONTRACTOR forces.

4. SCOPE OF WORK / OVERVIEW

- A. Specific work authorizations by the AUTHORITY will be through written Task Orders. Task Orders will define the job to be accomplished, location of job, time-frame for completion, rates to be used, etc. Any job with requirements or rates not covered by this Proposal will be negotiated. The AUTHORITY reserves the right to extend operations on a weekly basis. Task Orders will be executed bilaterally. Performance will be by the metrics established in the Task Order(s). After 1/3 and again after 2/3 of the stipulated number of days of work in the Task Order have elapsed, the CONTRACTOR(s) shall provide written progress report to the AUTHORITY for review and acceptance. The AUTHORITY shall have the right to correct for CONTRACTOR'S default or underperformance by any means it deems in its best interest.
- B. The CONTRACTOR shall commence mobilization immediately upon receipt of the mobilization Task Order meeting the following progress patterns: 48 hours- collection activity within assigned Collection Service Area. Within ten (10) calendar days CONTRACTOR shall have 100% of all necessary equipment operating within all Collection Service Areas. This represents a minimum response schedule and does not restrict an earlier response. Subsequently, the AUTHORITY may issue additional Task Orders to define more precisely the work to be accomplished or to authorize additional work. The CONTRACTOR shall perform in accordance with each Task Order in all designated Collection Service Areas established by the AUTHORITY. Each Task Order will be uniquely and sequentially numbered.
- C. The CONTRACTOR is authorized to collect debris during daylight hours, seven (7) days per week. Any deviations from this schedule will require AUTHORITY approval.
- D. The CONTRACTOR must be duly licensed to perform the work in accordance with the State of Florida statutory requirements. The CONTRACTOR shall obtain all permits necessary to complete the work. The CONTRACTOR shall be responsible for determining what permits are necessary to perform under the Agreement. Copies of all permits shall be submitted to the AUTHORITY Emergency Management Coordinator prior to issuance of the first Task Order.
- E. The quantity of work required to complete the Agreement is estimated. The actual effort required may be more or less than the estimated amount shown in the RFP No. 17-204/SLB. Payment will be made in accordance with the Fee Schedule, Exhibit B which is attached hereto and incorporated by reference as part of the Agreement. The output will be verified by the AUTHORITY Emergency Management Coordinator in the daily operational report. Should hourly rates be used to pay for certain equipment then preventative maintenance, not in excess of fifteen (15) minutes in a normal workday, will be paid at the regular hourly rate. Preventative maintenance or down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes will be considered unacceptable work and non-payment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined as the usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered as part of preventative maintenance.
- F. The CONTRACTOR shall be responsible for correcting any notices of violations issued as a result of the CONTRACTOR'S or any subcontractor's actions or operations during the performance of this Agreement. Corrections for any such violations shall be at no additional cost to the AUTHORITY.
- G. The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private contractor.
- H. The CONTRACTOR shall provide contact information for all key personnel to the AUTHORITY that shall include name, phone number, cellular phone number and email address. The CONTRACTOR and its agents shall respond in a timely manner to all AUTHORITY inquiries at all times.

5. SCOPE OF WORK IN DETAIL

This section is divided into three (3) subsections:

- **Debris Removal and Disposal Operations** from residential public and private streets, roads and right-of-ways and delivered to a Temporary Debris Site.
- **Temporary Debris Site Operations** which includes daily operations as well as reclamation of the site to its pre-storm condition or as directed by the AUTHORITY Emergency Management Coordinator.
- **Processing, Loading and Hauling Material** from Temporary Debris Site to final destination.

5.1 Debris Removal and Disposal Operations

5.1.1 General

- a. The purpose of this section is to define the requirements for debris removal and disposal operations after any catastrophic disaster within Palm Beach County. The AUTHORITY intends to designate zones for collection and disposal of debris. CONTRACTORS will be tasked with a service area(s) for this specific work.
- b. For work performed on a Time and Materials basis, all hourly equipment rates shall include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, and all other costs associated with the equipment including labor and operator.

5.1.2 Services

- a. The CONTRACTOR shall provide equipment, operators and laborers for debris removal operations. The CONTRACTOR shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under this Agreement.
- b. All rates are to include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, lodging and all other costs.
- c. The work shall consist of clearing and removing disaster generated debris as directed by the AUTHORITY Emergency Management Coordinator. CONTRACTOR shall provide collection equipment the day following a natural disaster or as directed by the AUTHORITY and shall provide equipment sufficient to collect a minimum of 50,000 cubic yards of debris per day within ten (10) calendar days of collection commencement (Past AUTHORITY natural disaster cleanup records show that ten (10) days' following disaster, 95,000-126,000 cubic yards of debris was collected per day). Failure to provide sufficient equipment necessary to collect required amount may result in the AUTHORITY entering into a separate agreement with another contractor for collection services.

5.1.2.1 Collection of Storm Generated Residential Vegetation and Construction and Demolition Debris

- i. It is the AUTHORITY'S goal to ensure that Vegetation and Construction/Demolition debris remain separate task orders for the collection of Vegetation and Construction loads. Mixing of loads by the CONTRACTOR at the road right of way will not be tolerated.

- ii. Work may include:
 - First pass to clear debris from emergency evacuation routes, access roads to critical facilities and all primary roadways.
 - Clearing debris from residential private and public road right of ways.
 - Loading the debris.
 - Hauling the debris to an approved Temporary Debris Site or an authorized landfill.
 - Dumping the debris at the Temporary Debris Site or at an authorized landfill.
- iii. Debris delivered to a Temporary Debris Site or authorized landfill will be paid based on the per cubic yard price according to the Fee Schedule, Exhibit B.

5.1.2.2 Hourly Rate Clearing

- i. From 0-70 hours following a disaster CONTRACTOR, as designated by the AUTHORITY, shall provide the clearing services on an hourly rate that shall include the following:
 - Clear debris from emergency evacuation routes, access roads to critical facilities, and primary roadways.
 - Perform emergency removal of debris if needed for life-saving measures.
 - Conduct daily briefings with debris managers and other officials to update progress and discuss issues.
 - Develop a traffic control plan along potential haul routes and at debris management and disposal sites.
- ii. The CONTRACTOR shall not move from one designated Collection Service Area to another area without prior approval from the AUTHORITY Emergency Management Coordinator or designee. CONTRACTORS and/or subcontractors that move to a designated Collection Service Area without prior AUTHORITY approval may be terminated immediately. The AUTHORITY reserves the right to relocate CONTRACTOR to other Collection Service Areas based on need and ability to perform required work at an acceptable level. The AUTHORITY reserves the right to immediately terminate CONTRACTOR and any subcontractor who fails to provide service in accordance to guidelines set forth by FEMA and the AUTHORITY.
- iii. The AUTHORITY or designee shall forward all claims of damage to the CONTRACTOR daily. CONTRACTOR shall provide all contact information, including name, phone number, cellular phone number, fax number and email address, for personnel responsible for resolving all claims of damage. CONTRACTOR must respond to all claims of damage within 24 hours and resolve within ten (10) calendar days. Mailboxes must be repaired or replaced within two (2) calendar days. CONTRACTOR is responsible for all damage caused by his crew and/or subcontractors in the performance of debris removal.
- iv. In the event the CONTRACTOR fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided within this Agreement, the AUTHORITY or designee may arrange for the repairs and assess the CONTRACTOR for the cost of the repairs and any applicable administrative charges. Any disputes as to damage responsibility will be presented to the Emergency Management Coordinator or designee for review. The decision of the Emergency Management Coordinator or designee will be final.

5.1.3 Equipment

- a. All trucks and equipment must be in compliance with all applicable federal, state, and local rules and regulations. Trucks used to haul debris must be capable of rapidly dumping their load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport that will permit the trucks to be filled to capacity. Cyclone fence may be used as temporary tailgates if they comply with the following specifications:
 - Fencing must be permanently attached to one side of the truck bed.
 - After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire.
 - Fencing must extend to the bottom of the bed.
 - After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations.
 - Solid iron metal bars must be secured to both sides of the fencing.
 - There shall be no hand loaded equipment allowed.
- b. The AUTHORITY or designee shall complete certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the CONTRACTOR. Maximum volumes may be rounded up to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the placards affixed to each piece of equipment. The AUTHORITY reserves the right to re-measure trucks and trailers at any time to verify reported capacity. If a truck and/or trailer are re-measured and the yardage capacity is determined to be lower, the lower yardage volume will be retro to the initial load and total volume adjusted accordingly.
- c. All trucks and trailers utilized in hauling debris shall be equipped with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. If installed, all sideboard extensions must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All extensions to the bed are subject to acceptance or rejection by the AUTHORITY Inspector.
- d. Trucks or equipment designated for use under this Agreement shall not be used for any other work during working hours. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated Collection Service Area during the period of this Agreement. Under no circumstance will the CONTRACTOR mix debris hauled for others with debris hauled under this Agreement. Failure to comply will result in no payment to CONTRACTOR and operator and vehicle will be declared ineligible to provide any additional emergency debris collection services. Any and all unapproved changes to placard will result in no payment to CONTRACTOR and operator and vehicle will be declared ineligible to perform any additional emergency debris collection services.

5.1.4 Securing Debris

The CONTRACTOR shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during

loading and secured during transport. Tarps or other coverings shall be provided by the CONTRACTOR to prevent materials from falling or being blown from the bed. Loads not properly tarped or otherwise covered will not be allowed to dispose at any AUTHORITY approved temporary debris site which may result in non-payment to CONTRACTOR.

5.1.5 Equipment Signage

Prior to commencing operations, the AUTHORITY or designee shall affix to each piece of equipment, signs or markings indicating the Owner Operator's name and a unique equipment identification number. One sign shall be placed on each side of the equipment. For those trucks, trailers and other equipment intended to haul debris, the maximum volume, in cubic yards, of the load bed shall also be shown. Each operator shall keep AUTHORITY certification with them at all times. Placards must remain on both sides of equipment.

5.1.6 Other Considerations

- a. The CONTRACTOR shall assign and provide an Operations Manager (OM) to the AUTHORITY Debris Management Center to serve as the principal liaison between the AUTHORITY Emergency Management Coordinator or designee and the CONTRACTOR'S forces. The assigned OM must be knowledgeable of all facets of the CONTRACTOR'S operations and have authority in writing to commit the CONTRACTOR. The OM shall be on call 24 hours per day, seven (7) days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and make arrangements for onsite accommodations. This linkage shall provide immediate contact via cell phone, Fax machine, and have Internet capabilities. The OM will participate in daily meetings and disaster exercises, functioning as a source to provide essential element information. The OM will report to the AUTHORITY Emergency Management Coordinator or designee. This position will not require constant presence; rather the OM will be required to be physically capable of responding to the AUTHORITY Emergency Management Coordinator within 30 minutes of notification.
- b. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.
- c. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the CONTRACTOR'S personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- d. Payment for debris hauled will be based on the quantity of debris hauled in cubic yards. Debris hauled to a Temporary Debris Site will require a validated load ticket. Drivers will be given an electronic or paper load tickets at the loading site by an AUTHORITY loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the Temporary Debris Site by an AUTHORITY Temporary Debris Site monitor. The estimated quantity will be recorded on the electronic or paper load ticket. The AUTHORITY Temporary Debris Site monitor will retain one copy of the paper load ticket and the driver will retain the remaining copies of the load ticket. Debris being hauled to a permanent landfill will be paid based on cubic yards recorded on an approved electronic or paper load ticket. Payment will be made against the CONTRACTOR'S invoice once site monitor and CONTRACTOR load tickets and/or scale tickets match. Load tickets not properly completed and signed will not be paid.

5.2 Temporary Debris Site Operations

5.2.1 General

- a. The purpose of this section is to define the requirements for Temporary Debris Site Operations after any catastrophic disaster within Palm Beach County.
- b. The CONTRACTOR shall use only Temporary Debris Sites designated by the AUTHORITY Emergency Management Coordinator.
- c. The Temporary Debris Site foreman shall direct all dumping operations. Different types of debris shall be kept in separate piles at the Temporary Debris Site. At a minimum, one flag person shall be posted at each Temporary Debris Site for traffic control and to direct unmixed loads to proper location (by debris type) to be dumped. CONTRACTOR shall be responsible for sorting and proper placement of all loads not dumped in appropriate location which results in mixing the once separated debris at no charge to the AUTHORITY.
- d. The CONTRACTOR shall begin grinding vegetative debris within five (5) calendar days of temporary debris site opening date and removing mulch/wood chips within ten (10) calendar days of site opening date. The CONTRACTOR shall begin removal of Construction and Demolition/mixed debris from Temporary Debris Site to an approved final destination within five (5) days of site opening date.

5.2.2 Temporary Debris Site Services

5.2.2.1 Site Setup/Preparation

Site setup/preparation shall be compensated on a time and materials basis in accordance with the hourly rates provided in the Fee Schedule, Exhibit B which is attached hereto and incorporated by reference as part of the Agreement. Site set-up/preparation includes: clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, limerock or crushed concrete access roads, sodding, and any other similar activity necessary to make the site usable for its intended purposes.

5.2.2.2 Temporary Debris Site Operations and Material Processing

- i. Temporary Debris Site operations and material processing shall be compensated in accordance with the unit prices provided in the Fee Schedule, Exhibit B. The CONTRACTOR shall provide equipment, operators, and laborers for Temporary Debris Site operations as specified by Task Order. Unit prices provided in the Fee Schedule, Exhibit B, shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, lodging and insurance) all equipment under this Agreement. Each Inspection Tower shall be equipped with two (2) portable toilets. Toilets shall be provided immediately upon completion of tower assembly. CONTRACTOR shall provide a water truck for the purpose of applying to site surface to minimize dust. The AUTHORITY shall provide a front-load garbage container and collection service of the container at each Temporary Debris Site. CONTRACTOR shall be responsible for cleaning up all trash and litter generated on the site from daily operations and depositing into the container for collection. The entrance roadway and surrounding area within ½ mile of the site's entrance shall be

cleaned daily by the CONTRACTOR. All pre-storm identified sites shall be opened by the CONTRACTOR within three (3) calendar days after receiving approval from the AUTHORITY to operate the debris site. Failure to open sites with proper equipment and necessary personnel will result in liquidated damages of \$10,000 per day. All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, lodging, and any other costs. The work shall consist of managing the operations of a Temporary Debris Site and performing debris reduction by air curtain incineration and/or grinding of storm generated debris as directed by the AUTHORITY Emergency Management Coordinator.

- ii The AUTHORITY plans to use two types of Temporary Debris Sites.
 - Vegetative Temporary Debris Sites will be devoted to the reduction of clean woody debris by either burning or grinding. The AUTHORITY expects the material to be recycled and or beneficially re-used if processed by grinding.
 - Depending upon the size and type of devastation the AUTHORITY may require a separate Construction & Demolition (C&D) staging area, mixed debris staging area and a separate Household Hazardous Waste staging area. The AUTHORITY requests that CONTRACTOR implements recycling and or reduction programs to minimize the quantity of construction debris material to be land filled.
- iii Material coming into the Vegetative or C&D Temporary Debris Sites will be measured and paid for by the cubic yard according to the Fee Schedule, Exhibit B. Material removed and transported from a C&D Temporary Debris Site will be measured and paid by the cubic yard according to the Fee Schedule, Exhibit B.
- iv. Locations of all Temporary Debris Sites will be approved by the AUTHORITY. The AUTHORITY Emergency Management Coordinator must approve site improvements before work begins and any costs, other than those in the Fee Schedule, Exhibit B that might have been negotiated under a Task Order shall be documented for payment.
- v. Material processed at a Temporary Debris Site by either grinding or burning will be measured using cubic yards from incoming load tickets. Material entering a Debris Management Site will be deposited in manageable piles.

5.2.3 Reporting

- a. The CONTRACTOR shall submit a report to the AUTHORITY Emergency Management Coordinator or designee by close of business each day of the term of the Task Order. Each report shall contain, at a minimum, the following information:
 - Contractor's Name
 - Contract Number
 - Daily and cumulative hours for each piece of equipment, *if appropriate*
 - Daily and cumulative hours for personnel, by position, *if appropriate*
 - Volumes of debris handled
- b. Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject CONTRACTOR to non-payment in each instance at the sole discretion of the AUTHORITY.

5.2.4 Other Considerations

- a. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- b. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. In the event a Temporary Debris Site must be closed due to CONTRACTOR equipment or operational failures, CONTRACTOR shall be liable for liquidated damages in the amount of \$25,000.00 per day for every day the site has to remain closed.

5.2.5 Debris Clearance (for access) from Right-of-Ways and Public Property

- a. The AUTHORITY provides support to Palm Beach County Government for Debris Management, including the clearance (moving debris from the middle of the road, etc.) of debris from right-of- ways and public property. Palm Beach County intends to perform debris clearance for access with its own forces or under existing contractual Agreements between the County and local firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner.
- b. This debris clearance is to be considered supplemental and optional service. It is anticipated that debris clearance activities would be conducted, if needed, on a time and material basis using the rates in the Fee Schedule, Exhibit B.

5.3. Processing, Loading and Hauling Material

- a. CONTRACTOR shall provide all necessary labor, material and equipment to process, load and haul wood chips and construction and/or mixed debris from Temporary Debris Sites in Palm Beach County to final destination for disposal as directed by the AUTHORITY. The AUTHORITY reserves the right to contract with other firms to process, load and haul wood chips and construction and/or mixed debris to a final destination as may best meet the needs of the AUTHORITY. All wood chips, construction and/or mixed debris shall be disposed of in accordance with all Local, State of Florida and Federal guidelines.
- b. CONTRACTOR will provide detailed listing to the AUTHORITY of the following:
 - 1. Quantity (loads and cubic yards)
 - 2. Owner information
 - 3. Site where mulch and Construction/Demolition debris is disposed, to include address/GPS location.

6. MISCELLANEOUS REQUIREMENTS

6.1 Temporary Debris Site Foreman

- a. The Temporary Debris Site foreman must be an employee of the CONTRACTOR and is responsible for management of all operations of the site to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety.
- b. The Temporary Debris Site foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the AUTHORITY Emergency Management Coordinator or designee.

6.2 Temporary Debris Site Night Foreman

- a. The Temporary Debris Site night foreman must be an employee of the CONTRACTOR and is responsible for managing all night operations approved by the AUTHORITY.
- b. The Temporary Debris Site night foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the AUTHORITY Emergency Management Coordinator or designee.

6.3 Temporary Debris Site Management Plan

- a. Once the Temporary Debris Site is identified by the AUTHORITY, the CONTRACTOR will provide a Site Management Plan.
- b. Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address the following functions:
 - Access to site
 - Site preparation -clearing, erosion control, and grading
 - Traffic control procedures
 - Safety
 - Segregation of debris
 - Location of ash disposal area, hazardous material containment area, CONTRACTOR work area, and inspection tower
 - Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures
 - Location of existing structures or sensitive areas requiring protection

6.4 Inspection Tower

The CONTRACTOR shall construct an inspection tower at each Temporary Debris Site within three (3) calendar days of natural disaster. The tower shall be constructed using pressure treated wood or steel scaffold. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2"x 8" joists, 16" O.C. with 3/4" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and 1/2" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Inspection towers must provide a dry area for employees and meet all FEMA OSHA requirements.

6.5 Grinding Operation

The CONTRACTOR shall have grinders on site and in operation within 72 hours of natural disaster. Failure to provide grinder(s) on site in operation within 72 hours shall result in liquidated damages of \$10,000 per day. There shall be no period longer than 24 hours in which grinding activity may stop due to equipment or operational failure. Failure to provide back-up equipment within 24 hours shall result in a \$2,000 fine per hour per approved hours of grinding operation per day until grinding activity resumes.

6.6 Household Hazardous Waste Containment Area

The CONTRACTOR shall construct a hazardous material containment area at each Temporary Debris Site. The area shall be 30' x 30'. The perimeter shall be lined with hay bales and staked in place. The area shall be lined with a heavy gage plastic to provide a waterproof barrier. Additional plastic sufficient to cover the area is required to prevent rain from entering the containment area. Site run-off must be redirected from the containment area by site grading.

7. PERFORMANCE OF CONTRACTOR

- A. It is the intent of this Agreement to ensure that the CONTRACTOR provides a quality level of services. To this end, all complaints received by the Emergency Management Coordinator or designee, and reported to the CONTRACTOR shall be promptly resolved pursuant to the provisions of this Agreement.
- B. The Emergency Management Coordinator or designee may levy administrative charges for the following infractions:
 - 1. Failure to open pre-storm identified sites within three (3) calendar days of after being tasked by the AUTHORITY liquidated damages of \$10,000 per day for each day not opened.
 - 2. Closure of Temporary Debris Site due to CONTRACTOR equipment or operational failures liquidated damages of \$25,000 per day, for each day site must remain closed.
- C. Failure to provide back-up grinders within 24 hours of equipment breakdown liquidated damages of \$2,000 per hour per approved grinding hours of operation per day.
- D. CONTRACTOR may also be subject to non-payment and liquidated damages of \$200 for each of the following infractions:
 - 1. Failure to provide audit quality information by 5:00 p.m. of the following day of operation.
 - 2. Loads not properly tarped or otherwise covered.
 - 3. Mixing debris hauled from other sources with debris hauled under this Agreement.
 - 4. Mixing vegetation debris with C & D material.
- E. CONTRACTOR may be immediately terminated and not paid for the following:
 - 1. Collection of any non-eligible, non-AUTHORITY approved stumps or debris.
 - 2. Moving to another designated Collection Service Area without prior AUTHORITY approval.
 - 3. Failure to provide service in accordance to guidelines set forth by FEMA and the AUTHORITY.
 - 4. Soliciting work from private citizens or others to be performed in the designated Collection Service Area during the period of this Agreement.
 - 5. Alteration of placards placed on certified trucks and/or trailers.
- F. Any disputes regarding Performance of Contractor will be presented to the Emergency Management Coordinator or designee for review. The Emergency Management Coordinator or designee shall complete review and make determination within three (3) calendar days. Decisions of the Emergency Management Coordinator or designee shall be final.

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FEE SCHEDULE

VOLUME BASED PRICING FOR 3,000,000 CUBIC YARD (CY) DEBRIS DISASTER

ITEM/DESCRIPTION	ESTIMATED QUANTITY	UNIT	PRICE PER CY	EXTENSION
1.0 Public Property and Right of Way Collection, Loading and Hauling to a designated Temporary Debris Site.				
A. Vegetation	2,500,000	CY	\$9.25	\$23,125,000.00
B. Construction Debris / Mixed Debris	500,000	CY	\$9.25	\$4,625,000.00
2.0 Temporary Debris Site operation to include placement of monitoring towers, portable toilets, keeping on-site and adjacent roads area clean of trash and garbage, debris acceptance, pile management, and phase I reclamation.	3,000,000	CY	\$1.75	\$5,250,000.00
3.0 Processing of debris through grinding and/or chipping.	2,500,000	CY	\$2.50	\$6,250,000.00
4.0 Loading, hauling and disposing wood chips to final destination. <i>(This rate includes disposal cost)</i>	1,000,000	CY	\$8.75	\$8,750,000.00
5.0 Volume reduction through air curtain incineration.	2,500,000	CY	\$1.50	
6.0 Loading and hauling of construction debris and/or mixed debris from Temporary Debris site to a permitted C&D recycling facility or any other designated Disposal Facility. <i>(This rate shall not include disposal cost). Miles from TDRS to final destination – 1 way.</i>				
A. 0 ≤ 20 miles	500,000	CY	\$3.00	
B. > 20 ≤ 50 miles	500,000	CY	\$4.75	
C. > 50 ≤ 80 miles	500,000	CY	\$7.00	
D. > 80 ≤ 110 miles	500,000	CY	\$7.50	
E. > 110 ≤ 200 miles	500,000	CY	\$7.50	
AVERAGE: (Item 6.0 A-E)			\$5.95	
AVERAGE (Item 6.0 A-E) x 500,000 CY =				\$2,975,000.00
TOTAL PRICE: (Items 1.0 - 4.0; 6.0)				\$50,975,000.00

Unit Prices, unless otherwise indicated, shall include all labor (operators, laborers, supervisors) and materials including but not limited to: supplies, equipment maintenance, repairs, repair parts, fuels, lubricants, cellular phones, transportation, and housing, if required, necessary to accomplish the project. The quantities and distributions are estimated. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster.

Assumptions: 3,000,000 cubic yards of debris consisting of 2,500,000 cubic yards of vegetation debris and 500,000 cubic yards of mixed debris.

FEE SCHEDULE

HOURLY RATES

DEBRIS MANAGEMENT SITE SET-UP AND CLOSURE AND DEBRIS CLEARANCE FOR ACCESS - OPTIONAL USE BY COUNTY AND OTHER GOVERNMENTAL ENTITIES			
EQUIPMENT AND LABOR RATES			
EQUIPMENT TYPE	HOURLY EQUIPMENT RATE	HOURLY LABOR RATE	TOTAL HOURLY RATE
Bobcat Loader	\$60.00	\$40.00	\$100.00
Crew Foreman w/ Cell Phone and Pickup	\$15.00	\$70.00	\$95.00
Dozer, Tracked, D5 or similar	\$70.00	\$40.00	\$110.00
Dozer, Tracked, D6 or similar	\$90.00	\$40.00	\$130.00
Dozer, Tracked, D7 or similar	\$120.00	\$40.00	\$160.00
Dozer, Tracked, D8 or similar	\$180.00	\$40.00	\$220.00
Dump Truck, 18 CY-20 CY	\$50.00	\$40.00	\$90.00
Dump Truck, 21CY-30 CY	\$60.00	\$40.00	\$100.00
Generator and Lighting	\$20.00	----	\$20.00
Grader w/ 12' Blade	\$90.00	\$40.00	\$130.00
Hydraulic Excavator, 1.5 CY	\$90.00	\$40.00	\$130.00
Hydraulic Excavator, 2.5 CY	\$110.00	\$40.00	\$150.00
Knuckleboom Loader	\$180.00	\$40.00	\$220.00
Laborer w/ Chain Saw	----	\$40.00	\$40.00
Laborer w/ small tools, traffic control, flag person	----	\$40.00	\$40.00
Lowboy Trailer w/ Tractor	\$90.00	\$40.00	\$130.00
Operations Manager w/ Cell Phone and Pickup	\$15.00	\$80.00	\$95.00
Pickup Truck, .5 Ton	\$15.00	----	\$15.00
Soil Compactor 81 HP+	\$80.00	\$40.00	\$120.00
Soil Compactor to 80 HP	\$70.00	\$40.00	\$110.00
Soil Compactor, Towed Unit	\$40.00	\$40.00	\$80.00
Truck, Flatbed	\$40.00	\$40.00	\$80.00
Tub Grinder, 800 to 1,000 HP	\$600.00	----	\$600.00
Water Truck	\$50.00	\$40.00	\$90.00
Wheel Loader, 2.5 CY, 950 or similar	\$80.00	\$40.00	\$120.00
Wheel Loader, 3.5-4.0 CY, 966 or similar	\$100.00	\$40.00	\$140.00
Wheel Loader, 4.5 CY, 980 or similar	\$140.00	\$40.00	\$180.00
Wheel Loader-Backhoe, 1.0-1.5 CY	\$80.00	\$40.00	\$120.00

FEE SCHEDULE

UNIT COST

ITEM	HAZARDOUS STUMP REMOVAL, HAULING, AND DISPOSAL	UNIT	UNIT COST
1	6 inch diameter to 12 inch diameter	Stump	\$150.00
2	13 inch diameter to 24 inch diameter	Stump	\$275.00
3	25 inch diameter to 48 inch diameter	Stump	\$550.00
4	49 inch diameter and greater	Stump	\$900.00
5	Stump Fill Dirt – Fill dirt for stump holes after removal	CY	\$25.00
HAZARDOUS TREE REMOVAL, HAULING, AND DISPOSAL			
6	6 inch diameter to 12 inch diameter	Tree	\$100.00
7	13 inch diameter to 24 inch diameter	Tree	\$200.00
8	25 inch diameter to 48 inch diameter	Tree	\$500.00
9	49 inch diameter and greater	Tree	\$850.00

NOTE:

The **AUTHORITY** reserves the right to use this contract to handle small quantities of debris removal, as needed, related to a disaster event that does not qualify for FEMA assistance. This will include any disaster event that produces small quantities of debris.

REMOVAL, AND TRANSPORTING OF DEBRIS TO AN APPROVED SWA DISPOSAL/RECYCLING FACILITY	
EQUIPMENT	DAILY RATE (10 HRS/DAY)
Knuckleboom Loader and Operator	\$2,200.00

The above daily rate shall include all associated costs (direct labor, overhead, profit, supervision, insurance).

SMALL BUSINESS ENTERPRISE (SBE) PLAN

Phillips and Jordan, Inc. is committed to the SBE Participation Plan and will make every effort to achieve the AUTHORITY'S goal through sub-contracting to SBEs.

In response to the Request for Proposal, RFP No. 17-204/SLB, Phillips and Jordan, Inc. provided a list of certified SBE sub-contractors who will be used on this Agreement.

H&R of Belle Glade, LLC
Contractors Support Services, Inc..

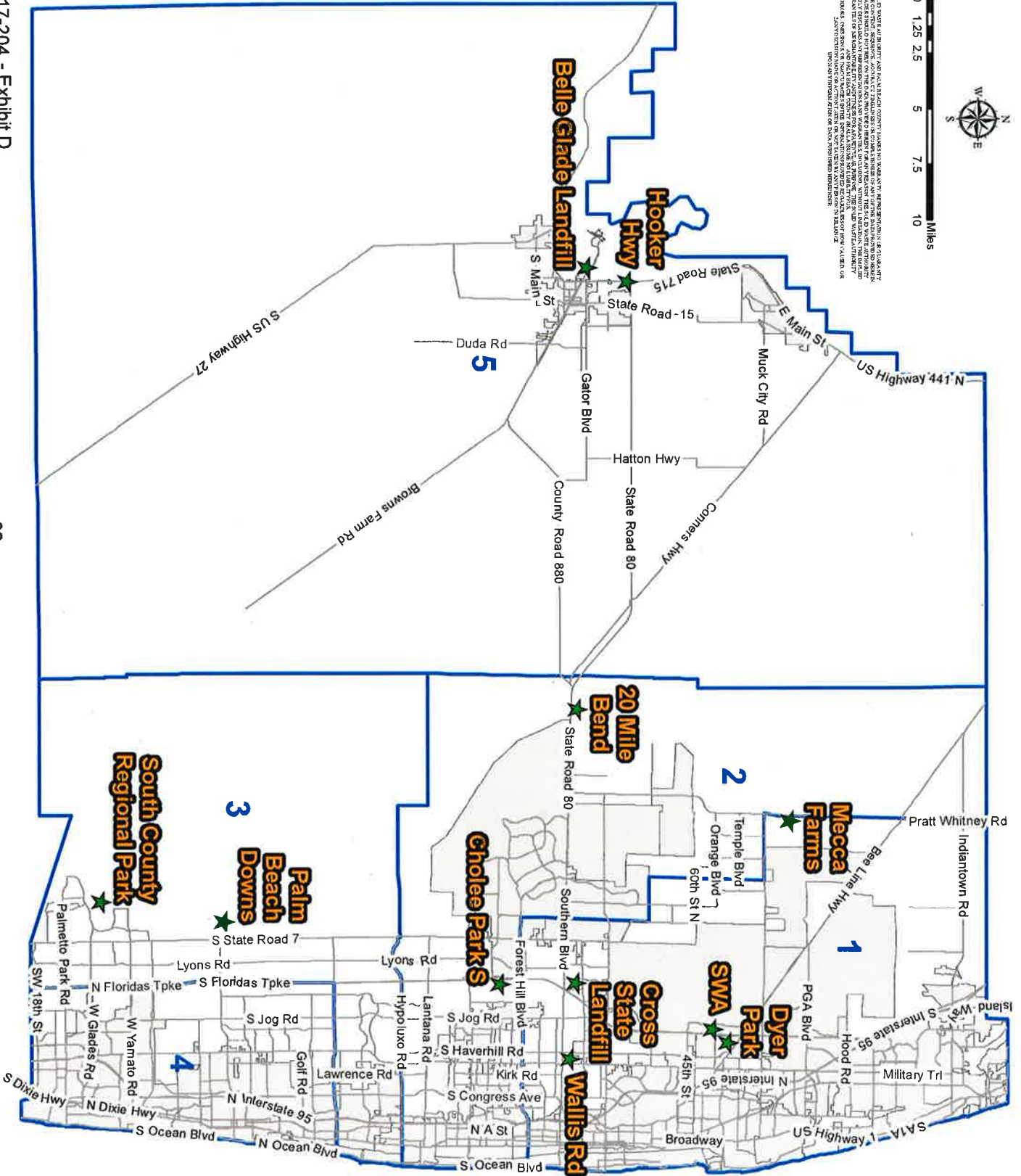


DEBRIS ZONES AND POTENTIAL TEMPORARY DEBRIS SITES

0 1.25 2.5 5 7.5 10 Miles



THE STATE OF FLORIDA AND FLORIDA BEACH COUNTY, FLORIDA, HAVE NO WARRANTY, REPRESENTATION, OR GUARANTEE AS TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE INFORMATION IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE INFORMATION IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PROVIDED. THE INFORMATION IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PROVIDED. THE INFORMATION IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PROVIDED.



PUBLICLY OWNED DEBRIS MANAGEMENT SITES

SWA Temporary Debris Disposal Sites:

SITE	LOCATION
20-Mile Bend / Palm Beach Aggregates *	North side of Southern Boulevard approximately 4 miles west of Lion Country Safari
Belle Glade	West end of West Canal Street, South Belle Glade
Cholee Park	West of Jog Road on the south side of Forest Hill Boulevard across from the entrance to Okeetee Park
Cross State Landfill	Pike Road, West Palm Beach
Dyer Landfill (Closed)	South of Beeline Highway on the west side of Haverhill Road
Hooker Highway *	South side of Hooker Highway approximately 1 mile west of the intersection of State Road 80 and 441
Mecca Farms	Approximately 1 mile north of Northlake Boulevard on the east side of Seminole Pratt Whitney Road
Palm Beach Downs	Approximately ¾ mile west of 441 on West Atlantic Avenue
SWA North Jog Road	Located on Jog Road, West Palm Beach
South County Regional Park	Take Glades Road west of 441 approximately 2 miles to Ponderosa Drive and turn north to the site
Wallis Road	Located on the north side of Wallis Road between Haverhill Road and Military Trail

* Private Sites used in the past.

Solid Waste Authority of Palm Beach County
Disaster Debris Removal and Disposal

SOLID WASTE AUTHORITY**OF PALM BEACH COUNTY**

7501 North Jog Road

West Palm Beach, Florida 33412

Telephone: 561-640-4000 • Fax: 561-640-3400



**TASK ORDER
DISASTER DEBRIS MANAGEMENT**

TO _____
Task Order No. _____

In accordance with _____ (Contractor) contract, with the Solid Waste Authority of PBC, Florida, (AUTHORITY) Agreement No. 17-204B for Hurricane/Disaster Debris Removal, Reduction, and Disposal dated _____ the AUTHORITY hereby requests and authorizes the services to be performed on the project as described below:

Project: _____

Specific Work to be performed: _____

Duration of Work (Include Start Date, End Date and Total Calendar Days): _____

Method of Payment: _____

Estimated Cost of this Task Order: \$ _____

Contractor Signature: _____ Date: _____

AUTHORITY Signature: _____ Date: _____

SWA Use Only

SWA Requestor/Monitor: _____		Date: _____
SWA Dept. Director: _____		Date: _____
Vendor No.: _____	Account No.: _____	Project: _____
Purchasing: _____	Budget: _____	Accounting: _____

MOBILIZATION SCHEDULE

CONTRACTOR shall commence mobilization of equipment, operators, and laborers immediately upon receipt of a Mobilization Task Order to meet the progress pattern set below.

	Category 1 & 2	Category 3	Category 4	Category 5
Within 24 hours	40%	25%	20%	15%
Within 48 hours	80%	40%	35%	25%
Within 72 hours	100%	75%	50%	45%
Within 96 hours		100%	70%	60%
Within 7 days			90%	80%
Within 10 days			100%	90%
Within 14 days				100%

BUY AMERICA REQUIREMENTS

Source of Supply – Steel and Iron (Federal Aid Contracts Only): For Federal-aid contracts, the Contractor will only use steel and iron produced in the United States, in accordance with the buy America provisions of 23 CFR 635.410. Contractor will ensure that all manufacturing processes for these materials occur in the United States. A manufacturing process is any process that modifies the chemical content, physical shape, size or final finish of a product, beginning with the initial melting and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, pre-stressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the compensation or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. The Contractor shall provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the finished product was manufactured in the United States in accordance with the requirements of this provision. Such certification shall also include: (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced with the United States except for minimal quantities of foreign steel and iron and specify the actual value of the product. Each such certification shall be furnished to the AUTHORITY prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, Contractor shall furnish invoices to document the costs of such material, and obtain the AUTHORITY'S written approval prior to incorporating the material into the project.

PERFORMANCE AND PAYMENT BOND

BY THIS BOND, WE, _____, Inc., as Principal and _____ a Corporation, as Surety, are bound to the Solid Waste Authority of Palm Beach County, hereinafter referred to as "Authority", in the sum of _____ Dollars (up to \$10,000,000), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Agreement dated _____, 20____ between Principal and Authority for Hurricane/Disaster Debris Removal, Reduction and Disposal, Agreement No. 17-204B, the Agreement being made a part of this bond by reference, in the time and in the manner prescribed in the Agreement, and;
2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials and supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement, and;
3. Pays Authority all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Authority sustains because of a default by Principal under the Agreement, and;
4. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement, and;
5. At completion of all work covered by Agreement and Final Payment by Authority to Principal then Principal will replace this Performance and Payment Bond with a Proposal Bond, in the amount of 5% of this Performance and Payment Bond, to be held by the Authority as a guarantee that Principal will provide to the Authority a Performance and Payment Bond in the amount of up to \$10,000,000 on the occasion of a subsequent Task Order in accordance with the above referenced Agreement;

then this bond is void; otherwise it remains in full force.

Surety shall be responsible for any and all liquidated damages imposed by the Authority for the referenced Agreement.

EXHIBIT I

Any changes in or under the Agreement Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes does not affect Surety's obligation under this bond. Any increase in the total Agreement amount as authorized by the Authority shall accordingly increase the Surety's obligation by the same dollar amount of said increase. CONTRACTOR shall be responsible for notification to Surety of all such changes.

See subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.

Signed and sealed this _____ day of _____, 20____.

PRINCIPAL: _____

By: _____
Signature

Name: _____

Title: _____

Address: _____

Telephone: _____

SURETY: _____

By: _____
Signature

Name: _____

Title: _____

Address: _____

Telephone: _____

WITNESS:

1. _____

2. _____

WITNESS:

1. _____

2. _____

NOTE:

Date of Bond must not be prior to date of Agreement. If CONTRACTOR is a Partnership, all partners must execute bond.

IMPORTANT:

Surety companies executing bonds must appear and remain on the Treasury Department's most current list (Circular 570 as amended) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida, and be pre-approved by the Authority.

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155 F Road Loxahatchee Groves, FL 33470

TO: Mayor and Councilmembers

FROM: James Titcomb, Town Manager

VIA: Francine Ramaglia, Assistant Town Manager

SUBJECT: Resolution No. 2019-35 Ratifying the Asphalt Paving Overlay of F Road Between Citrus Drive to Collecting Canal Road by Hardrives Paving, Inc. and Authorizing Payment

Background:

The OGEM roadways in the Town are in varying degrees of disrepair and specific areas have been identified by the Town as potential “pilot projects” with varying methods for performing repairs. More specifically, the section of F road between Citrus Drive and Collecting Canal Road has been identified as a safety hazard due to its significant deterioration such that at its May 7, 2019 Council Meeting, the Town Council directed Town staff to complete repairs immediately based on information provided in the Public Works Director’s report.

Given the immediacy of the need for the repairs, rather than a lengthy and formal competitive bidding process, the Town obtained quotes from local paving companies for the section of OGEM road on Folsom Drive with the lowest price offered by Hardrives Paving, Inc. As a result, Hardrives provided a quote of \$48,950 to pave the section of F road between Citrus Drive and Collecting Canal Road. Our District Engineer and Hardrives both provided to us an applicable open purchase order with the City of Pompano Beach for asphalt paving for an equivalent product at equal or lower pricing of such Pompano Beach Purchase Order dated January 31, 2019.

Although we have received verbal confirmation from Hardrives to use the Pompano Beach purchase order, we are awaiting a letter agreement from Hardrives to officially extend the same product and pricing to the Town as well as approval from Pompano Beach along with the annual renewal letter. Because it is unlikely that the Town would get better prices and rates through its own competitive bidding or proposals process, staff authorized Hardrives to complete the project based on Council direction at its May 7, 2019 meeting in the best interest of the Town.

Attached are the following documents:

- Resolution No. 2019-35 Ratifying the Asphalt Paving Overlay of F Road Between Citrus Drive to Collecting Canal Road by Hardrives Paving, Inc. and Authorizing Payment
- Exhibit A Hardrives Invoice for F Road Paving

- City of Pompano Annual PO for 2018-2019\
- OGEM Repair Pilot Project Quotes 1 through 5

Recommendations: Staff recommends adoption of Resolution No. 2019-35 Ratifying the Asphalt Paving Overlay of F Road Between Citrus Drive to Collecting Canal Road by Hardrives Paving, Inc., in an Amount of \$48,950, as Shown on the Attached Exhibit “A”; Determining that the Purchase of the Goods and Services Without Competitive Bidding Process is in the Best Interest of the Town; and Authorizing Payment.

RESOLUTION NO. 2019-35

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, RATIFYING THE ASPHALT PAVING OVERLAY OF F ROAD BETWEEN CITRUS DRIVE TO COLLECTING CANAL ROAD BY HARDRIVES PAVING, INC., IN AN AMOUNT OF \$48,950, AS SHOWN ON THE ATTACHED EXHIBIT "A"; DETERMINING THAT THE PURCHASE OF THE GOODS AND SERVICES WITHOUT COMPETITIVE BIDDING PROCESS IS IN THE BEST INTEREST OF THE TOWN; AND AUTHORIZING THE PAYMENT FOR SUCH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the OGEM roadways in the Town are in varying degrees of disrepair and specific areas have been identified by the Town as potential "pilot projects" with varying methods for performing repairs; and

WHEREAS, the section of F road between Citrus Drive and Collecting Canal Road has been identified as a safety hazard due to its significant deterioration such that at its May 7, 2019 Council Meeting, the Town Council directed Town staff to complete repairs immediately; and

WHEREAS, given the immediacy of the need for the repairs, rather than a lengthy and formal competitive bidding process, the Town obtained quotes from local paving companies for the section of OGEM road on Folsom Drive and the selected vendor, Hardrives Paving, Inc., was the lowest price; and,

WHEREAS, the selected vendor, Hardrives Paving, Inc., has an open purchase order with the City of Pompano Beach for asphalt paving and will permit the Town to utilize equivalent products at equal or lower pricing of such Pompano Beach Purchase Order dated January 31, 2019; and,

WHEREAS, it is unlikely that the Town would get better prices and rates through its own competitive bidding or proposals process; and,

WHEREAS, the Town Council finds it is in the best interest of the Town to ratify the expenditure, that it is in the best interest of the Town not to competitively bid for the goods and services for the F Road repairs, and finds that authorizing the payment to Hardrives, Inc. for F Road overlay paving in an amount of \$48,950 as reflected on Exhibit "A" is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council hereby finds that it is in the best interest of the Town to not competitively procure the goods and services for the paving repairs to F Road, as there was an immediate need for the repairs, the time for competitive procurement would have delayed the needed repairs, and through the requests for quotes the Town Administration was able to use an existing contract from another local government entity and prices that the Town Administration does not believe would be lower had the Town engaged in competitive procurement.

Section 3. The Town Council ratifies paving overlay of F Road and authorizes payment to Hardrives, Inc. in the amount of \$48,950, as reflected in the attached Exhibit "A" to this Resolution, which costs were incurred in the immediate repair of F Road pursuant to the direction of the Town Council at its May 7, 2019, meeting.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing Resolution. Council Member _____ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
DAVE DEMAROIS, VICE MAYOR	☐	☐	☐
LAURA DANOWSKI, COUNCIL MEMBER	☐	☐	☐
LISA EL-RAMEY, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS ____ DAY OF _____ 2019.**

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Dave Demarois

APPROVED AS TO LEGAL FORM:

Council Member Laura Danowski

Town Attorney

Council Member Lisa El-Ramey

Council Member Phillis Maniglia

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● SITEMARK ● ASPHALT PAVING ● ROADWAYS ● PARKING AREAS ● CONCRETE WORK

HARDRIVES, INC.

2101 SOUTH CONGRESS AVENUE
DELRAY BEACH, FLORIDA 33445-7398

PHONE 561-278-0456
FAX 561-278-2147

QUOTATION

May 21, 2019

Ph: (561) 793-2418

Email: LPeters@loxahatcheegrovesfl.gov

To: Larry Peters
Public Works Director
155 F Road
Loxahatchee Groves, FL 33470

Name of Project: F Road Paving
Location: F Road, Loxahatchee Groves
Plans and Specifications: As Described Below

WE PROPOSE TO FURNISH ALL LABOR & EQUIPMENT TO PERFORM THE FOLLOWING:

Roll or compact millings to fill holes.
Tack and Pave with 2" Type S-I or S.P. 12.5 TL- C Asphalt.
(2) Speed Bumps
1500' x 20' approx. 3,334 SY

Lump Sum \$49,350.00

NOTES:

- All permits and fees by others.
- Price includes M.O.T. Flaggers for one-way traffic.

Prices are valid for 30 days.

ACCEPTED BY:

TITLE DIRECTOR OF PUBLIC WORKS

DATE:

5/21/19

HARDRIVES, INC.

Craig K. Elmore
Craig K. Elmore, Vice President

HARDRIVES CANNOT GUARANTEE OR BE RESPONSIBLE FOR ROCK BASE WORK CONSTRUCTED BY OTHERS:

Power steering and fast starts will damage asphalt. We cannot be held responsible after completion of this project. Grass and weeds will grow through asphalt. The control of these is the responsibility of the owner of the property. Buyer's signed acceptance will constitute a binding contract. In the event there is any default in payments due under this contract and the same is placed in the hands of an attorney for collection, the purchaser and/or purchasers agree to pay all cost of collection, including a reasonable attorney's fee.

**CITY OF POMPANO BEACH**

P.O. DRAWER 1300
ATTN: ACCOUNTS PAYABLE
POMPANO BEACH, FL 33061

**PURCHASE
ORDER NO.****191007****Type: O***AN EQUAL OPPORTUNITY EMPLOYER*

DATE: 1/31/2019

33076 (561) 2780456
TO: HARDRIVES INC
2101 S CONGRESS AVE
DELRAY BEACH, FL 33445-7307

SHIP TO: STREETS
STREETS
(954) 786-4107/BLDG. B
1190 N.E. 3RD AVENUE
POMPANO BEACH, FL 33060

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	TERMS	CONFIRMED BY	
09/30/2019		2019001150	12/10/2018	NET	JENNIFERJOHNSON/A.LINDSEY	
FOB		CONTRACT#	ACCOUNT NUMBER	PROJECT#	AUTHORIZED BY	
DESTINATION			30273035416512	07925	TAMMY THOMPkins	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE			UNIT COST	EXTENDED COST

1	300,000.00 / L	745 999 ROAD & HWY MATL (ASPHALT) NOT OTHERWISE CLASSIFIED OPEN PO FOR ROAD RESURFACING CITYWIDE BID E-02-18	1.0000	300,000.00
---	----------------	--	--------	------------

PER BID E-02-18, EXP 2/27/19

COMM. APPROVED 2/27/18, ITEM #10

FILE ID #18-170

Vendor please note - this is an open purchase order for miscellaneous items/service as needed. "Quantity" and "Unit Cost" have been reversed so that we can process partial payments to you as items are received. No capital items over \$1000.00 each are to be ordered from this P.O.

THIS PURCHASE ORDER IS ONLY AUTHORIZED FOR PURCHASES UP TO THE STATED TOTAL AMOUNT. ADDITIONAL PURCHASES ABOVE THE STATED TOTAL AMOUNT ARE ONLY AUTHORIZED BY FORMAL CHANGE ORDERS TO THIS PURCHASE ORDER. THE CITY WILL BEAR NO LIABILITY FOR PURCHASES OVER THE STATED LIMIT WITHOUT SUCH CHANGE ORDER(S).

PURCHASE ORDER ONLY VALID 10/1/18-9/30/19, UNLESS STATED OTHERWISE ABOVE.

TOTAL PURCHASE AMOUNT**\$300,000.00**



CITY OF POMPANO BEACH

P.O. DRAWER 1300
ATTN: ACCOUNTS PAYABLE
POMPANO BEACH, FL 33061

**PURCHASE
ORDER NO.
191007
Type: O**

AN EQUAL OPPORTUNITY EMPLOYER

DATE: 1/31/2019

33076 (561) 2780456
TO: HARDRIVES INC
2101 S CONGRESS AVE
DELRAY BEACH, FL 33445-7307

SHIP TO: STREETS
STREETS
(954) 786-4107/BLDG. B
1190 N.E. 3RD AVENUE
POMPANO BEACH, FL 33060

*Our P.O. # **MUST** Appear on ALL Invoices, Packages and Correspondence*

DELIVER BY		REQUISITION #	REQUISITION DATE	TERMS	CONFIRMED BY	
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FOB		CONTRACT#	ACCOUNT NUMBER	PROJECT#	AUTHORIZED BY	
DESTINATION			30273035416512	07925	TAMMY THOMPkins	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE			UNIT COST	EXTENDED COST



CITY OF POMPANO BEACH
P.O. DRAWER 1300
ATTN: ACCOUNTS PAYABLE
POMPANO BEACH, FL 33061

**PURCHASE
ORDER NO.
191007
Type: O**

AN EQUAL OPPORTUNITY EMPLOYER

DATE: 1/31/2019

33076 (561) 2780456
TO: HARDRIVES INC
2101 S CONGRESS AVE
DELRAY BEACH, FL 33445-7307

SHIP TO: STREETS
STREETS
(954) 786-4107/BLDG. B
1190 N.E. 3RD AVENUE
POMPANO BEACH, FL 33060

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	TERMS	CONFIRMED BY	
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FOB		CONTRACT#	ACCOUNT NUMBER	PROJECT#	AUTHORIZED BY	
DESTINATION			30273035416512	07925	TAMMY THOMPkins	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE			UNIT COST	EXTENDED COST

IMPORTANT INFORMATION FOR VENDORS

1. PURCHASE ORDER # MUST APPEAR ON ALL INVOICES, SHIPPING NOTICES & PACKAGES.
2. INCLUDE PACKING LIST WITH EACH SHIPMENT.
3. IMMEDIATELY UPON SHIPMENT SEND INVOICE IN DUPLICATE TO: ACCOUNTS PAYABLE/P.O. DRAWER 1300/ POMPANO BEACH, FL 33061.
4. NO C.O.D SHIPMENTS ACCEPTED
5. "IF ITEM(S) PURCHASED ARE CLASSIFIED AS TOXIC OR HAZARDOUS SUBSTANCES UNDER CHAPTER 442 FLORIDA STATUTES, VENDOR MUST SUBMIT COPIES OF MATERIAL SAFETY DATA SHEET (MSDS) FOR EACH SUBSTANCE TO DELIVERY LOCATION AT THE TIME OF SHIPMENT. PRODUCTS MUST BE IDENTIFIED AND LABELED IN ACCORDANCE WITH OSHA STANDARDS. FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN DELAY OF PAYMENT UNTIL COMPLIANCE IS EFFECTED."

TERMS AND CONDITIONS

1. **Quality:** The quality of the item(s) delivered shall be equal or better than the item(s) listed herein as approved by the City. Substitutes of lesser quality must be approved in writing, in advance by the Purchasing Agent, City of Pompano Beach, prior to shipment.
2. If prices are higher than specified, do not ship without Purchasing Agent's prior approval in writing.
3. Send separate invoice for each shipment.

PAYMENT TERMS

PAYMENT OF THIS PURCHASE ORDER WILL BE MADE WITHIN 45 DAYS AFTER RECEIPT OF MERCHANDISE, UNLESS PAYMENT DISCOUNT IS OFFERED. WHERE SUCH TERM DISCOUNT IS ALLOWED, THE CITY RESERVES THE RIGHT TO DEDUCT THE DISCOUNT WITHIN THE STATED TIME LIMIT BEGINNING AFTER RECEIPT OF MERCHANDISE. DISCOUNT TERMS, IF ANY, ARE TO BE STATED ON VENDOR INVOICE.

4. **Delivery will be accepted at Vendor's risk.** Goods are subject to inspection and return to vendor at vendor's expense if found unsatisfactory.
5. All credit adjustments must be made by check or credit memo directly to the Finance Department.
6. The City is exempt from the payment of all Federal excise taxes and sales taxes of the State of Florida, and generally all other State Governments. Seller shall furnish proper exemption certificate.
7. Correspondence in reference to this order must be addressed to the Purchasing Agent, City of Pompano Beach, Florida.
8. Vendor, by accepting this order, assumes complete responsibility for any alleged patent infringements, and will hold the City harmless from all suits and payments.
9. The City assumes no responsibility for purchases exceeding \$ 25.00 which are not covered by a purchase order number or approved by the Purchasing Agent or Buyer, in writing.
10. The nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.
11. **RETENTION OF RECORDS & RIGHT TO ACCESS CLAUSE:**
The vendor shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of (3) years, the records shall be retained until resolution of the audit finding.
12. **If the above conditions are not acceptable, please advise the City on receipt of the order and prior to making delivery.**

Send Original and One Copy of Invoice to:
CITY OF POMPANO BEACH
ACCOUNTS PAYABLE
P.O. DRAWER 1300
POMPANO BEACH, FL 33061

F.O.B. POMPANO BEACH, FL
F.E.I. 59-6000411
U.S. Treasury Department
I.R.S. Registration No. 59-74-0083K
State Sales Tax Exemption
Certificate no. 85-8012621672C-6

John J. Smith

OGEM Repair Pilot Project

• SITEMARK • ASPHALT PAVING • ROADWAYS • PARKING AREAS • CONCRETE WORK

HARDRIVES, INC.

2101 SOUTH CONGRESS AVENUE
DELRAY BEACH, FLORIDA 33445-7398

PHONE 561-278-0456
FAX 561-278-2147

QUOTATION

May 13, 2019

To: Larry Peters
Public Works Director
155 F Road
Loxahatchee Groves, FL 33470

Ph: (561) 793-2418
Email: LPeters@loxahatchee-grovesfl.gov

Name of Project: Folsom Road Paving
Location: Folsom Road, Loxahatchee Groves
Plans and Specifications: As Described Below

WE PROPOSE TO FURNISH ALL LABOR & EQUIPMENT TO PERFORM THE FOLLOWING:

Broom clean roadway and fill existing potholes.

Tack and Pave with 1 1/4" Type S-III Asphalt. 490' x 20' approx. 1,089 SY

Lump Sum \$17,000.00

NOTES:

- All permits and fees by others.
- Price includes M.O.T. Flaggers for one-way traffic.

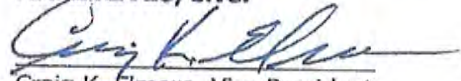
Prices are valid for 30 days.

ACCEPTED BY:

TITLE

DATE:

HARDRIVES, INC.


Craig K. Elmore, Vice President

HARDRIVES CANNOT GUARANTEE OR BE RESPONSIBLE FOR ROCK BASE WORK CONSTRUCTED BY OTHERS:

Power steering and fast starts will damage asphalt. We cannot be held responsible after completion of this project. Grass and weeds will grow through asphalt. The control of these is the responsibility of the owner of the property. Buyer's signed acceptance will constitute a binding contract. In the event there is any default in payments due under this contract and the same is placed in the hands of an attorney for collection, the purchaser and/or purchasers agree to pay all cost of collection, including a reasonable attorney's fee.



WBI CONTRACTING OF PALM BEACH, INC.

1544 "B" Road

LOXAHATCHEE, FL 33470

PHONE 561-718-3319

EMAIL jorgeperezatwbi@aol.com

PROPOSAL/CONTRACT

Proposal submitted to: Town of Loxahatchee Groves

155 F Road

Loxahatchee, Fl 33470

Phone: 561-793-2418

Email: dpw@loxahatcheegrovesfl.gov

Contact: Larry Peters

April 25, 2019

Proposal submitted by Jorge Perez

Job Name: Folsom Road Paving Overlay Repair

We offer the following proposal subject to the terms outlined as follows:

PAVING OVERLAY

Clean areas to be paved of all loose particles and debris

Saw cut & remove damaged areas

Patch Holes in Existing OGEM Road

Saw cut and remove 2 feet of existing roadway where repair starts and ends.

Apply Tack oil bonding agent to ensure proper adhesion between surfaces

Install 1.25" of Type S-III Hot asphalt

M.O.T. as needed to maintain one lane open

TOTAL BID: \$21, 998.00

* This price is for 9600 s.f. of overlay, permits by others.

Payment to be made as follows: Lump sum amount of 14 days of Invoice date

No density testing or surveying included.

PRICES VALID FOR 30 DAYS

Accepted by: _____



Estimate

Professional Services Group, LLC
2101 Stratford Drive
Deland, Florida 32724
(386) 804-4678

DATE: MAY 2, 2019
TERMS: DUE UPON REQUEST

Town of Loxahatchee Groves
F- Road
Loxahatchee, FL

JOB **Ogem Pilot Repair for**
Folsom Drive

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1 LS	Mobilization	\$6,000.00	\$6,000.00
1 LS	Provide removal and disposal of existing OGEM road section of 380LF x 19' Wide	\$3,600.00	\$3,600.00
1 LS	Provide and install lime base with 95% compaction of modified proctor density	\$4,200.00	\$4,200.00
1 LS	Provide grading of for all excavated and/ or disturbed areas	\$5,000.00	\$5,000.00
1 LS	Provide type II asphalt to be installed in 380' x 19' or 7,220 SQFT 2"s thick	\$57,760.00	\$57,760.00

Total
Estimate \$76,560.00

Your signature on this document represents that you have read and fully understand the services to be provided by PSG and its employees. Any items not explicitly described in the above description of this estimate are not included and will be considered as a change of conditions. A written authorization will be needed for PSG or its employees to perform any work not listed above.

ALL payments are due as described above on this estimate. In the event legal actions become necessary for any reason whatsoever, you the client listed above agree to reimburse at your own expense Professional Services Group, LLC for any and all reasonable attorney's and/or litigation fees Professional Services Group, may incur as a result of dispute or collection of payment. In the event of any and all legal proceedings, the court venue will take place in Volusia County, Florida. This Document will supersede any and all agreements, weather verbal, written etc. This Document will not be effective without the signature of Professional Services Group, LLC (Kenneth Wood) or authorized representative.

You the client further agree to surrender you deposit in full to compensate PSG for all administrative work performed on your project. You the client listed above also, agree that ANY delay in work outside of the control of Professional Services Group, Such as Delay's in executing change orders, Stop Work orders, Design flaws and/ or changes, Delivery of materials, ETC. You agree to compensate Professional Services Group at the rate of \$300.00 Per Man Hour for each and every hour of down time incurred. With an Additional \$100.00 Per hour for all equipment presently on site.

Professional Services Group, LLC, ONLY warranties the workmanship of Professional Services Group, LLC. You agree to hold Professional Services Group, LLC and its employees, managers, owners, shareholders etc. harmless now and forever against any material defects of any kind. Including but not limited to Bad Import Material Provided by third party, bad concrete provided by third party, defective steel delivered by third party, bad testing provided by third party and any other item delivered by third party. Professional Services Group, LLC will meet the intent of the industry standards.



155 F Road Loxahatchee Groves, FL 33470

TO: Mayor and Councilmembers

FROM: James Titcomb, Town Manager

VIA: Francine Ramaglia, Assistant Town Manager

SUBJECT: Resolution No. 2019-36 Authorizing the Entry by the Town into Agreements with Vendors for Goods and Services Utilizing Other Government Agency Contracts; Authorizing the Mayor to Execute Necessary Documents in Forms Acceptable to the Town Manager and Town Attorney to take necessary action to Implement such Cooperative Purchasing Agreements

Background:

The Town's Purchasing Code, Section 2-C.(2)(e), allows for the utilization other government agencies' contracts provided that the same or substantially similar goods and/or services were competitively solicited; that the contract permits such and the awarding jurisdiction and/or contractor agree to allow the Town to purchase therefrom; and that the price is equal or lower than that awarded by the other government.

Staff has begun to compile a list of cooperative purchasing agreements available to the Town through competitive selection processes completed by other agencies. Our goal is to build a library of contracts and vendors for a variety of significant functions and operations for best pricing and immediate availability. Creation of the library of contracts will facilitate our procurement process so that we can accelerate our operations while ensuring compliance with purchasing requirements.

The table below is the initial list of cooperative agreements staff recommends the Town enter into pending receipt of required confirmation and documentation from both the contracting agency and the awarded contractors stating that we may utilize each of the contracts under cooperative agreement for the same or equivalent products and/or services at the stated or lower pricing and otherwise mirrors all terms and conditions in the contracting agency's agreement. Purchase orders, individually or in the aggregate, are not to exceed amounts budgeted without separate budget amendment and/or Council approval as required by the Town's purchasing requirements.

Attached are the following documents:

- Resolution No. 2019-36 Authorizing the Entry by the Town into Agreements with Vendors for Goods and Services Utilizing Other Government Agency Contracts; Authorizing the Mayor to Execute Necessary Documents in Forms Acceptable to the Town Manager and Town Attorney to take necessary action to Implement such Cooperative Purchasing Agreements

- Exhibit A: Local Government Contracts Authorized to be Used by the Town:

Contractor	Contracting Agency	Term	Commodity/Service
M&M Asphalt Maintenance, Inc.	Indian Trails	September 30, 2019	General Contracting (includes but is not limited to roofing, structural, drainage systems, etc)
Hardrives, Inc.	Pompano Beach	February 27, 2020	Asphalt Paving & Resurfacing
Ranger	Wellington	August 11, 2019	Asphalt Milling & Resurfacing
Amroad, LLC	Deerfield Beach	November 6, 2019	Pavement Marking
Odums	Wellington	April 26, 2020	Sod
Agricultural Land Services	Wellington	April 26, 2020	Sod
Complete Property Services of South Florida	Deerfield Beach	May 15, 2020	Landscaping services (including bush hog mowing services & debris removal, herbicide application)
Gomez & Son Fence Corporation	Deerfield Beach	As needed, when needed-including for FEMA reimbursement	Fencing
Martin Fence	West Palm Beach	January 13, 2020	Fencing
Duffy's	Wellington	April 3, 2020	Tree trimming/pruning

Recommendations: Staff recommends adoption of Resolution No. 2019-36 Authorizing the Entry by the Town into Agreements with Vendors for Goods and Services Utilizing Other Government Agency Contracts; Authorizing the Mayor to Execute Necessary Documents in Forms Acceptable to the Town Manager and Town Attorney to take necessary action to Implement such Cooperative Purchasing Agreements

RESOLUTION NO. 2019-36

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE ENTRY BY THE TOWN INTO AGREEMENTS WITH VENDORS FOR GOODS AND SERVICES UTILIZING OTHER GOVERNMENT AGENCY CONTRACTS; AUTHORIZING THE MAYOR TO EXECUTE NECESSARY DOCUMENTS IN FORMS ACCEPTABLE TO THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE INTENT OF THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE SUCH ACTIONS AS ARE NECESSARY TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-C.(2)(e) of the Town's Purchasing Code permits the Town to enter into agreements for goods and services using other government agency contracts, so long as they were competitively bid and the price offered to the Town is the same or less than the price of the contracting government agency; and,

WHEREAS, the Town is in need of reliable sources for goods and services relating to repair and maintenance of public facilities, including road repairs and maintenance, landscaping and sod maintenance and repair, and other miscellaneous public works; and,

WHEREAS, the Town Administration has researched and located several government agency contracts for goods and services needed by the Town, which have been competitively procured and where the Town can obtain the same goods and services at prices equal to or less than the prices in the other government contracts; and,

WHEREAS, attached hereto and incorporated herein as Exhibit "A" is a matrix reflecting the vendor, the local government, the current expiration date for the contract to be utilized by the Town, the goods and services to be purchased by the Town through the local government contract, and the amount authorized to be spent on each contract; and,

WHEREAS, the Town Manager does not believe the Town could get better prices for the goods and services if the Town procured them itself; and,

WHEREAS, the Town Manager recommends that the Town Council authorize the use of the local government contracts listed in Exhibit “A”, and authorize the Mayor to execute any and all documents to implement the use of the contracts, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney; and,

WHEREAS, the Town Council finds it is in the best interest of the Town of Loxahatchee Groves to act in accordance with the recommendation of the Town Manager.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby authorizes the Town to utilize other government agency contracts for goods and services pursuant to and consistent with Exhibit “A”. The Mayor is authorized to execute any and all documents to implement the use of the other government contracts by the Town, including letter agreements and addenda, in forms acceptable to the Town Manager and Town Attorney. The Town Manager and Town Attorney are authorized to take such actions as are necessary to implement this Resolution. The spending authority for each contract is limited to the amount set forth in Exhibit A. In addition, the Town may use the other government contracts so long as they remain in effect, including renewals or extensions of the contracts by the other government agencies.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing Resolution. Council Member _____ seconded the Motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
ROBERT SHORR, MAYOR	☐	☐	☐
DAVE DEMAROIS, VICE MAYOR	☐	☐	☐
LAURA DANOWSKI, COUNCIL MEMBER	☐	☐	☐
LISA EL-RAMEY, COUNCIL MEMBER	☐	☐	☐
PHILLIS MANIGLIA, COUNCIL MEMBER	☐	☐	☐

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ____ DAY OF _____ 2019.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

Mayor Robert Shorr

Lakisha Burch, Town Clerk

Vice Mayor Dave Demarois

APPROVED AS T LEGAL FORM:

Council Member Laura Danowski

Town Attorney

Council Member Lisa El-Ramey

Council Member Phillis Maniglia

EXHIBIT “A”**LOCAL GOVERNMENT CONTRACTS AUTHORIZED TO BE USED BY THE TOWN**

Contractor	Contracting Agency	Term	Commodity/Service
M&M Asphalt Maintenance, Inc.	Indian Trails	September 30, 2019	General Contracting (includes but is not limited to roofing, structural, drainage systems, etc)
Hardrives, Inc.	Pompano Beach	February 27, 2020	Asphalt Paving & Resurfacing
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Martin Fence	West Palm Beach	January 13, 2020	Fencing
Duffy's	Wellington	April 3, 2020	Tree trimming/pruning

Purchase orders, individually or in the aggregate, are not to exceed amounts budgeted without separate budget amendment subject to Council approval as required.

MEMO

RECEIVED
JAN 13 2015
City of West Palm Beach
Mayor's Office



OFFICE OF THE CITY ATTORNEY

To: Jeri Muoio, Mayor
From: Nancy D. Urcheck, Deputy City Attorney *[Signature]*
Date: January 13, 2015
Matter No: 15087
Dept. 971 Public Utilities
Re: Martin Fence; Fence Maintenance & Repair; Master

Transmitted herewith for your signature are original documents which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

To: Office of the City Clerk

RECEIVED

The Mayor is authorized to execute the document in accordance with:

JAN 14 2015

Y Procurement Code.
 Commission Approval. Resolution No.
 City Charter

CITY OF WEST PALM BEACH
OFFICE OF THE CITY CLERK

Please take the actions indicated below with respect to these documents:

Y Attest to the execution of the Agreement by the Mayor.
Y Insert the date of execution beneath the Mayor's signature (if not already dated).

Estimated Record Retention Review:

 (5 years from estimated completion and final payment; service and general contracts)
X February 2030
(10 years from estimated completion and final payment for construction & CCNA contracts).

Please retain one original as a public record and forward the other original to:

Robin Hewitt, Engineering Services

bm



MASTER SERVICES CONTRACT

Fence Maintenance and Repair

Contract No. 15087

Contractor Name. **MARTIN FENCE CO.**

Contractor Address: 862 13th Street
Lake Park, FL 33403

Email: rgreene@martinfence.com

Telephone: (561) 848-2688

FEI/EIN #: 59-1892263

City Procurement: ITB No. 13-14-141

Services: The Services shall include: fencing repair, replacement and maintenance services for City-owned facilities and housing rehabilitations on an "as needed" basis.

Contractor shall furnish, at its expense, all labor, supervisors, equipment, machinery, tools, materials, transportation, and other facilities and services necessary to fully complete all work in accordance with the Specifications attached as **Exhibit A**.

Contractor shall be responsible to ensure frequent pick-up of all refuse, rubbish, scrap materials, and debris that result from its operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises. NO rubbish shall be deposited as fill on the work site. At completion of work, the Contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.

The safeguard of all equipment, tools, materials, etc., at the work site is the contractor's responsibility.

The contractor shall have an English-speaking supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.

This is a non-exclusive contract and City may award contracts for similar services to other contractors.

Work Orders: Services will be requested by City via work order. Work orders will be issued by City on an as-needed basis. Each work order will detail the specific scope of work, schedule for completion and compensation based on the unit prices contained in this Contract. No work is authorized until a work order is fully executed by the City. Any amendment to a work order is not effective and not authorized until such amendment is fully executed by the City. All terms and conditions of this Contract will be applicable to each Work Order. Upon completion of Work Order task, the Contractor will submit an individual invoice, a copy of the Work Order and the appropriate completed Small Business participation form. No minimum quantity of work orders nor minimum amount of compensation is guaranteed under this Contract. No Work Order may be issued for Services to be completed after the expiration of this Contract. The form of City's work order is attached to this Contract as **Exhibit B**.

Work Order Completion: Work Orders shall be completed within the time indicated for each Work Order.

Fee; Unit Prices: The Fee for each individual work order shall be specified in the work order and shall be based on the fees/ prices shown in **Exhibit C** attached.

Special Terms:

Permits. It shall be the responsibility of the Contractor to comply with City Ordinances by securing the necessary permits.

Performance Warranty. Work performed under this Contract shall meet all applicable requirements of the City's specifications. Contractor shall guarantee all work included in the contract against any defects in workmanship; and shall satisfactorily correct, at no cost to the City, any such defect that may become apparent within the period of two years after completion of work. The warranty period shall commence upon date of acceptance by the City.

Material Warranty. Parts furnished under this Contract shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned or discontinued models or materials are not acceptable. The warranty period for the provided materials shall be for a period of one year after completion of the installation or within the manufacturers' warranty, whichever is the later period. The warranty period shall commence upon date of acceptance by the City. Contractor shall provide the authorized City representative with all manufacturers' warranty documents upon completion of installation and prior to leaving the job site.

Safety. Contractor shall provide all equipment and tools which shall be the appropriate type for the task to which its use has been assigned and shall be well maintained, calibrated, and in proper working order before use in the performance of the service. Contractor shall, prior to commencing work, thoroughly examine and become familiar with the system(s) and associated facilities to ensure the service can be completed in an orderly, safe manner. Contractor shall maintain a safe work environment at all times. Contractor shall report immediately to City authorized representative the existence of unsafe condition(s), which will compromise the performance of the service. All contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

Corrections / Repairs. Contractor shall correct any and all damages caused by Contractor's operations to the City's satisfaction at no additional cost to the City.

Emergency Support. Contractor agrees that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God, that the City shall be provided goods and services on a first priority basis. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency. In the event of a disaster, work will be given to the Contractors first available to respond. Funds for services under the resulting contract may be derived from federal grants and therefore the Contractor must comply with federal guidelines (see Exhibit D, attached) for work orders issued for emergency support to be paid with federal funds. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

Small Business Goal: 15% - aggregate of all work orders

=====

THIS CONTRACT ("Contract") is made by and between the **CONTRACTOR** identified above and the **CITY OF WEST PALM BEACH** ("City"), 401 Clematis Street, West Palm Beach, FL 33401,

In consideration of the covenants and conditions set forth in this Contract, the Contractor and City agree as follows:

1. **Services.** City will issue Work Orders for Services under this Master Contract. Contractor shall provide all equipment, materials and labor necessary to provide the services described above, and in more detail in each Work Order (the "Services"). Contractor shall render the Services in a diligent, careful and thorough manner consistent with good business practice. Time shall be of the essence with respect to all matters set forth in this

FORM MASTER SVS 050713

(Martin Fence Co.) – Master Fence Contract

Contract. The Services shall be completed, to the City's satisfaction, in accordance with the time frames established in each Work Order.

2. **Prices.** The City shall pay Contractor, for Services completed satisfactorily, the price indicated on each Work Order, based on the unit prices under this Contract (the "Prices"). The Prices shall be the sole compensation paid to Contractor in connection with the rendition of the Services and the performance of any and all of its other obligations under this Contract and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Contractor. The Prices established in each duly executed Work Order shall be the only basis for payment to Contractor by the City.

3. **Invoices.** Invoices must identify the PO number and shall be submitted to:
West Palm Beach Finance Department
Attn: Accounts Payable
P.O. Box 3366
West Palm Beach, FL 33402-3366.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. **Contractor shall provide W-9 to City with first invoice.**

4. **Payment.** Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Contract shall be conclusive evidence of the performance of this Contract by Contractor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Contractor of liability for the defective, faulty or incomplete rendition of the Services.

5. **Term.** This Contract shall remain in effect for three (3) years from the date of execution of this Contract by the City. The City shall execute this Contract last. This Contract may be extended for two (2) additional terms of one (1) year each; provided a written Amendment to this Contract is executed by the parties. The term extension is optional for the parties and nothing in this Contract gives Contractor a right to any term extension.

6. **Representations, Warranties and Covenants of Contractor**

6.1 **Authority.** Contractor hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Contract without the need for any further corporate or governmental consents or approvals, and that the persons executing this Contract are authorized to execute and deliver it.

6.2 **Duly Licensed.** Contractor represents that it is duly licensed to perform the Services under this Contract and that it will continue to maintain all licenses and approvals required to conduct its business.

6.3 **No Contingency.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. In the event of a breach or violation of this provision by Contractor, the City shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the contract fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

7. **Standard of Care.** The standard of care for all Services performed or furnished by Contractor under this Contract will be superior to the care and skill ordinarily used by members of Contractor's profession practicing under similar circumstances or at the same time and in the same locality.

8. **Compliance with Laws.** In the conduct of the Services under this Contract, Contractor shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations, including ethics and procurement requirements.

9. **Independent Contractor.** It is specifically understood that Contractor is an independent contractor. *If Contractor is a business firm:* (i) Contractor acknowledges that its employees will not be covered by the City's workers' compensation insurance; (ii) Contractor shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Contractor's employees who provide Services under this Contract; (iii) Contractor shall have no authority to bind City to any contractual or other obligation whatsoever; (iv) Contractor shall be responsible to the City for all work or services performed by Contractor, its employees, agents, or subcontractors under this Contract.

10. **Right to Audit.** Contractor shall maintain adequate records for the Services performed under this Contract for five (5) years following completion of the Services, or conclusion of any litigation regarding this Contract. The City shall have the right to audit Contractor's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Contract. Contractor shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Contract. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Contractor to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Contractor and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Contractor within 45 days from presentation of City's findings to Contractor. Failure by Contractor to permit such audit shall be grounds for termination of this Contract by the City.

11. **Property Rights.** Any work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the Services or obtained in the performance of this Contract, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of such Services. Upon delivery to the City of said work product, the City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material or work product developed under this Contract. Any reuse of Contractor's prepared documents by the City, except for the specific purpose intended hereunder, will be at City's sole risk and without liability or legal exposure to Contractor or its sub-Contractors.

12. **Insurance.** Contractor shall purchase from and maintain during the term of the Services, and all applicable statutes of limitation periods, the following insurance:

(a) **Comprehensive General Liability Insurance:** Broad Form policy to include coverage for premises / operations, personal and advertising injury, and products / completed operations in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000 general aggregate which may not be subject to a self-insured retention or deductible exceeding \$25,000.

(b) **Worker's Compensation** coverage Part I requires statutory limits per Florida Statutes, Chapter 440 and Part II, **Employer's Liability Insurance**, requires limits in an amount not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee" unless an opt out letter in conformance with Florida Statutes, Chapter 440, has been provided to the City. (Contractor must provide a current Certificate of Election to be Exempted From Florida Workers' Compensation Law if an exemption is requested.)

☐ Contractor is the sole owner and/or employer with less than four non-construction employees and opts out of workers' compensation coverage under Florida Chapter 440. Contractor understands that Contractor must comply with Sec. 440.055, F.S., and other applicable regulations. Contractor is an independent contractor.

Contractor Signature

(c) Automobile Liability: Not less than \$500,000 combined single limit for each accident or occurrence. Automobile liability coverage may not be subject to a self-insured retention or deductible exceeding \$10,000.

Self-insurance shall not be acceptable. All insurance policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a best's rating of A- VI or better.

Additional Insured: All liability insurance policies shall name and endorse the following as additional insured(s): the City of West Palm Beach and its commissioners, officers, employees and agents.

Certificate of Insurance: Contractor shall provide the City Risk Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required prior to the commencement of Services. It is the Contractor's responsibility to ensure that the City's Risk Manager and the Department both have a current Insurance Certificate and endorsements at all times.

If Contractor's insurance policy is a claims made policy, Contractor shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of this Contract. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

The provisions of this section shall survive beyond the expiration or termination of this Contract.

13. Indemnity. Contractor agrees to indemnify, defend, save and hold harmless the City, its commissioners, officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its commissioners, officials, employees or agents arising out of or incidental to or in any way connected with Contractor's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Contractor in the provision of the Services under this Contract; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Contractor's execution of Services under this Contract; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Contractor. This indemnification includes, but is not limited to, the performance of this Contract by Contractor or any act or omission of Contractor, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Contractor agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under this indemnification provision. To the extent considered necessary by the City, any sums due Contractor under this Contract may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification Contract is separate and apart from, and in no way limited by, any insurance provided pursuant to this Contract or otherwise. This paragraph shall not be construed to require Contractor to indemnify the City for City's own negligence, or intentional acts of the City, its agents or employees. Nothing in this Contract shall be deemed to affect the rights, privileges and sovereign immunities of the City as set forth in Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Contract.

14. Termination.

14.1 The City shall have the right to terminate and Work Order and/or this Contract, in whole or in part, with or without cause, and for its convenience, upon five (5) calendar days written notice to Contractor. In the event of termination, the City shall compensate the Contractor for all authorized Services satisfactorily performed through the termination date under the payment terms contained in this Contract.

14.2 Contractor shall immediately deliver all documents, written information, electronic data and other materials concerning City projects in its possession to the City and shall cooperate in transition of its consulting duties to appropriate parties at the direction of the City.

14.3 Upon termination, this Contract shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Contract and remain in full force and effect.

15. **Warranty.** Contractor shall warrant that the Services shall be free from improper workmanship and/or defective materials for one (1) year from completion.

16. **Notices.** Notices required hereunder shall be given by written notice sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, if to the City, to P.O. Box 3366, West Palm Beach, FL 33402, attention: City Administrator, and if to Contractor, to the address set forth above.

17. **Taxes.** Contractor understands that in performing the Services for the City, Contractor is not exempt from paying sales tax to Contractor's suppliers for materials required for Contractor to perform under this Contract. Contractor shall not be authorized to use City's tax exemption number for purchasing supplies or materials.

18. **Availability of Funds.** This Contract is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Contract is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Contract become unavailable, the City may terminate this Contract upon no less than twenty-four (24) hours notice to Contractor. The City shall be the sole and final authority as to the availability of funds.

19. **Lobbying Certification.** Contractor certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Contract will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

20. **Non Discrimination.** Contractor shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

21. **Assignment.** This Contract requires the skills and experience of Contractor and may not be assigned by Contractor. This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

22. **Force Majeure.** Any deadline provided for in this Contract may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

23. **Ethics; Conflict of Interest.**

23.1 Contractor represents that it has not given or accepted a kickback in relation to this Contract and has not solicited this Contract by payment or acceptance of a gratuity or offer of employment.

23.2 Contractor represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

23.3 Contractor represents that it does not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, or member of any board, committee or agency of the City.

23.4 Contractor represents that it does not employ, directly or indirectly, any official of the City. Contractor represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Contractor.

23.5 Contractor represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any City agency, any employee of the City or any City agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Contractor or its business.

23.6 Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Contract. Contractor further represents that no person having any interest shall be employed or engaged by it for said Services.

23.7 Contractor, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Contractor's exercise of judgment or quality of the Services being provided under this Contract. Contractor, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the CRA under this Contract.

23.8 In the event Contractor is permitted to utilize subcontractors to perform any services required by this Contract, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

24. Public Entity Crimes Act. Contractor represents that the execution of this Contract will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Contractor and its subcontractors under this Contract have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Contract or entering into this Contract. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

25. Unauthorized Aliens/Patriots Act. The knowing employment by Contractor or its sub-contractors of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Contract which results in unilateral termination. Contractor further represents that it is not in violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56., the "Patriot Act").

26. Small Business Requirements. Contractor shall comply with the City's Small Business Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference. Contractor shall comply with the small business commitment contained in Contractor's Proposal. Contractor shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit such records.

27. Public Records Law. Contractor shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract. Failure by the Contractor to grant such public access shall be grounds for immediate unilateral cancellation of this Contract by the City.

28. Governing Law. This Contract shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Contractor submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Contract shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Contractor agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS CONTRACT.

29. **Severability.** In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the maximum extent permitted by law.

30. **Waiver.** Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Contract, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Contract.

31. **Headings.** The headings contained in this Contract are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Contract.

32. **Inspector General.** Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Contract justifying its termination.

33. **Entire Contract; Exhibits; Amendment.** Any Exhibits attached to this Contract are incorporated into the terms and conditions of this Contract. In the event of any conflict between this Contract and any Exhibits, this Contract governs. This Contract embodies the entire Contract and understanding of the parties with respect to the subject matter of this Contract and supersede all prior and contemporaneous Contracts and understandings, oral or written, relating to the subject matter. This Contract may only be modified by written amendment executed by the City and Contractor.

34. **Controlling Provisions.** Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Contract and the requirements or provisions of the Procurement Solicitation and/or Proposal, the provisions shall be given precedence in the following order: (1) this Contract, (2) the Procurement Solicitation; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last executed below.

CONTRACTOR
MARTIN FENCE CO.

By: [Signature]
Print Name: Robert L. Greene
Title: President

CITY OF WEST PALM BEACH

By: [Signature]
Geraldine Muoio, Mayor

Attest: [Signature]
City Clerk

Date: 11/14/2015

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: [Signature]

EXHIBIT A – TECHNICAL SPECIFICATIONS

1.0 PURPOSE

- 1.1 Contractor to provide fence installation and repair services on an as needed basis.

2.0 DISPATCH OF WORK / RESPONSE TIME

- 2.1 Upon receipt of a Work Request or Work Order from the City, the Contractor shall prepare a detailed written estimate. The Contractor will be provided a scope of the work which identifies the specific job description and may include a scheduled site visit.
- 2.2 Contractor's written estimate shall include:
 - 2.2.1 Project name and location name;
 - 2.2.2 Work Order number (if applicable);
 - 2.2.3 List specific unit item quantities needed to complete the project – Identifying each unit cost to the corresponding item number located on the bid form/ fee schedule;
 - 2.2.4 A clear sketch or drawing indicating work being quoted showing distance, and direction and swing of any gates;
 - 2.2.5 Project start and completion dates
- 2.3 Contractor's written estimate shall be received by the City no later than five (5) business days after receipt of the Work Request or Work Order.

3.0 UTILITY LOCATING

- 3.1 As per the "Underground Facility Damage Prevention and Safety Act", Chapter 556, Florida Statutes, Contractor is responsible for contacting Sunshine State One Call of Florida before any excavation. Contractor shall notify the City's project representative of the intent to excavate or penetrate the earth. As with Sunshine One Call, the City will also require 48 hours notification before such work will commence.
- 3.2 Prior to construction, Contractor shall familiarize himself/herself with the location of all existing utilities and facilities within the work sites. Should damage or structural weakening occur to such items through negligence on the part of the Contractor, it is the Contractor's responsibility to see that items are restored as directed by the City's project representative

4.0 PRODUCT SPECIFICATION – CHAIN LINK FENCING

4.1.1 Installation

- 4.1.1.1 Installation shall be in compliance with all requirements and instruction of applicable manufacturer.
- 4.1.1.2 Contractor shall be visit job sites and be responsible for all field measurements and aware of job conditions.
- 4.1.1.3 Removal of existing fence will be paid for as separate line item since some projects may not include removal of existing fence.
- 4.1.1.4 Installation shall be done in a neat professional manner. The fence shall follow the natural contour of the ground (no gaps under fence) in a straight line from one point (corner) to another unless otherwise noted on the drawing.

- 4.1.1.5 Fence posts shall be plumb and the top rails shall be attached in a manner that forms a smooth horizontal alignment.
- 4.1.2 Qualified products: Only items meeting the following specification are acceptable:
- 4.1.2.1 Hot dipped, galvanized, schedule 40 steel pipe. SS-40 is not acceptable.
- 4.1.2.2 Hot dipped, galvanized steel, number nine (No. 9) – gauge fence fabric.
- 4.1.3 Fencing: Fabric shall be chain link type galvanized No. 9 steel wire to withstand a 1,390-pound breaking load. Fabric wire shall be hot dipped zinc coated (after weaving) of not less than 1.2 ounces per square foot of actual wire surface. The mesh size of the fabric shall be two inches (2"). The height shall be specified and /or indicated on the plans. The selvage of all fabric shall be knuckle top and bottom.
- 4.1.4 Line Posts: Shall be hot dipped galvanized steel schedule 40 with a zinc coating of not less than 1.2 ounces per square foot. Posts shall be 1.9 inches O.D. (Outside Diameter) at 1.72 pounds per lineal foot, not to exceed 10 feet on center for fence up to six (6) feet in height. Fence over six (6) feet in height shall be a line post O.D. of 2.375" minimum.
- 4.1.5 Corner and Terminal Posts: Shall be hot dipped galvanized steel schedule 40 with a zinc coating of not less than 1.2 ounces per square foot surface. Posts shall be 2.375 inches O.D. at 3.65 ounces per lineal foot for fence up to six (6) feet in height. Fence over six (6) feet in height shall have a corner and terminal post O.D. of 2.375" minimum.
- 4.1.6 Post Settings: All fence posts shall be set in concrete with no filler added according to the following schedule. Concrete holding each post shall be crowned away from post to shed water. Post embedment is minimum depth and shall be measured from bottom end of post to ground level. Loop Caps shall be galvanized pressed steel.
- | Type of Post | Hole Diameter | | Hole Depth | | Post Depth in Concrete | |
|------------------|-------------------|---------|------------|---------|------------------------|---------|
| (Length of Post) | Up to 8' | Over 8' | Up to 8' | Over 8' | Up to 8' | Over 8' |
| Line | 8" | 12" | 30" | 48" | 28" | 46" |
| Terminal | 12" | 15" | 38" | 48" | 36" | 46" |
| Corner | 12" | 15" | 38" | 48" | 36" | 46" |
| Gate | Post Diameter x 3 | | 38" | 48" | 36" | 46" |
- 4.1.7 Concrete: All concrete shall have 2,500-pound compressive strength.
- 4.1.8 Top Rail: Shall be schedule 40 hot dipped galvanized steel and shall be 1.66 inches O.D. at 2.27 pounds per lineal foot, averaging not less than twenty one foot (21') lengths and joined with pressed steel sleeves (hot galvanized), providing a rigid connection but allowing for expansion and contraction.
- 4.1.9 Braces: All corner, terminal, and gate posts shall be braced with 1.66 inches O.D. pipe at 2.27 pounds per lineal foot and trussed with 3/8" truss rod.
- 4.1.10 Gate Posts: Shall be schedule 40 hot dipped galvanized steel. Posts for a swing with up to six (6) foot maximum panel width shall be 3.0 inches O.D. at 5.79 pounds per lineal foot for fence heights up to six feet (6') (or as indicated on drawings).
- 4.1.11 Gate Frames: Shall be two inches (2") O.D. at 2.717 pounds per lineal foot, rigidly welded at corners and internal joints to make one solid unit. Frame shall be internally braced with galvanized tubular steel of the appropriate size. All gates shall have the standard locking devices (unless otherwise noted on quote request).

- 4.1.12 Fabric Ties: Shall be aluminum No. 6 gauge (except for backstops that shall be steel), located at intervals of one per foot of length of line or terminal post, and six (6) per ten feet (10') of top rail.
- 4.1.13 Stretcher Bars: Shall be ¼" or 3/16" or ¾" flat, hot dipped galvanized or equivalent shall be used at terminal posts and secured to same with suitable stretcher bar bands, at 24" on center mix.
- 4.1.14 Tension Wire: For bottom of fence and / or as specified; shall be No. 7 gauge coil spring wire installed between fence fabric and posts and hog ringed to fabric at not more than twenty-four inch (24") intervals.
- 4.1.15 Miscellaneous Fittings: All fittings entering into the fence necessary to make a complete installation shall be pressed steel and / or malleable steel; all ferrous material shall be thoroughly galvanized by the hot dipped method.
- 4.1.16 Paint: Where call for, Contractor shall wire-brush rusted area, apply Rustoleum primer, and apply two (2) coats of zinc-based paint.
- 4.1.17 Setback: There shall be a minimum distance of three feet (3') between fence and any air conditioner equipment, gas meter, or transformers and electrical equipment.
- 4.1.18 Salvage: All salvageable fencing components shall remain the property of the City and shall, as part of each job, be properly stored at the location designated by an authorized City representative.
- 4.1.19 Vinyl Coating: Where vinyl coating fencing is specified or indicated on the drawings or Work Order request, material shall be in compliance with ASTM F 688 Standard Industrial, Class 2b, with thickness of vinyl coating between .006 and .0010 inches. Core wire shall be 9 galvanized in accordance with ASTM A 640. Color – standard colors; including green, brown, black.

5.0 SPECIALITY FENCING MATERIALS

- 5.1 Specialty fencing materials for new applications or to repair or replace fencing may be needed. These specialty fencing materials may include, but are not limited to plastic, PVC, wood, wrought iron, and aluminum. The Contractor shall invoice the City for these products as per Section 6.0 of these specifications.

6.0 PARTS, MATERIALS, SUBCONTRACTING, EQUIPMENT RENTAL

- 6.1 Contractor's percent markup for approved specialty parts or materials, subcontracted services, and equipment rental shall be invoiced to the City at net cost plus a percentage markup, as indicated on the Fee Schedule.
- 6.2 Contractor's invoice shall indicate the total cost of the specialty parts or materials, subcontracted services, or equipment rental to the Contractor along with Contractor's percent markup.
- 6.3 Attached to the Contractor's invoice shall be supporting documentation that clearly shows the Contractor's itemized cost for subcontracted services or the manufacturers' part number, description, and supply house cost for parts or materials.

7.0 WARRANTY

- 7.1 Contractor shall warrant that the installation is in accordance with the specifications and the fence shall be free from defects in workmanship for two years.
- 7.2 If the fence should fail to conform to this warranty, the contractor shall repair or replace the defective parts within 30 days of notification by the City.



EXHIBIT B

CITY OF WEST PALM BEACH
Master Fencing Services Work Order

Work Order No. _____

Contract No. 15087. _____

Services Type: Fencing

Contractor: MARTIN FENCE CO.

1. **Services/ Task / Project:** A detailed scope of work to be performed under this Work Order is attached as **Exhibit A**.
2. **Schedule:** The Contractor shall commence services under this Work Order on the date indicated in the Notice to Proceed and fully complete said Work in accordance with **Exhibit** ____.
3. **Compensation:** The total amount to be paid to the Contractor by the City under this Work Order, based upon the unit prices/ rates set forth in the Contract, shall not exceed the sum of _____ (\$ _____). A detailed schedule of values is attached as **Exhibit** ____.
4. **Small Business:** The small business commitment for this Work Order is ____%.
5. **Insurance:** Contractor hereby confirms that it maintains the insurance coverages required under the Contract and that certificates of insurance evidencing current policies are on file with the City as of the date of this Work Order.
6. **Contract Reference:** This Work Order shall be performed under the terms and conditions described within the master contract titled Master Services Contract for Fence Maintenance and Repair, dated _____ by and between the City of West Palm Beach and the Contractor named above.
7. **Exhibits.** All attached Exhibits are incorporated fully into this Work Order and the Contract.
8. **Notice to Proceed.** Contractor's receipt of a fully-executed copy of this Work Order shall serve as the Notice to Proceed under this Work Order, unless otherwise indicated in this Work Order.

CONTRACTOR:
MARTIN FENCE CO.

By: _____

Print Name: _____

CITY OF WEST PALM BEACH

By: _____

Geraldine Muoio, Mayor

Date: _____

20____

ATTEST: _____

City Clerk

CITY ATTORNEY'S OFFICE

Approval as to form and legality

By: _____

EXHIBIT C

PRICES / SCHEDULE OF VALUES



ITB No. 13-14-141
Fence Maintenance and Repair Services
Fee Schedule (Revised 9/10/14)

(B3) 1 of 6

Company Name: *MARTIN FENCE CO.*

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
Part I. Provide and Install New Fencing (Galvanized and Vinyl Coated)			
1.1	Galvanized Fencing with Top Rail Fence Height: 4' (see Addendum No. 2)	Per Linear Foot	\$ <i>13.00</i>
1.2	Galvanized Fencing with Top Rail Fence Height: 5' (see Addendum No. 2)	Per Linear Foot	\$ <i>14.00</i>
1.3	Galvanized Fencing with Top Rail Fence Height: 6' (see Addendum No. 2)	Per Linear Foot	\$ <i>15.00</i>
1.4	Galvanized Fencing with Top Rail Fence Height: 8' (see Addendum No. 2)	Per Linear Foot	\$ <i>19.00</i>
1.5	Galvanized Fencing with Top Rail Fence Height: 10' (see Addendum No. 2)	Per Linear Foot	\$ <i>22.00</i>
1.6	Galvanized Fencing without Top Rail; with tension wire Fence Height: 4' (see Addendum No. 2)	Per Linear Foot	\$ <i>11.00</i>
1.7	Galvanized Fencing without Top Rail; with tension wire Fence Height: 5' (see Addendum No. 2)	Per Linear Foot	\$ <i>12.00</i>
1.8	Galvanized Fencing without Top Rail; with tension wire Fence Height: 6' (see Addendum No. 2)	Per Linear Foot	\$ <i>13.00</i>
1.9	Galvanized Fencing without Top Rail; with tension wire Fence Height: 8' (see Addendum No. 2)	Per Linear Foot	\$ <i>17.00</i>
1.10	Galvanized Fencing without Top Rail; with tension wire Fence Height: 10' (see Addendum No. 2)	Per Linear Foot	\$ <i>20.00</i>
1.11	Galvanized Posts Corner Posts with Braces Fence Height: 4'	Each	\$ <i>210.00</i>
1.12	Galvanized Posts Corner Posts with Braces Fence Height: 5'	Each	\$ <i>220.00</i>
1.13	Galvanized Posts Corner Posts with Braces Fence Height: 6'	Each	\$ <i>250.00</i>
1.14	Galvanized Posts Corner Posts with Braces Fence Height: 8'	Each	\$ <i>300.-</i>
1.15	Galvanized Posts Corner Posts with Braces Fence Height: 10'	Each	\$ <i>350.00</i>

Company Name: Martin Fence Co.

(B3) 2 of 6 (Revised 9/10/14)

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
Part I. Provide and Install New Fencing (Galvanized and Vinyl Coated)			
1.16	Galvanized Posts Terminal Posts with Braces Fence Height: 4'	Each	\$ 140.00
1.17	Galvanized Posts Terminal Posts with Braces Fence Height: 5'	Each	\$ 150.00
1.18	Galvanized Posts Terminal Posts with Braces Fence Height: 6'	Each	\$ 180.00
1.19	Galvanized Posts Terminal Posts with Braces Fence Height: 8'	Each	\$ 220.00
1.20	Galvanized Posts Terminal Posts with Braces Fence Height: 10'	Each	\$ 280.00
1.21	Galvanized Posts Including Posts with Braces Fence Height: 4' (see Addendum No. 2)	Each	\$ 50.00
1.22	Galvanized Posts Including Posts with Braces Fence Height: 5' (see Addendum No. 2)	Each	\$ 55.00
1.23	Galvanized Posts Including Posts with Braces Fence Height: 6' (see Addendum No. 2)	Each	\$ 70.00
1.24	Galvanized Posts Including Posts with Braces Fence Height: 8' (see Addendum No. 2)	Each	\$ 100.00
1.25	Galvanized Posts Including Posts with Braces Fence Height: 10' (see Addendum No. 2)	Each	\$ 120.00
1.26	Galvanized Gates Including Posts with Braces Fence Height: 4'	Per Linear Foot	\$ 60.00
1.27	Galvanized Gates Including Posts with Braces Fence Height: 5'	Per Linear Foot	\$ 60.00
1.28	Galvanized Gates Including Posts with Braces Fence Height: 6'	Per Linear Foot	\$ 100.00
1.29	Galvanized Gates Including Posts with Braces Fence Height: 8'	Per Linear Foot	\$ 120.00
1.30	Galvanized Gates Including Posts with Braces Fence Height: 10'	Per Linear Foot	\$ 160.00

Company Name: *Martin Fence Co.*

(B3) 3 of 6 (Revised 9/10/14)

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
Part I. Provide and Install New Fencing (Galvanized and Vinyl Coated)			
1.31	Vinyl Coated Fencing with Vinyl Coated Top Rail Fence Height: 4'	Per Linear Foot	\$ <i>22.00</i>
1.32	Vinyl Coated Fencing with Vinyl Coated Top Rail Fence Height: 5'	Per Linear Foot	\$ <i>23.00</i>
1.33	Vinyl Coated Fencing with Vinyl Coated Top Rail Fence Height: 6'	Per Linear Foot	\$ <i>27.00</i>
1.34	Vinyl Coated Fencing with Vinyl Coated Top Rail Fence Height: 8'	Per Linear Foot	\$ <i>35.00</i>
1.35	Vinyl Coated Fencing with Vinyl Coated Top Rail Fence Height: 10'	Per Linear Foot	\$ <i>40.00</i>
1.36	Vinyl Coated Posts Corner Posts with Braces Fence Height: 4'	Each	\$ <i>290.00</i>
1.37	Vinyl Coated Posts Corner Posts with Braces Fence Height: 5'	Each	\$ <i>300.00</i>
1.38	Vinyl Coated Posts Corner Posts with Braces Fence Height: 6'	Each	\$ <i>340.00</i>
1.39	Vinyl Coated Posts Corner Posts with Braces Fence Height: 8'	Each	\$ <i>440.00</i>
1.40	Vinyl Coated Posts Corner Posts with Braces Fence Height: 10'	Each	\$ <i>480.00</i>
1.41	Vinyl Coated Posts Terminal Posts with Braces Fence Height: 4'	Each	\$ <i>190.00</i>
1.42	Vinyl Coated Posts Terminal Posts with Braces Fence Height: 5'	Each	\$ <i>210.00</i>
1.43	Vinyl Coated Posts Terminal Posts with Braces Fence Height: 6'	Each	\$ <i>230.00</i>
1.44	Vinyl Coated Posts Terminal Posts with Braces Fence Height: 8'	Each	\$ <i>300.00</i>
1.45	Vinyl Coated Posts Terminal Posts with Braces Fence Height: 10'	Each	\$ <i>350.00</i>

Company Name: Martin Fence Co.

(B3) 4 of 6 (Revised 9/10/14)

ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
Part I. Provide and Install New Fencing (Galvanized and Vinyl Coated)			
1.46	Vinyl Coated Gates Including Posts with Braces Fence Height: 4'	Per Linear Foot	\$ <u>100.00</u>
1.47	Vinyl Coated Gates Including Posts with Braces Fence Height: 5'	Per Linear Foot	\$ <u>100.00</u>
1.48	Vinyl Coated Gates Including Posts with Braces Fence Height: 6'	Per Linear Foot	\$ <u>140.00</u>
1.49	Vinyl Coated Gates Including Posts with Braces Fence Height: 8'	Per Linear Foot	\$ <u>160.00</u>
1.50	Vinyl Coated Gates Including Posts with Braces Fence Height: 10'	Per Linear Foot	\$ <u>180.00</u>
Part I. Removal and Disposal of Existing Fence			
1.51	Fence Height: 4'	Per Linear Foot	\$ <u>5.-</u>
1.52	Fence Height: 5'	Per Linear Foot	\$ <u>5.-</u>
1.53	Fence Height: 6'	Per Linear Foot	\$ <u>7.00</u>
1.54	Fence Height: 8'	Per Linear Foot	\$ <u>8.00</u>
1.55	Fence Height: 10'	Per Linear Foot	\$ <u>10.00</u>
Part II. Repairs to Existing Fences			
2.1	Labor per man hour for the repair of existing fences	Per Man Hour	\$ <u>50.00</u>
2.2	Contractor's percent markup for materials required to repair existing fences (Materials to be billed at net cost plus the percentage markup. A copy of the itemized materials invoice from the supplier must be included with all invoicing)		<u>25.</u> %
Part III. Specialty Fencing Installation and Material (PVC, Wood, Wrought Iron, and Aluminum)			
3.1	Labor per man hour for the installation of specialty fences materials	Per Man Hour	\$ <u>50.</u>
3.2	Contractor's percent markup for specialty fencing materials (Materials to be billed at net cost plus the percentage markup. A copy of the itemized materials invoice from the supplier must be included with all invoicing)		<u>25</u> %



EXHIBIT D

FEDERAL REQUIRED CONTRACT PROVISIONS **FEMA – Non-Construction**

- A. Funds for this project are derived from federal grants and therefore the successful contractor must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.
- B. **In the event of a conflict between the Federal Requirements listed in this section and other provisions of the Invitation to Bid, the Federal Requirements will govern and prevail.**
- C. **Contract Award**. The contract will be awarded on the basis of the lowest responsive bid submitted by a bidder meeting the requirements of the Invitation to Bid.

D **Non-Discrimination**

During the performance of the contract, the contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

E **Civil Rights**

The following requirements will apply to the awarded contract and any sub-contracts:

- (1) **Age**. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
 - (2) **Disabilities**. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- F. **Compliance with State Energy Policy and Conservation Act**. Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).
 - G. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
 - (1) **Instructions for Certification – Prime Contractor:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

 - a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
 - b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
 - c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

* * * * *

***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
--Primary Covered Transactions:***

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(2) Instructions for Certification - Subcontracts:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A

participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
-- Subcontracts and Purchase Orders:***

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

H. Certification Regarding Use of Contract Funds for Lobbying

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

(1) The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

I. Access to Records

- (1) The Contractor agrees to provide the City, State, FEMA, 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 the contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The Contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than three (3) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case Contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

J. No Obligation by the Federal Government

- (1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

01/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chase Insurance Agency Inc 333 N W 70 Ave; #108 Plantation, FL 33317 RICK CHASE	CONTACT NAME: RICK CHASE	
	PHONE (A/C, No, Ext): 954-792-4300	FAX (A/C, No): 954-791-9344
INSURED Sheehan Towing, Inc. 1253 Roebuck Court West Palm Beach, FL 33401	INSURER(S) AFFORDING COVERAGE	
	INSURER A: New York Marine & Gen Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		
16608		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PK2014TOW00178	01/15/2014	01/15/2015	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	☐ CLAIMS-MADE ☒ OCCUR		MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$
A	AUTOMOBILE LIABILITY			PK2014TOW00178	01/15/2014	01/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS	☒ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS	PROPERTY DAMAGE (PER ACCIDENT) \$				
						\$	
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	GARAGEKEEPERS			PK2014TOW00178	01/15/2014	01/15/2015	\$500 DED 120,000
A	ON HOOK & CARGO			PK2014TOW00178	01/15/2014	01/15/2015	\$1000 DED SEE VEH SCH

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

WESTP02

The City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401-5319

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R. H. Chase

AGREEMENT

Between

VILLAGE OF WELLINGTON

and

Ranger Construction Industries, Inc.

for

CONSTRUCTION SERVICES FOR

ANNUAL MILLING AND RESURFACING CONTRACT (Section A)

THIS AGREEMENT is made and entered into this 27th day of August, 2015, between VILLAGE OF WELLINGTON a Florida municipal corporation, through its Village Council, (hereinafter referred to as "Village"), and Ranger Construction Industries, Inc., a Florida Corporation (hereinafter referred to as "Contractor"), having its principal office at 101 Sansbury Way, West Palm Beach, FL 33411 for Annual Milling and Resurfacing -Section A (hereinafter referred to as the "PROJECT") in accordance with the Contract Documents, hereinafter defined.

That the Village and Contractor for the consideration hereinafter named, agree as follows:

1. Definitions.

- a. Council: The Village Council, which is the governing body of the Village of Wellington, Florida.
- b. Designated Representative: An authorized representative of Contractor assigned to represent Contractor on this Project who shall be Beatriz Ramirez
- c. Notice to Proceed: A written Notice to Proceed issued by the Project Manager.
- d. Project Manager: Unless otherwise explicitly stated all contract duties, contract responsibilities, and contract communications of Village shall be made through the Village's Director of Operations or the individual appointed by the Village's Director of Operations. The foregoing sentence shall not apply to Village construction inspections made to assure compliance with applicable regulatory law and which the Village conducts through an independent architect or design professional, in a governmental regulatory capacity.

2. Contract Documents. In addition to this Agreement, the following documents shall comprise the contract documents ("Contract Documents"): (a) plans and specifications attached hereto as Exhibit "A", (b) all Exhibits to this Agreement listed in Paragraph 39 (whether now attached or which will be attached in the future) (c) the performance and payment bond (if applicable); (d) the Notice to Proceed; (e) the Purchase Order, and (f) Modifications issued after execution of this Agreement. All of the Contract Documents, including any not attached hereto, are hereby incorporated by reference and shall be deemed to be of the same force and effect as if actually attached hereto. The Contract Documents shall be interpreted together and in harmony with one another. In the event of a conflict between or among the Contract Documents, whichever document imposes the greater obligation on Contractor shall control. The Contractor must call any such conflict or discrepancy to the Village's attention, in writing. The Contractor shall not proceed when in doubt as to any dimension or measurement but shall seek clarification from the Project Manager.

3. Scope of Work. The Contractor will provide all materials, supervision, light, power, transportation, labor, tools and equipment necessary to complete the work in strict accordance with the Contract Documents, and perform all work that is reasonably inferable therefrom as being necessary to accomplish the intent of the Contract Documents, and as required by the Manufacturer's specifications and all applicable laws, ordinances and rules and regulations of any governing authority including but not limited to the requirements of the Florida Building Code and any amendments thereto. The work to be performed shall hereinafter be referred to as the "Work".

4. Term, Time of Commencement and Completion. The term of the contract shall be for three (3) years from date of award, and by mutual agreement between the Village and the awardee(s), be renewable for two additional one year periods. After receiving notice to commence with the work for a particular project the Contractor shall commence promptly within seventy-two (72) hours and shall efficiently prosecute the work with adequate personnel and equipment until completion, within 30 calendar days, or as designated by the Wellington's designee. The time of commencement of the Work shall be the date stated in the Notice to Proceed ("Date of Commencement"). Contractor shall reach Substantial Completion of all Work within 30 days from the Date of Commencement, subject to any authorized extensions of time as set forth in this Agreement. All Work shall be performed in an expeditious manner. Contractor shall reach Final Completion of all Work within thirty (15) days of Substantial Completion.

5. Liquidated Damages for Delay. The parties agree that time is of the essence in the performance of this Agreement. Substantial Completion of the Work under this Agreement shall be no later than the Substantial Completion date set forth in Article 4, subject to authorized extensions of time as set forth in this Agreement. In the event the Work is not

substantially completed by the completion date in Article 4 and has not been extended by Change Order, the Village shall be entitled to collect liquidated damages. Contractor and Village agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the Contractor shall pay the Village the sum of Five Hundred Dollars (\$500.00) for each calendar day in achieving Substantial Completion of the Work. Further, Contractor and Village agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the Contractor shall pay the Village the sum of 25% of the per diem rate set forth in the preceding sentence as liquidated damages for each and every calendar day of unexcused delay for failure to achieve Final Completion. It is hereby agreed that the amount of the per diem assessment for liquidated damages for the Contractor's failure to achieve Substantial Completion of the Work within the time specified in this Agreement is not a penalty and not excessive in light of the circumstances known to the parties at the time this Agreement is executed. The Village's exercise of its right to terminate this Agreement shall not release the Contractor from its obligation to pay liquidated damages in the amount set forth herein. Such assessments shall be immediately due and payable to the Village or, at the Village's option, may be deducted from future payments that may be due and owing to Contractor. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Village, estimated at or before the time of executing this Agreement.

6. Contract Sum. The Village shall pay the Contractor for the cost of each project, authorized by the Village through the issuance of a Notice to Proceed, based upon the unit prices set forth in the Schedule of Values, inclusive of all licenses, taxes and fees. If any permits are required for the performance of the Work from any governing authorities having jurisdiction over the Project, Contractor shall be responsible for obtaining all required permits and the Village shall pay for the actual cost for such permits as part of the Contract Sum. The Village does not guarantee any minimum amount in contract price nor any minimum number of projects.

7. Payments. Based upon Applications for Payment submitted to and approved by the Project Manager based on Contractor's percentage of completion of the Work in accordance with the Schedule of Values attached as Exhibit "B", Village shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

- 7.1 Contractor shall submit its Application for Payment on the 28th of each month. The period covered by each Application for Payment is one month, ending on the 28th of the month.
- 7.2 Each Application for Payment shall show a complete breakdown the Project components, the quantities completed and the amounts due, together with such data substantiating the Contractor's right to payment and such supporting evidence which may be requested by the Project Manager including, but not limited to: (a) all Subcontractor requisitions; (b) where required by any manufacturers for extended warranties, inspection certificates or other acceptable documentation confirming the acceptable completion of any and all required inspections for the Work performed for which payment is being made; (c) all monthly reports required by any federal, state or local requirements including, but not limited to Davis-Bacon. In addition, as a further condition to payment of each progress payment, Contractor shall submit: (i) a sworn and certified Progress Payment Affidavit, which recites that all laborers, material suppliers and Subcontractors dealing with the Contractor have been paid in full through the date of the prior application for payment, with the exception of disputed payments; (ii) submit partial release of lien from Contractor for the current Application for Payment, submit partial releases of lien from all laborers, material suppliers and Subcontractors through the date of the last payment made, and submit partial releases of lien conditioned only upon payment from all lienors, through the date of the current Application for Payment, and such other evidence that the Village may reasonably require substantiating that all Work which is the subject of each such Application for Payment has been performed. The releases of lien form shall conform to the Florida's Construction Lien Law 713.01 et. seq. and/or Fla. Stat. § 255.05 shall be in such forms as approved by the Project Manager. An updated construction schedule shall be submitted at least monthly to the Village. Submission of the updated construction schedule shall not serve as notice of delays and shall not be construed as Owner's consent to extensions of the Contract Time. Each requisition shall be submitted in triplicate to the Project Manager for approval.

- 7.3 This Article left blank intentionally.
- 7.4 The Village may, but shall not be obligated to, upon the issuance of a notice of non-payment by a Subcontractor, supplier or materialmen, or any other lienor, or claimant as defined by §255.05, Florida Statutes, make all or any portion of any progress payment by check payable jointly to the order of Contractor and any lienor giving timely notice, or may make such payment directly to such lienor and deduct said sum from the balance then due Contractor. However, such payment, if made, shall not create any third party beneficiary or other rights in such lienor or claimant. In making such payments to lienors or claimant, the Village shall require such lienor or claimant to execute the applicable release of lien or the Waiver of Right to Claim Against Bond form in accordance with §255.05, Florida Statutes.
- 7.5 The Project Manager will authorize or reject payment, shall within twenty (20) business days of receipt of Contractor's application for payment authorize or reject payment. If the payment application is rejected by Project Manager as not complying with the requirements of this Article 7, Project Manager shall notify Contractor in writing and specify the deficiency and action necessary to make the application for payment proper. Village will pay Contractor within twenty-five (25) business days of receipt of Contractor's proper and complete Application for Payment, as provided above, unless the Application for Payment was rejected by Project Manager in which event, payment shall be made in accordance with § 218.735(3), Florida Statutes.
- 7.6 Village may withhold progress payment to such extent as may be necessary on account of:
- .1 Defective work not remedied.
 - .2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor.
 - .3 Failure of Contractor to make payments properly to Subcontractors or suppliers or for material or labor.
 - .4 Damage to another Subcontractor, supplier, materialmen, party, or person not remedied.
 - .5 Liquidated damages pursuant to Article 5 hereof.
 - .6 As-built drawings not being in a current and acceptable state.
 - .7 Any other breach of this agreement by Contractor.

When the above grounds are removed or resolved or Contractor provides a surety bond or a consent of surety satisfactory to Village, which will protect Village in the amount withheld, payment may be made in whole or in part, as applicable.

- 7.7 When the Contractor receives payment from the Village for labor, services or materials furnished by Subcontractor and suppliers hired by the Contractor, the Contractor shall remit payment due those parties within ten (10) days after receipt of payment from the Owner, unless otherwise provided for by Florida Law.
- 7.8 Final Payment. Requests for final payment shall be accompanied by paid invoices and other back-up material as may be necessary by the Village to substantiate the final fee of Contractor. In no instance shall final billing exceed the amount allocated in the Contract Documents. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Village to Contractor when:
- .1 the Contractor has fully complied with and performed all of its obligations and/or responsibilities under the Contract Documents;

- .2 all punch list Work has been completed in accordance with the Contract Documents;
 - .3 Contractor has submitted a Contractor's Final Payment Affidavit in a form acceptable to the Project Manager and in accordance with Florida Statutes;
 - .4 Contractor has submitted its unconditional final lien waiver together with final lien waivers from all of its Subcontractors, lienors and suppliers in a form acceptable to the Project Manager;
 - .5 Contractor has obtained all applicable approvals from all governmental and other authorities having jurisdiction over the Work, unless such approvals are being withheld due to causes which are not within the Contractor's responsibility under this Agreement;
 - .6 Contractor has complied with all other express requirements of the Contract Documents and the reasonable requirements of Village as a condition to final payment;
 - .7 Project Manager has approved final payment;
 - .8 Contractor has submitted a certificate of insurance evidencing that the insurance required by the Contract Documents will remain in force after final payment, and will continue through the remaining duration of the Project, and thereafter as required by the Contract Documents;
 - .9 Evidence that any and all claims have been settled;
 - .10 Final, liquidated damages settlement statement.
 - .11 Surety has issued a Consent of Surety to Final Payment;
- 7.9 Upon receipt of written notice from Contractor that the Project or designated Phase thereof is ready for Final Inspection, the Project Manager shall, within ten (10) days, make an inspection thereof. If Project or designated Phase thereof is acceptable under the Contract Documents and the Project fully performed, Project Manager shall approve final payment.
- 7.10 Village may withhold final payment to such extent as may be necessary on account of:
- .1 Defective Work not remedied;
 - .2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor;
 - .3 Failure of Contractor to make payments properly to Subcontractors or Consultants or for material or labor;
 - .4 Damage to another Subcontractor, supplier, materialmen, party, or person not remedied;
 - .5 Liquidated damages pursuant to Article 5 hereof;
 - .6 As-built drawings not being in a current and acceptable state; and/or
 - .7 Any other breach of this agreement by Contractor

When the above grounds are removed or resolved or Contractor provides a surety bond or a consent of surety satisfactory to Village, which will protect Village in the amount withheld, payment may be made in whole or in part, as applicable.

- 7.11 If, after the Project has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and Project Manager so certifies, Village shall, upon certification of the Project Manager, and without terminating the Contract, make payment of the balance due for that portion of the Project fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 7.12 The making and acceptance of the final payment shall constitute a waiver of all claims by Contractor, except those previously made in writing and identified by Contractor as unsettled at the time of the final application for payment.
- 7.13 Punch List. The Contractor in conjunction with the Project Manager shall develop the punch list, a single list of items limited to minor omissions and defects which are required to render the Work complete and satisfactory in accordance with this Agreement, and the Project Manager shall submit the punch list to the Village in accordance with the time frames set forth herein. The Contractor shall develop the punch list within 30 calendar days after reaching Substantial Completion. The failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of the Contractor to complete all of the Work in accordance with this Agreement. Upon completion of all items on the punch list, the Contractor may submit a payment request for all remaining retainage withheld (if any) by the Village. If a good faith dispute exists as to whether one or more items identified on the punch list have been completed pursuant to the Agreement, the Village shall continue to withhold up to 150 percent of the total costs to complete such items. Within ten (10) days of written notification to the Project Manager that all punch list items have been completed, the Project Manager shall inspect the punch list items. If the punch list items have not been completed to the reasonable satisfaction of the Project Manager, and if it is necessary for the Project Manager to reinspect the completion of any punch list items, the Contractor shall be responsible for all fees and costs charged by the Village for making any such reinspections.

8. Contractor. Contractor represents that it is a properly qualified and licensed contractor in good standing with the State of Florida and is a Florida corporation in good standing, organized and existing under the laws of the State of Florida. Contractor further represents that it has read, examined and understands the pertinent Contract Documents and is well qualified and able to perform the Work; that it has a sufficient number of qualified personnel to assure timely performance of the Work; that it has the proper tools and equipment to perform the Work; and is financially capable of performing this Agreement; that Contractor has visited the site of the Work, examined the actual job conditions and is familiar with local conditions and all things required that will have a bearing on performance of the Work; that all materials incorporated in the Work will be new unless otherwise specified, and that all Work will be of first quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. The Contractor shall supervise and direct the Work using its best skill and attention. All Work shall be performed by craftsmen skilled in the trades and application of materials involved. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all OSHA regulations regarding job safety and all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety or persons or property. Contractor shall comply with the Trench Safety Standards provided by OSHA's Excavation Safety Standards, 29 CFR §1926.650 Subpart P and Fla. Stat. §553.60-§553.64 (1990) (inclusive).

The Contractor at all times shall keep the Property free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work Contractor shall remove, at its sole cost and expense, all its waste materials and rubbish from and about the Property as well as its tools and equipment, shall clean all surfaces, and shall leave the Work "broom clean" or its equivalent, except as otherwise specified. Contractor agrees to immediately repair at its sole cost and expense all damages to the Property arising from or relating to Contractor's performance of the Work.

9. Indemnity. To the fullest extent permitted by the law, Contractor shall indemnify and hold harmless the Village, and its officers, directors, agents, members and employees, from liabilities, damages, losses, and costs, including, but

not limited to, reasonable attorneys' fees at the trial and appellate level, but only to the extent caused by the negligence, recklessness, wrongly or intentionally wrongful conduct, act or omission of the Contractor and other persons employed or utilized by Contractor, any of Contractor's Subcontractors, agents or others for whom the Contractor is responsible, arising from this Contractor its performance. The Village's contributory negligence shall only reduce, but not prevent, the Contractor's obligation to indemnify provided herein. Regardless of the forgoing, this provision shall be limited by Florida Statute 725.06.

10. Subcontracts. No portion of the Work may be subcontracted without the prior written consent of the Village, which consent may be withheld for any reason. It is further agreed that all subcontracts and material and equipment purchase contracts entered into by Contractor or its subcontractors or material suppliers, shall contain a provision stating that the Village may bring claim directly against any subcontractor of Contractor for breach of Contract, warranty rights, quality of workmanship, and create third party beneficiary rights of Village in said agreements. Additionally, nothing contained in this Contract shall constitute an assignment of Contractor's rights against the Village or create any third party beneficiary rights in any subcontractors or material and equipment suppliers of Contractor. The purpose of this provision is to allow the Village, in addition to Contractor, to make claim for damage or indemnification directly against any subcontractors or material and equipment suppliers that may be ultimately responsible for defects or deficiencies in the Work or materials and equipment.

11. Time & Delays. All time limits stated in the Contract Documents are of the essence in this Agreement. If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, inclement weather, causes beyond the Contractor's control, or by any cause which the Project Manager may determine justifies the delay, then the Contract Time shall be extended by written Change Order for such reasonable time as the Project Manager may determine. All requests for extensions of time other than those associated with changes in the Work, must be submitted in writing to Project Manager within three (3) business days of the event giving rise to the delay. Failure to so request an extension will constitute a waiver of any right for an extension of time. In the event that Contractor is delayed in the progress of the Work, and is granted an extension of time in which to perform the Work; in no instance will Contractor be entitled to increased costs, compensation or damages as a result of delay. All damages that may occur by reason of delay are hereby waived by Contractor. Said claim shall specifically include, among other things, an adjusted critical path schedule reflecting precisely the delay and its claimed impact upon the Contractor's future performance. Claims for adverse weather conditions shall be documented by data substantiating the weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. The parties agree that time is of the essence in the performance of this Agreement

12. Insurance. The Contractor, as a condition of this Agreement and to payment, shall purchase and maintain such insurance as will protect it from claims under Worker's Compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death and from claims for damages to property which may arise out of or result from the Contractor's operations under this Agreement, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by any of them. The Village shall be named as an additional insured in all policies required to be maintained hereunder with the exception of the Worker's compensation insurance and builder's risk insurance. Village shall be a named insurance on all builder's risk insurance. At a minimum, Contractor shall provide the following insurance:

- 12.1 Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy (ies) must include Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each disease, and Five Hundred Thousand Dollars (\$500,000) aggregate by disease.
- 12.2 Project Specific Comprehensive General Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability must include:
 - .1 Premises and/or Operations on an occurrence basis.
 - .2 Independent contractors.
 - .3 Products and/or Completed Operations Liability on an occurrence basis.
 - .4 Explosion, Collapse, and Underground Coverages.

- .5 Broad Form Property Damage.
 - .6 Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
 - .7 Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- 12.3 Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles.
Non-owned and hired vehicles.

12.4 Builder's Risk Insurance [IF APPLICABLE]

The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk, "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made or until no person or entity other than the Village has an insurable interest in the property required by this Section to be covered, whichever is later. This insurance shall include interests of the Village, Contractor, and all Subcontractors and suppliers in the Project. The Contractor, shall be solely responsible for any deductibles under the builders risk insurance. The policy must be endorsed to provide that the builder's risk will continue to apply until final acceptance of the Project)or additions by the Village. Village shall be a named insured and beneficiary of the builder's risk insurance.

- 12.5 Notice of Cancellation, Expiration, and/or Restriction: The policy (ies) must be endorsed to provide Village with thirty (30) days advanced written notice of cancellation, expiration, and/or restriction, to the attention of the PROJECT MANAGER, 12300 Forest Hill Blvd., Wellington, FL 33414.
- 12.6 The Contractor's Certificates of Insurance are attached hereto as **Exhibit "C"**. Village reserves the right to require a certified copy of such policies upon request. All certificates shall state that Village shall be given thirty (30) days prior written notice of cancellation and/or expiration.
- 12.7 All policies of Contractor shall contain an endorsement whereby the insurance carriers agree that its insurance is primary and not contributory with or in excess of any coverage which the Village has purchased. The Contractor shall be responsible for all deductibles under the insurance policies. The Contractor shall be responsible for all loss or damage to the Work, including the Contractor's materials delivered to site for incorporation therein and all property issued to the Contractor by the Village for use or incorporation in the Work. The Contractor shall waive all rights against the Village for recovery of damages to the extent that these damages are covered by insurance maintained pursuant to the above requirements, and the Contractor shall provide all waivers of subrogation in the endorsements and forms required by the Village.
- 12.8 Notwithstanding the availability of any insurance listed hereunder, the Contractor shall bear the risk of loss for its acts, errors or omissions pursuant to this Agreement. The Contractor bears all liability and risk of loss, for losses and damages arising from any acts, errors, omissions, or negligence on the part of the Contractor and its Subcontractors, including without limitation damages for defective and nonconforming work, and the Contractor and all applicable

Subcontractors shall bear the risk and pay for such losses regardless of whether the Contractor should be covered for such losses by any insurance required by this Article. The Contractor bears all liability and risk of loss, for losses and damages arising from acts of god, rain, fire, vandalism or any other causes, other than causes resulting from the negligence of the Village.

- 12.9 The Contractor will deliver to Insurance Tracking Services, Inc. (ITS), Village of Wellington authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the Contractor. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Certificate Holder Address:
(Certificates need to include the following as the Certificate Holder)

Village of Wellington
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

Cancellation and/or Modification of Insurance Coverage

Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to Village of Wellington and such notice is by postal mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

Renewal Policies

The Contractor shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than five (5) business days before to the expiration date of any policy

13. Correction of Work Contractor warrants to Village that all materials and equipment furnished for the Project will be new unless otherwise specified and that all Work for the Project, will be of good quality, free from faults and defects, fully functional, and in conformance with the Contract Documents. The Work shall be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. All Work for the Project not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor shall, within three (3) working days of written notice from Village, correct any Work that fails to conform to the requirements of the Contract Documents. The Contractor shall bear all costs of correcting such defective work.

14. Changes. Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order or Construction Change Directive, subject to the limitations stated in this Article 14 and elsewhere in the Contract Documents. Any changes in the Work or any adjustment in the Contract Sum or the Contract Time shall only be made upon written Change Order or Construction Change Directive as provided herein. If Contractor proceeds with such work without obtaining a written change order or Construction Change Directive, it shall be assumed that Contractor has performed such work at no additional charge. The requirement for a writing under this Article cannot be waived. A Change Order shall be based upon agreement among the Project Manager and Contractor and a Construction Change Directive requires directive by the Project Manager and may or may not be agreed to by the Contractor. Among other circumstances, a Construction Change Directive may be issued where the Contractor believes it is entitled to a Change Order or otherwise to an increase in the Contract Sum or Contract Time, but the Village does not agree. In such event, the Contractor is obligated to perform the Work described in the Construction Change Directive in accordance with this Article. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order or Construction Change Directive.

14.1 Change Orders

14.1.1 A Change Order is a written instrument signed by the Project Manager and Contractor stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, to the Contract Sum; and
- .3 The amount of the adjustment, if any, to the Contract Time.

14.2 Construction Change Directives

14.2.1 A Construction Change Directive is a written order signed by the Project Manager directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Village may by Construction Change Directive, without invalidating the Agreement, order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

14.2.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

14.2.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 14.2.7.

14.2.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Project Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. Disagreement as to the adjustment to the Contract Sum or Contract Time shall not excuse Contractor from its prompt performance of the Work described in the Construction Change Directive.

14.2.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

14.2.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Project Manager shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, the Contractor shall keep and present, in such form as the Project Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 14.2.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

14.2.8 Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Project Manager will make an interim determination for purposes of monthly certification for payment for those costs and approve for payment the amount that the Project Manager determines, in the Project Manager's sole judgment, to be reasonably justified. The Project Manager's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim.

15. Compliance with Laws. The Contractor shall give all notices, and warrants and represents that the Work will comply with all federal, state and local laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the Work. Contractor shall comply with all ordinances, laws and rules of the State of Florida, Village of Wellington and Palm Beach County applicable to the Work. Contractor shall be liable for any deviation from any laws, ordinances, rules, regulations, and orders of any public authority even if in strict compliance with the Contract Documents. Contractor shall bear sole responsibility for and bear all costs necessary to insure full compliance with the representations contained herein, including, but not limited to any attorney's fees or other expenses incurred by Village in responding to any complaints, citations, court orders, administrative orders or similar governmental edicts or process. The provisions of this paragraph shall survive the termination of this Agreement.

16. Termination. If the Village fails to issue payment for a period outlined in Article 7 through no fault of the Contractor, the Contractor may, after ten (10) days written notice to the Village terminate this Agreement unless the Village cures such default and recover from the Village payment for all work executed including a reasonable profit thereon not to exceed ten percent (10%), but which sum shall never exceed the contract sum less the cost to complete any remaining Work. This sum shall be Contractor's sole remedy under this Agreement.

If the Contractor cannot satisfy the conditions and obligations imposed by the Contract Documents, or breaches any of the terms of this Agreement then the Village may, without prejudice to any right or remedy and after giving the Contractor three (3) days written notice, terminate this Agreement and take possession of the site and of all materials, owned by the Contractor and finish the work by whatever method the Village deems expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum exceeds the cost of completing and correcting the Work such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Village. This provision shall in no way limit the Village's right to claims for any additional damages including but not limited to delay and consequential damages. This obligation for payment shall survive termination of this Agreement.

The Village may also terminate this Agreement for the Village's convenience and without cause upon three (3) days written notice to Contractor. If the Contractor is terminated for convenience, the Contractor shall be paid for all Work completed through the date of termination, less payments made and any amounts that the Village is entitled to withhold pursuant to the terms of this Agreement and by law. The Contractor waives any and all claims for damages resulting from such termination for convenience, including without limitation anticipated profits and any and all damages.

17. Transfer of Lien. In the event any liens should be filed against the Property by any lienors, in connection with labor or services performed, Contractor shall indemnify and hold Village harmless against all such liens and suits or other proceedings pertaining thereto including any and all costs and attorneys' fees, at both the trial and appellate level. If any such liens are filed then Contractor must forthwith transfer such lien to security in accordance with Florida Statutes. Should Contractor fail to transfer such lien, the Village may, at its option, do so and deduct the amount expended, including all costs and attorney's fees incurred from any payment then due Contractor.

18. Bonds.

- 18.1 A Performance and Payment Bond (separate Performance Bond and separate Payment Bond) of the form and containing all the provisions of the Performance and Payment Bond (Performance Bond and Payment Bond forms) attached hereto and made a part hereof. The Payment and Performance Bond required herein shall be in conformance with Florida Statutes 255.05, approved by Village, executed by a surety company shown in the United States Treasury list of approved companies and authorized to do business in the state of Florida.
- 18.2 Payment and performance bonds shall be required for each project over \$200,000 awarded from Section A, guaranteeing to the Owner the completion and performance of the project covered in this Agreement, as well as full payment of all suppliers, material, laborers, or Subcontractors employed pursuant to this Project. The bonds shall be furnished prior to issuance of the Purchase Order for the project and shall remain in effect until the project is complete.
- 18.3 Such Bonds shall continue in effect for one (1) year after completion and acceptance of any Project whereby this contract was utilized, with liability equal to one hundred percent (100%) of the project amount surety, or an additional bond shall be conditioned that Contractor will, upon notification by Village, correct any defective or faulty Work or materials which appear within three (3) years after completion of the Contract.

19. Applicable Law and Venue; Attorney's Fees. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Palm Beach County, Florida. In the event of litigation to settle disputes arising out of this Agreement or the Project, the prevailing party shall be entitled to recover against the other party its cost and expenses, including reasonable attorney's fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

20. Drug-Free Workplace. Execution of this Agreement by Contractor shall serve as Contractor's certification that it either has or that it will establish a drug-free workplace consistent with Chapter 112.0455, Florida Statutes.

21. Conflicts. Contractor shall comply with all conflict of interest provisions found in the Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Chapter 112, Florida Statutes. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its employees shall, during the term of this Agreement, serve as an adverse or hostile expert witness against Village in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her opinion, which is adverse or prejudicial to the interests of Village in any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding regarding this Agreement. In the event Contractor is permitted to utilize Subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such Subcontractors, by written contract, from having any conflicts as within the meaning of this Section.

22. Public Entity Crime Statement. Contractor acknowledges the existence of Section 287.133(2)(a), Florida Statutes ("Public Entity Crimes Act"), which provides, in part, that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Village, may not submit a bid on a contract with Village for the construction or repair of a public building or public work, may not submit bids on leases of real property to Village, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or Consultant under a contract with Village, and may not transact business with Village in excess of

the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this Section by Contractor shall result in termination of this Agreement by Village without penalty.

23. Truth-In-Negotiation Certificate. Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original Contract Price and any additions thereto shall be adjusted to exclude any significant sums, by which Village determines the Contract Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

24. Records. Contractor shall keep such records and accounts and require any and all architects, Consultants, and Subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement. Such books and records will be available at all reasonable times for examination and audit by Village and for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

25. In accordance with Palm Beach County Ordinance Number 2011-009, this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County Ordinance Number 2011-009 and is aware of its rights and/or obligations under such ordinance.

26. Village of Wellington's Purchasing and Procurement Procedures Manual. Contractor shall comply with all Contractor requirements of the Village of Wellington's Purchasing and Procurement Procedures Manual as adopted by Resolution No. R2014-12.

27. Local Preference. Except where prohibited by federal or state law, other funding source restrictions, or as otherwise excluded by the Village of Wellington's Local Preference Policy, if Contractor represented itself as a Palm Beach County Local Business or Western Communities Local Business in accordance with the Village of Wellington's Local Preference Policy, Contractor shall be obligated to maintain such status in accordance with eligibility requirements of Village of Wellington's Local Preference Policy through final completion of the Project. In the event Contractor qualified for Local Preference by subcontractor participation, the Contractor shall maintain the local subcontractor(s) identified in its response to the Owner's Invitation to Bid and shall not replace same without the prior written consent of the Owner. In the event Contractor needs to replace a local subcontractor, said subcontractor shall be replaced with another contractor which meets the eligibility requirements of the Village of Wellington's Local Preference Policy, unless expressly agreed in writing by the Owner.

28. Code of Ethics & Conduct. If Contractor violates or is a party to a violation of the Florida Statutes Chapter 112 or the Palm Beach Code of Ethics (Sec. 2-441 et. seq), Contractor may be in material breach of this Agreement and may be disqualified from bidding on any future bids for work of goods with the Owner.

29. Non-Collusion. This Agreement is made without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provisions of services. Any violation of this provision may result in termination of this Agreement, return of materials or discontinuation of services, and the possible removal of Contractor for bidder lists.

30. Drug-Free Workplace. Contractor certifies that it maintains a drug-free work place.

31. As part of the Village's National Pollutant Discharge Elimination System (NPDES) requirements, Contractor may be required to achieve training which may include but not be limited to a live presentation and/or video presentation. Contractor is responsible for all costs associated with the training.

32. Traffic Control and Maintenance. To the extent applicable, the Contract Sum includes all traffic control and traffic control costs related to the Work. The Maintenance of Traffic Plan and all traffic warning and control devices shall

conform to the applicable provisions of the latest editions of the national "Manual On Uniform Traffic Control Devices" (MUTCD), and the 600 series of the Florida Department of Transportation's "Roadway and Traffic Design Standards". The MOT Plan shall be prepared by a Florida MOT Certified Technician if FDOT standard details are used. If FDOT standard details are not used, a Professional Engineer licensed in Florida shall prepare the MOT Plan. MOT Plans shall be submitted to appropriate agencies for approval. Costs of compliance with this Paragraph are included as part of the Contract Sum.

33. Existing Structures & Utilities. All known utilities have been shown on the Plans and Drawings according to the best information available. It is the Contractor's responsibility to contact all owners of structures or utilities above ground, on the surface, or below the ground, within the Project area so that said owners may stake, otherwise make, or protect their facilities. When structures and utilities have been properly shown or marked and are disturbed or damaged in the execution of the Work, they must be repaired immediately in conformance with best standard practice and the approval of the owner of the damaged utility or structure. In the case of structures and utilities which have not been properly shown or located as outlined above and are disturbed or damaged in the prosecution of the Work, take whatever steps are necessary for safety and notify the affected utility owner and avoid any actions which might cause further damage to the structure or utility. Should the Work require repairs, changes, or modifications of the Owner's utilities as well as other utilities, it is the responsibility of the Contractor to provide for the maintenance of continuous water, sewage, electric, telephone and other utility services to all present customers of such utilities, unless approval in writing is secured from the applicable utility company or Owner for interruption of such service.

34. Testing. All tests and analyses, which are called for in the Specifications and/or Drawings to be performed by an Independent Testing Laboratory or otherwise, will be at the Contractor's expense unless otherwise specified, provided the tests and analyses determine that the material(s) and/or Work meets the requirements as specified. All such tests that pass or fail to meet the Project requirements are to be paid by the Contractor.

35. Storage Site. The Contractor shall furnish, at its expense, properly zoned area suitable for field offices, material storage and equipment service and storage, as applicable for the Project. The Contractor shall maintain these areas in a clean, orderly condition so as not to cause of nuisance in the area and shall restore the storage areas to its original or better condition.

36. Miscellaneous. Neither party to this Agreement shall assign the Agreement or sublet it as a whole without the prior written consent of the other. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. This Agreement may not be amended or modified except by an instrument in writing signed by the party against whom enforcement of such amendment or modification is sought. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders. This Agreement supersedes any prior agreements between the parties with respect to its subject matter. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

37. Notice. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For VILLAGE:
Awilda Rodriguez, Village Clerk
Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414

For Contractor:
Beatriz Ramirez
Ranger Construction Industries, Inc.
101 Sansbury Way
West Palm Beach, FL 33411

38. The Owner Direct Special Conditions (Sales Tax Information) are incorporated herein by reference.

39. Exhibits

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

Exhibit F

Plans & Specifications

Schedule of Values

Certificate of Insurance

Payment and Performance Bond Forms (if applicable)

Progress Payment Certification

Form for Affidavit for Final Payment

(Signatures on following page)

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to OWNER, CONTRACTOR, and the ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by the ENGINEER on their behalf.

OWNER: Village of Wellington

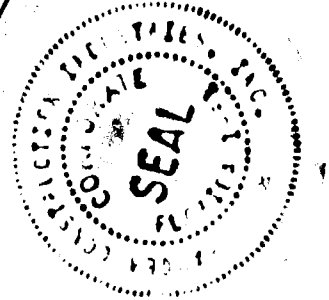
By Bob Margolis
Bob Margolis, Mayor

Attest: Awilda Rodriguez
Awilda Rodriguez, Wellington's Clerk
(SEAL)

CONTRACTOR: Ranger Construction Industries, Inc.

By PONCH FRANK
Ponch Frank Vice President

Attest: [Signature]
(CORPORATE SEAL)



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

[Signature]
Village Attorney

EXHIBIT A
PLANS & SPECIFICATIONS

STANDARD SPECIFICATIONS AND GENERAL PROVISIONS

Contractor shall provide all labor, equipment, tools and materials to complete the work. Contractor shall be responsible for removal and disposal of existing pavement, supply and delivery of new materials, maintenance of traffic, and coordination of activities and miscellaneous activities required to provide a for a complete, turnkey finished product.

In order to meet the needs of various departments and the best interest of the Village of Wellingtons, awards may be made to multiple qualified vendors. The selected awardee(s) shall be bound by all terms, conditions, and requirements in these documents and is hereby placed on notice that acceptance of this bid by Wellington shall constitute a binding contract. Bidders may submit proposals for one, two or three sections of the Schedule of Values for which they are licensed and qualified. Bidders shall submit pricing on all line items in each section they choose to bid on.

A price adjustment may be made upon request by either party, when escalation or de-escalation of the cost of the liquid bituminous materials used in the Asphaltic Concrete Mixes included in this proposal exceed ten percent (10%) of the current Florida Department of Transportation price index data for liquid bituminous materials

It is the intent of these specifications that the Florida Department of Transportation Standard Specifications for Road & Bridge Construction dated 2010 be used as the basis for the work, except as noted herein, and that where such wording which refers to the State of Florida and its Department of Transportation and Personnel, that such wording is intended to be replaced with that wording which would provide proper terminology; thereby, making such Standard Specifications and General Provisions as though they were those Standard Specifications and General Provisions of Wellington.

In addition to these Standard Specifications and General Provisions, there will be those General Provisions included which would pertain to the pertinent items of construction.

1. SP & FC SERIES ASPHALTIC CONCRETE: FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION – 2010 SHALL APPLY, EXCEPT FOR:

- 1) Lot sizes shall not exceed 2,000 tons or the tonnage placed in a single day, whichever is less.
- 2) Density testing shall be performed in turn lane areas and other miscellaneous areas selected by the owner in addition to through lanes.

2. S SERIES ASPHALTIC CONCRETE: FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION – 2000

- 1) Passing densities shall be required for turn lanes and other miscellaneous areas required by the Owner, in addition to through lanes.

3. MATERIALS

Shellrock or recycled, crushed concrete material shall meet the following requirements:

Gradation - 100 percent(by weight) of the material shall pass a 3 inch sieve, with 40% to 70% passing the number 10 sieve. Not more than 20 percent, by dry weight, of the material shall pass the 200 sieve by washing. All crushing or breaking up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road.

Composition

A. The minimum percentage of carbonates of calcium and magnesium in the material shall be 40.

B. All foreign material such as metal fragments, organic matter, etc., shall be removed from the material before delivery to the job site.

4. **COMPACTING AND FINISHING BASE**

Density Requirements - As soon as proper conditions of moisture are attained, the material shall be compacted to a density of not less than 98 percent of maximum density as determined by AASHTO T 180.

Density Tests - At least three density determinations shall be made on each day's final compaction operations on each course, and the density determinations shall be made at more frequent intervals if deemed necessary by the Public Works Roads Supervisor.

Surface Testing - The finished surface of the base course shall be checked with a templet cut to the required crown and with a 15 foot straightedge laid parallel to the center line of the road. All irregularities greater than 1/4 inch shall be corrected by scarifying and removing or adding base course material as required, after which the entire area shall be recompacted.

5. **PRIMING AND MAINTAINING**

Priming - The prime coat shall be applied only when the base meets the specified density requirements and the moisture content in the top half of the base does not exceed 90 percent of the optimum moisture of the base material. At the time of priming, the base shall be firm, unyielding and in such condition that no undue distortion will occur.

Maintaining - The Contractor will be responsible for assuring that the true crown and templet are maintained with no rutting or other distortion, and that the base meets all the requirements, at the time the surface course is applied.

6. **THICKNESS DETERMINATIONS**

General - Thickness of the base shall be measured at various points on the cross section, through holes not less than three inches in diameter, with each hole representing a section not exceeding 200 feet in length.

Correction of Deficient Areas - Wherever the compacted base is deficient by more than 2 inch from the thickness called for in the plans, the Contractor shall correct such areas by scarifying and adding base course material. The base shall be scarified and base course material added for a distance of 100 feet from each edge of the deficient area. The effected area shall then be brought to the required state of compaction and to the required thickness and cross section. Deficient Areas Left in Place - As an exception to the requirement for correcting areas of base which show a thickness deficiency exceeding the allowable 2 inch, if so approved in writing by the Public Works Roads Supervisor, any of such areas in which the extent of the excess deficiency might be considered as not sufficient to seriously impair the required strength of the base, may be left in place. No payment, however, will be made for areas left in place and not corrected.

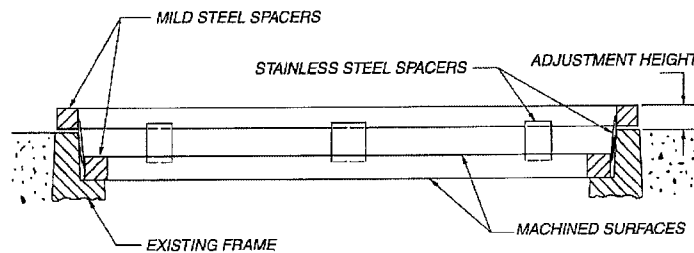
Section A – Specifications

1. All costs for maintenance of traffic (MOT) shall be considered incidental to, and shall be included in unit prices for the pay items
2. Item No. 5 – Portable milling machine (per hour) includes portable milling machine, all labor for actual milling and clean-up and satisfactory disposal of milled material. Payment shall be based upon the actual hours for milling and clean-up. Disposal of material shall be considered incidental to per hour rate for portable milling machine.
3. Item No. 6 – Manhole Adjustment (see Exhibit A). Each may be accomplished using pre-cast rings or other methods acceptable to owner.
4. Item No. 10 – Install pavement waterproof fabric (fabric supplied by owner). Item unit price shall include installation of owner furnished fabric and shall conform to section 518 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2000 edition; except that the asphalt binder material shall be included in the square yard price for P.W.F. at a target rate of 0.36 gallons per S.Y. with a tolerance of plus or minus 0.03 gallons per S.Y.

USF MANHOLE ADJUSTING RINGS

USF ADJUSTING RINGS ALLOW FAST, EASY AND EFFICIENT INSTALLATION. THERE ARE NO MANUAL ADJUSTMENTS OR WELDING REQUIRED AT INSTALLATION. USF ONE-PIECE CONSTRUCTION GIVES YOU THE STRENGTH AND DURABILITY TO PROVIDE YEARS OF DEPENDABLE SERVICE.

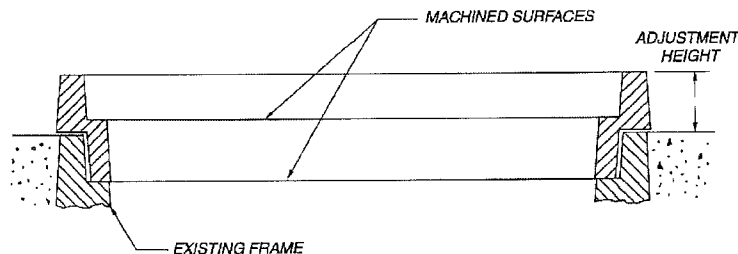
TYPE A: STEEL ADJUSTING RINGS



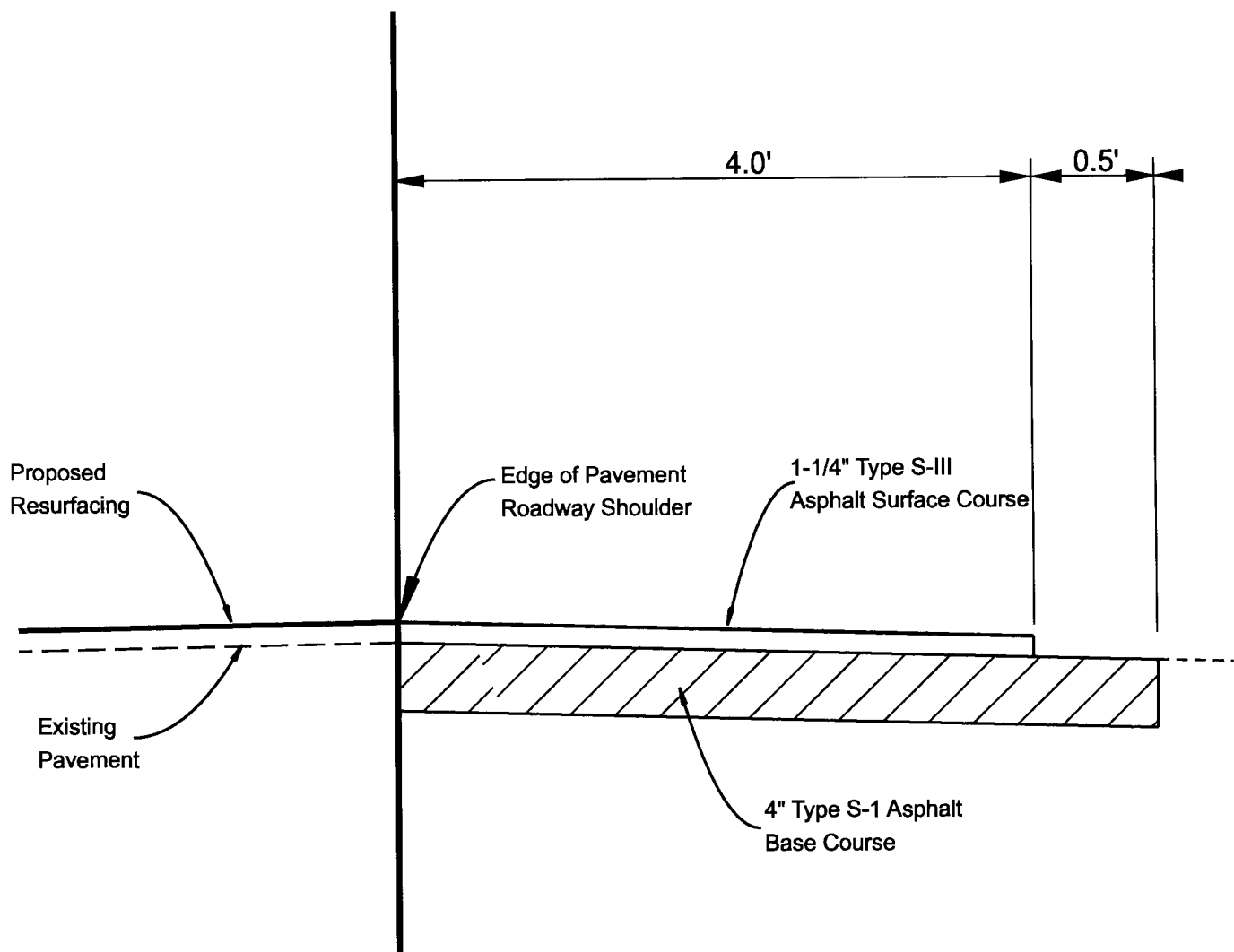
The versatile "Type A" Adjusting Ring is fabricated from steel and is used for any adjustment height desired, for any type and size ring and cover, or when quantities desired do not justify the cost of a pattern for a cast iron "Type B" Adjusting Ring. All bearing surfaces are machined to insure proper fit and prevent covers from rattling.

ALL ADJUSTING RINGS ARE MADE IN ONE CONTINUOUS PIECE TO MINIMIZE INFILTRATION OF WATER.

TYPE B: CAST IRON ADJUSTING RINGS



The "Type B" Adjusting Ring is made from cast iron and is used when the adjustment height is 1" thicker than the cover seat. This adjusting ring is restricted to specific adjustment heights and is limited to certain standard size rings and covers. Please contact our Customer Service Dept. for a recommendation on your particular application. All bearing surfaces are machined to insure proper fit and prevent covers from rattling.



1. Asphalt shoulder to be paid for under the tonnage item for the work order.
2. Shoulder preparation to be paid for under box out shoulder item.

SHEET
NUMBER

PD XXX

REVISIONS

**EXHIBIT B
BOX OUT SHOULDER**



WELLINGTON
Department of Public Works
14000 Greenbrier Boulevard Wellington, Florida 33414



Copyright 2008 Village of Wellington
This drawing is an instrument of service by
the Village of Wellington and is not to be
reproduced in part or in whole beyond the
intended scope of use.

EXHIBIT B
SCHEDULE OF VALUES

SCHEDULE OF VALUES

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

SECTION A - Asphalt Milling and Resurfacing

	Item	Estimated Quantities	Unit	Unit Price	Total
1	MILL EXISTING ASPHALT PAVEMENT (1")	50,000	SY	\$1.65	\$82,500.00
2	MILL EXISTING ASPHALT PAVEMENT (1.5")	80,000	SY	\$1.75	\$140,000.00
3	MILL EXISTING ASPHALT PAVEMENT (2")	40,000	SY	\$1.75	\$70,000.00
4	MILL EXISTING ASPHALT PAVEMENT (< 5,000 SY)	5	1/2 DAY	\$7,000.00	\$35,000.00
5	PORTABLE MILLING MACHINE	100	HR	\$220.00	\$22,000.00
6	MANHOLE ADJUSTMENT (F&I ADAPTER RINGS) (SEE EXHIBIT "A")	100	EA	\$180.00	\$18,000.00
7	TRAFFIC CONTROL OFFICERS	4	HR	\$68.00	\$272.00
8	F&I PRIME FOR EXISITING FINISHED BASE	5,000	SY	\$0.40	\$2,000.00
9	ADJUST VALVE BOXES & MISC STRUCTURES	150	EA	\$80.00	\$12,000.00
10	INSTALL PAVEMENT WATERPROOFING FABRIC (FABRIC SUPPLIED BY OWNER)	10,000	SY	\$3.05	\$30,500.00

* Asphalt Items #11through #23 shall include tack coat.

11	SP 12.5 LEVEL C (< 300 tons)	300	TN	\$165.00	\$49,500.00
12	SP 12.5 LEVEL D (< 300 tons)	300	TN	\$165.00	\$49,500.00
13	SP 12.5 LEVEL C (> 300 tons)	10,000	TN	\$93.00	\$930,000.00
14	SP 12.5 LEVEL D (> 300 tons)	10,000	TN	\$95.00	\$950,000.00
15	SP 9.5 LEVEL C (< 300 tons)	300	TN	\$165.00	\$49,500.00
16	SP 9.5 LEVEL C (> 300 tons)	10,000	TN	\$94.00	\$940,000.00
17	TYPE S-I (<300 tons)	300	TN	\$160.00	\$48,000.00
18	TYPE S-I (>300 tons)	10,000	TN	\$93.00	\$930,000.00
19	TYPE S-III (<300 tons)	300	TN	\$160.00	\$48,000.00
20	TYPE S-III (>300 tons)	10,000	TN	\$94.00	\$940,000.00
21	FC 12.5 (<300 tons)	300	TN	\$200.00	\$60,000.00
22	FC 12.5 (>300 tons)	10,000	TN	\$120.00	\$1,200,000.00
23	ASPHALT OVERBUILD/FULL DEPTH (2" LIFTS)	3,000	TN	\$130.00	\$390,000.00
				Grand Total Section A	\$6,996,772.00

Note: See "Additional Information - Section A" for Specific Line Item Details

SECTION B - Pathway Resurfacing

Item		Estimated Quantities	Unit	Unit Price	Total
1	OVERLAY EXISTING ASPAHLT MULTI PURPOSE PATHWAY (6' wide x 1-1/4" including tack)	2,000	SY	N/A	N/A
2	OVERLAY EXISTING ASPAHLT MULTI PURPOSE PATHWAY (8' wide x 1-1/4" including tack)	2,000	SY	N/A	N/A
3	F&I 1-1/4" of TYPE S-III Asphalt to base. Prime included.	2,000	SY	N/A	N/A
4	FULL DEPTH RECLAMATION OF EXISTING ASPHALT PATHWAY (4-6" deep)	2,000	SY	N/A	N/A
5	REMOVAL OF EXISTING ASPHALT PATHWAY SURFACE (1-2"), REFINISH EXISTING BASE, PRIME INCLUDED (READY TO PAVE)	2,000	SY	N/A	N/A
6	MISC ASPHALT PATCHING (< 50 tons)	200	TN	N/A	N/A
7	MISC ASPHALT PATCHING (> 50 tons)	200	TN	N/A	N/A
8	F&I ASPAHLT MOWING STRIP PRIOR TO GUARDRAIL PLACEMENT (3' wide x 3" thick)	1,000	LF	N/A	N/A
9	F&I FLOWABLE FILL GUARDRAIL MOWING STRIP (3" thick) AROUND EXISTING POSTS	1,000	SY	N/A	N/A
10	F&I 8" THICK BASE ROCK AND FINISH GRADE WITH PRIME	2,500	SY	N/A	N/A
				Grand Total Section B	N/A

Note: See "Additional Information - Section B " for Specific Line Item Details

SECTION C - Seal Coating

Item		Estimated Quantities	Unit	Unit Price	Total
1	ASPHALT SEAL COATING (<3,000 SY)	3,000	SY	N/A	N/A
2	ASPHALT SEAL COATING (>3,000 SY)	3,000	SY	N/A	N/A
				Grand Total Section C	N/A

Note: See "Additional Information - Section C" for Specific Line Item Details

BIDDER/CONTRACTOR understands and agrees that this is Unit Price Contract and that contractor will be paid based upon items and quantities actually performed and accepted by Owner.

SCHEDULE OF SUBCONTRACTORS

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Discipline	Subcontractor	Address City, ST, Zip	License Number
Milling	Mill it Corporation	9630 Discovery Ct., Altamonte Springs, FL 32714	
Milling	Black Rock Milling, LLC	2011 West Cleveland St., Suite A, Tampa, FL 33606	

Address of Subcontractor may be considered in accordance with Wellington's Local Preference Policy

EXHIBIT C
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER George H. Friedlander Company 1566 Kanawha Blvd. E. Charleston WV 25311		CONTACT NAME: Kristen LaPlante PHONE (A/C, No, Ext): 321-254-8477 E-MAIL ADDRESS: kristenlaplante@friedlandercompany.com FAX (A/C, No): 321-988-0209	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Insurance	
		INSURER B: Travelers Indemnity Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED RANG001
Ranger Construction
Industries, Inc.
P O Box 15065
West Palm Beach FL 33416-5065

COVERAGES**CERTIFICATE NUMBER:** 734288384**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		CO-5807B217-15	4/1/2015	4/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$500,000 PERSONAL & ADV INJURY \$10,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	Y		CAP-5807B186-15	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000	Y		CUP-5807B198-15	4/1/2015	4/1/2016	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB-6339B488-15	4/1/2015	4/1/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Per Project Aggregate applies when required by written contract.

Certificate Holder is an Additional Insured but only with respect to work conducted by the insured and at the specified project.

Project: WELLINGTON ANNUAL MILLING & RESURFACING; ITB No. 009-15/DZ (Section "A") for Roadway

CERTIFICATE HOLDER**CANCELLATION**The Village of Wellington
12300 Forest Hill Boulevard
Wellington FL 33414

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/7/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER George H. Friedlander Company 1566 Kanawha Blvd. E. Charleston WV 25311		CONTACT NAME: Kristen LaPlante PHONE (A/C, No, Ext): 321-254-8477 FAX (A/C, No): 321-988-0209 E-MAIL ADDRESS: kristenlaplante@friedlandercompany.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Insurance	
		INSURER B: Travelers Ind Co of CT	
		INSURER C: Charter Oak Fire Insurance	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 292830208 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			CO-5807B217-15	4/1/2015	4/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			CAP-5807B186-15	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			CUP-5807B198-15	4/1/2015	4/1/2016	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB-6339B488-15	4/1/2015	4/1/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Per Project Aggregate applies when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Generic Certificate	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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EXHIBIT D
PAYMENT BOND

BOND NO: _____

FORM OF PAYMENT BOND

BY THIS BOND, We _____, as Principal, hereinafter called CONTRACTOR, and _____, as Surety, are bound to the Village of Wellington, as Obligee, hereinafter called "VILLAGE"; in the amount of _____ Dollars (\$ _____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract on the ____ day of _____, 20____, with the VILLAGE, Contract Number: _____ ("Contract") for the _____ which Contract is by reference incorporated herein and made a part hereof, and specifically includes provision for liquidated damages and other damages;

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1. Pays VILLAGE all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that VILLAGE sustains because of default by CONTRACTOR under the Construction Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by CONTRACTOR in the performance of the Construction Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- 2.1. A claimant, except a laborer, who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to CONTRACTOR a notice that he intends to look to the bond for protection.
- 2.2. A claimant who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- 2.3. No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety unless the notices stated under the preceding conditions (2.1) and (2.2) have been given.

- 2.4. Any action or claim under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Construction Contract or the changes does not affect the Surety's obligation under this Bond.

DEFINITIONS

Contract: For purposes of this Bond, the Contract is the entire integrated agreement between the Village and the Contractor, which includes the Agreement and other documents incorporated therein and all Contract Documents and the changes thereto.

Signed and sealed this ____ day of _____, 20__.

ATTEST:

(Secretary)

CORPORATE SEAL

IN THE PRESENCE OF:

CONTRACTOR

(Name of Corporation)

By: _____
(Signature)

(Print Name and Title)

____ day of _____, 20__.

SURETY COMPANY:

By: _____

Print Name: _____

Address: _____
(Street)

(City, State and Zip Code)

Telephone No: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bonds; that _____, who signed the Bond(s) on behalf of the Principal, was then _____ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

Secretary (on behalf of)

(SEAL)

Corporation

STATE OF FLORIDA

)
) SS

COUNTY

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared _____ to me well known or who has provided _____ as identification, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Performance and Payment Bond(s) on behalf of CONTRACTOR named therein in favor of VILLAGE..

Subscribed and Sworn to before me this _____ day of _____, 20__.

My commission expires:

Notary Public, State of Florida

Bonded

By: _____

PERFORMANCE BOND

BOND NO: _____

AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____ a Corporation, as Principal (hereinafter called Contractor), whose principal business address and telephone number is _____ and _____ organized and existing under and virtue of the laws of the State of Florida, as Surety (hereinafter called Surety), and authorized to transact business within the State of Florida, whose principal business address and telephone number is _____, are held and firmly bound unto the Village of Wellington, a Municipality of the State of Florida, as OBLIGEE (hereinafter called the Village or Obligee), in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the VILLAGE, the Contractor and the Surety bind themselves and each of their heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents as follows:

WHEREAS, the CONTRACTOR has executed and entered into a Contract, dated the _____ day of _____, 20____, with VILLAGE, Contract Number: _____ ("Contract"), for _____ ("Project") which is by reference incorporated herein and made a part of this Bond as fully and completely as if set forth herein;

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT IF CONTRACTOR:

1. In all respects fully, promptly and faithfully complies with the terms and conditions of the Contract; and
2. Indemnifies and saves harmless the above VILLAGE against and from all costs, expenses, damages including liquidated damages, attorney's fees, including appellate proceedings, injury, or loss to which said VILLAGE may be subject by reason of any wrong doing, misconduct, want of care or skill, negligence, failure to complete within the prescribed time, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, its agents or employees, in the execution or performance of said Contract; and
3. Performs the guarantee and warranty of all work and materials furnished under the Construction Contract for the time specified in the Contract;

THEN THIS BOND IS VOID; OTHERWISE IT WILL REMAIN IN FULL FORCE AND EFFECT for the term of the Contract, including any and all warranty periods as specifically mentioned in said Contract.

By incorporating the Contract into its Performance Bond, the Surety agrees that if the Contractor or any party for whom the Contractor is responsible fails to perform any of its obligations pursuant to the Contract, then Surety will be liable to VILLAGE for all damages VILLAGE may sustain and be entitled to in law and pursuant to the Contract. The VILLAGE shall simply give the Surety the same notices that VILLAGE shall be required to give to Contractor of Contractor's Default(s) pursuant to the Contract to trigger Surety's liability. The VILLAGE will not be required to terminate the Contractor to trigger the Surety's liability for the Contractor's Defaults.

The Surety is also obligated to the VILLAGE without duplication for:

1. The responsibilities of the Contractor for correction of defective or deficient work, materials, and completion of the Contract, including all punch list work, the performance of all warranty and guarantee obligations, including those which arise subsequent to substantial and final completion of the Contract,
2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act pursuant to this Bond, and
3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Contractor.

After notice by the VILLAGE of a Contractor Default, the Surety shall be deemed to be in default on this Bond if the Surety fails to take appropriate action to cure the Contractor's Default within fifteen (15) days after receipt of the written default notice from the VILLAGE to the Surety demanding that the Surety perform Contractor's obligations. Should the Surety not take reasonable action to cure the default within fifteen (15) days the VILLAGE shall be entitled to all damages as set forth herein or in the Construction Contract and enforce any other remedy available to the VILLAGE.

The Surety for value received hereby stipulates and specifically agrees that no change involving any extension of time, or alteration or addition to the terms of the Construction Contract or to the Work to be performed, or materials, equipment or supplies to be furnished thereunder, or in the Plans, Drawings and Specifications accompanying the said Construction Contract shall affect the said Surety's obligation under this Bond and the said Surety does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Construction

Contract or to the Work, or to the Plans, Drawings and Specifications or any other changes, compliance or noncompliance to the terms of the Construction Contract or to the work or to the Specifications.

DEFINITIONS

Contract: For purposes of this Bond, the Contract is the entire integrated agreement between the VILLAGE and the Contractor, which includes the Agreement and other documents incorporated therein and all Contract Documents and the changes thereto.

Contractor Default: Failure of the Contractor, which has not been remedied, to perform or otherwise to comply with the Construction Contract.

IN WITNESS WHEREOF, the above parties bound together have executed this instrument this ____ day of _____, 20____, with the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

CONTRACTOR (Principal)

(Typed Name of Contractor)

ATTEST:

By: _____
(Signature of Officer)

(SEAL)

(Typed Name and Title)

SURETY

(Typed Name of Surety)

(Florida Resident Agent)

By: _____
(Signature of Attorney-in-fact. Attach
Power of Attorney)

STATE OF FLORIDA
_____ COUNTY

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____ who is personally known to me or who has produced _____ as identification who has executed this Bond on behalf of _____ Surety and who did (did not) take an oath.

Notary Public, State of Florida

My commission expires

Stamp

IMPORTANT: Surety companies executing this Bond must appear on and have sufficient bonding capacity per the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

EXHIBIT E
PROGRESS PAYMENT CERTIFICATION

Project Name: _____ PO Number: _____

Contractor's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Purchase Order referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior invoices number(s) _____, inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this invoice number _____ will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner).

When the Contractor receives payment from the Village for labor, services or materials furnished by Subcontractor and suppliers hired by the Contractor, the Contractor shall remit payment due those parties within ten (10) days after receipt of payment from the Owner, unless otherwise provided for by Florida Law.

Dated: _____, _____

Contractor: _____

Mailing Address: _____

By _____
(Name _____ Title _____)

State of _____)
County of _____)ss

Subscribed and Sworn to (or affirmed) before me on this _____ day of _____ by _____ He/She is personally known to me or has presented _____ as identification. Who being so duly sworn, did depose and say that he/she is _____ of the Contractor above mentioned; that he/she executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct, and complete.

Notary Public Signature and Seal

Print Notary Name and Commission No.

** PAGE 14 TO AGREEMENT - CLARIFICATION*

Jim Goodwin

From: Beatriz Ramirez <Beatriz.Ramirez@rangerconstruction.com>
Sent: Monday, August 24, 2015 3:48 PM
To: Jim Goodwin
Subject: RE: Annual Milling and Resurfacing contract

Jim
For the discrepancy cases that's fine.
Thanks

BEATRIZ RAMIREZ
Paving Project Manager



101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411
TEL: (561) 793-9400
FAX: (561) 790-4332
CELL: (561) 662-3752
bramirez@rangerconstruction.com
www.rangerconstruction.com

From: Jim Goodwin [mailto:jgoodwin@wellingtonfl.gov]
Sent: Monday, August 24, 2015 3:40 PM
To: Beatriz Ramirez <Beatriz.Ramirez@rangerconstruction.com>
Subject: RE: Annual Milling and Resurfacing contract

Thanks for your response Beatriz. After speaking with Dennis, he concurs with your E-mail below. However, as stated on page 14 of the Agreement, Ranger is responsible for the cost of the independent lab testing.

Regards,

Jim Goodwin | Contract Compliance Specialist | Village of Wellington | 12300 Forest Hill Blvd | Wellington, FL 33414
Tel: 561-791-4112 | Fax: 561-791-5976 | jgoodwin@wellingtonfl.gov | www.wellingtonfl.gov
NIGP OA4 Accreditation

From: Beatriz Ramirez [mailto:Beatriz.Ramirez@rangerconstruction.com]
Sent: Monday, August 24, 2015 1:40 PM
To: Jim Goodwin
Cc: Dennis Flaherty
Subject: RE: Annual Milling and Resurfacing contract

Jim
The way it has been done in the past is that Ranger does the testing for the mixes at our lab (DOT) and The Village of Wellington hire an independent lab to do the testing at the field. Only in case of discrepancy, Ranger will get an independent lab to verify and compare the results at the field.
Dennis, could you please clarify?
Thanks
Beatriz

Paving Project Manager



101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411
TEL: (561) 793-9400
FAX: (561) 790-4332
CELL: (561) 662-3752
bramirez@rangerconstruction.com
www.rangerconstruction.com

From: Jim Goodwin [<mailto:jgoodwin@wellingtonfl.gov>]
Sent: Monday, August 24, 2015 11:29 AM
To: Beatriz Ramirez <Beatriz.Ramirez@rangerconstruction.com>
Subject: Annual Milling and Resurfacing contract

Hello Beatriz:

I received the subject Agreement back this morning and noticed on page 14 that a stipulation was entered that testing will be performed at your lab. I have 2 questions: is your lab DOT approved? Also, when you provided your bid response a stipulation for testing to be done by your lab was not noted with your bid. What is the rationale for not wanting to use an independent lab for testing as required by the bid documents?

Please advise

Jim Goodwin | Contract Compliance Specialist | Village of Wellington | 12300 Forest Hill Blvd | Wellington, FL 33414
Tel: 561-791-4112 | Fax: 561-791-5976 | jgoodwin@wellingtonfl.gov | www.wellingtonfl.gov

NIGP OA4 Accreditation

From: Emma Ramirez
Sent: Thursday, August 13, 2015 1:38 PM
To: Beatriz Ramirez
Cc: Danielle Zembrzuski; Jim Goodwin
Subject: RE: Annual Milling and resurfacing contract

Hi Beatriz,

The bid was awarded on Tuesday, 8/11/15. Jim Goodwin will be sending out contracts soon.

Thanks,

Emma Ramirez | Purchasing & Risk Management Services | Wellington | 12300 Forest Hill Blvd. | Wellington, FL 33414 | Tel: 561-791-4021 | Fax: 561-904-5806 | **(Fax : 561-791-4178 for Human Resources – Confidential Matters)** eramirez@wellingtonfl.gov | www.wellingtonfl.gov

From: Beatriz Ramirez [<mailto:Beatriz.Ramirez@rangerconstruction.com>]
Sent: Thursday, August 13, 2015 1:21 PM
To: Emma Ramirez
Subject: Annual Milling and resurfacing contract

Good morning Emma

Could you please let me know if The Annual Milling and resurfacing bid was awarded already?

Thanks

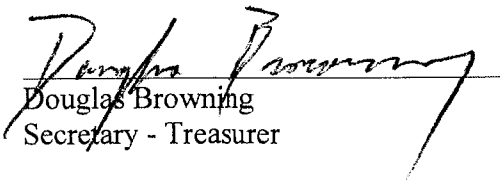


Ranger
Construction
Industries, Inc.

**CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS
OF RANGER CONSTRUCTION INDUSTRIES, INC.**

RESOLVED, that Scott "Ponch" Frank, Vice President of Ranger Construction Industries, Inc., be authorized to sign any bid documents, contracts, leases and other documents considered to be "in the ordinary course" of this Corporation's business for the South division operations. This authorization does not include "major decisions" including, but not limited to, potential business acquisitions or dispositions greater than \$3 million, major restructurings, distributions greater than \$1 million, windups, mergers, liquidations, the sale of a portion of the business, or any other decision other than "in the ordinary course."

The foregoing is a true and correct copy of the resolution adopted by Ranger Construction Industries, Inc., at a meeting of its Board of Directors on the 7th day of July, 2015.


Douglas Browning
Secretary - Treasurer

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

RANGER CONSTRUCTION INDUSTRIES, INC.

Filing Information

Document Number	F40180
FEI/EIN Number	59-2098662
Date Filed	06/10/1981
Effective Date	06/08/1981
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/27/2010
Event Effective Date	12/31/2010

Principal Address101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Changed: 01/27/2009

Mailing Address101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Changed: 01/27/2009

Registered Agent Name & AddressBROWNING, DOUGLAS
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411

Name Changed: 08/25/2010

Address Changed: 01/27/2009

Officer/Director Detail**Name & Address**

Title ST

BROWNING, DOUGLAS J

101 SANBURY'S WAY
WEST PALM BEACH, FL 33411

Title President

SCHAFER, ROBERT
101 SANBURY'S WAY
WEST PALM BEACH, FL 33411

Title VP

FRANK, SCOTT
101 SANBURY'S WAY
WEST PALM BEACH, FL 33411

Title Chairman, CEO

VECELLIO JR, LEO A
101 SANBURY'S WAY
WEST PALM BEACH, FL 33411

Title VP

Fowler, F. Scott
101 SANBURY'S WAY
WEST PALM BCH, FL 33411

Title VP

Vecellio, Michael A
101 SANBURY'S WAY
WEST PALM BCH, FL 33411

Title VP

Vecellio, Christopher S
101 SANBURY'S WAY
WEST PALM BCH, FL 33411

Title VP

Vecellio, Kathryn C
101 SANBURY'S WAY
WEST PALM BCH, FL 33411

Title Sr Vice President-Finance

Smith, Robert D
101 SANBURY'S WAY
WEST PALM BCH, FL 33411

Title Chief Estimator, Asst Secretary

Skubal, Steve

101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst Secretary

Daley, Jason
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst Secretary

Fowler, Richard
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst Secretary

Yoder, William
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst Treasurer, Asst Secretary

Gwinn, L.L.
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst. Secretary

Kracunas, Michael
101 Sansburys Way
West Palm Beach, FL 33411

Annual Reports

Report Year	Filed Date
2013	01/28/2013
2014	01/08/2014
2015	03/26/2015

Document Images

03/26/2015 -- ANNUAL REPORT	View image in PDF format
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02/11/1997 -- ANNUAL REPORT	View image in PDF format
03/07/1996 -- ANNUAL REPORT	View image in PDF format
03/22/1995 -- ANNUAL REPORT	View image in PDF format

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State of Florida, Department of State

SECTION A - Asphalt Milling and Resurfacing

	Item	Estimated Quantities	Unit	Ranger Unit Price	Ranger Total	M & M Unit Price	M & M Total	Wynn Unit Price	Wynn Total
1	MILL EXISTING ASPHALT PAVEMENT (1")	50,000	SY	\$ 1.85	\$ 92,500.00	\$ 1.50	\$ 75,000.00	\$ 1.25	\$ 62,500.00
2	MILL EXISTING ASPHALT PAVEMENT (1.5")	80,000	SY	\$ 1.95	\$ 156,000.00	\$ 1.60	\$ 128,000.00	\$ 1.50	\$ 120,000.00
3	MILL EXISTING ASPHALT PAVEMENT (2")	40,000	SY	\$ 1.95	\$ 78,000.00	\$ 1.60	\$ 64,000.00	\$ 1.55	\$ 62,000.00
4	MILL EXISTING ASPHALT PAVEMENT (<5,000 SY)	5	1/2 DAY	\$ 7,000.00	\$ 35,000.00	\$ 4,000.00	\$ 20,000.00	\$ 4,000.00	\$ 20,000.00
5	PORTABLE MILLING MACHINE	100	HR	\$ 220.00	\$ 22,000.00	\$ 95.00	\$ 9,500.00	\$ 100.00	\$ 10,000.00
6	MANHOLE ADJUSTMENT (F&I ADAPTER RINGS) (SEE EXHIBIT "A")	100	EA	\$ 180.00	\$ 18,000.00	\$ 185.00	\$ 18,500.00	\$ 800.00	\$ 80,000.00
7	TRAFFIC CONTROL OFFICERS	4	HR	\$ 68.00	\$ 272.00	\$ 70.00	\$ 280.00	\$ 100.00	\$ 400.00
8	F&I PRIME FOR EXISTING FINISHED BASE	5,000	SY	\$ 0.40	\$ 2,000.00	\$ 0.45	\$ 2,250.00	\$ 1.25	\$ 6,250.00
9	ADJUST VALVE BOXES & MISC STRUCTURES	150	EA	\$ 80.00	\$ 12,000.00	\$ 85.00	\$ 12,750.00	\$ 125.00	\$ 18,750.00
10	INSTALL PAVEMENT WATERPROOFING FABRIC (FABRIC SUPPLIED BY OWNER)	10,000	SY	\$ 3.05	\$ 30,500.00	\$ 3.50	\$ 35,000.00	\$ 3.00	\$ 30,000.00

* Asphalt Items #11through #23 shall include tack coat.

11	SP 12.5 LEVEL C (< 300 tons)	300	TN	\$ 168.00	\$ 50,400.00	\$ 125.00	\$ 37,500.00	\$ 150.00	\$ 45,000.00
12	SP 12.5 LEVEL D (< 300 tons)	300	TN	\$ 168.00	\$ 50,400.00	\$ 125.00	\$ 37,500.00	\$ 200.00	\$ 60,000.00
13	SP 12.5 LEVEL C (> 300 tons)	10,000	TN	\$ 96.00	\$ 960,000.00	\$ 97.00	\$ 970,000.00	\$ 135.00	\$ 1,350,000.00
14	SP 12.5 LEVEL D (> 300 tons)	10,000	TN	\$ 98.00	\$ 980,000.00	\$ 97.00	\$ 970,000.00	\$ 150.00	\$ 1,500,000.00
15	SP 9.5 LEVEL C (< 300 tons)	300	TN	\$ 168.00	\$ 50,400.00	\$ 125.00	\$ 37,500.00	\$ 150.00	\$ 45,000.00
16	SP 9.5 LEVEL C (> 300 tons)	10,000	TN	\$ 97.00	\$ 970,000.00	\$ 102.00	\$ 1,020,000.00	\$ 135.00	\$ 1,350,000.00
17	TYPE S-I (<300 tons)	300	TN	\$ 163.00	\$ 48,900.00	\$ 125.00	\$ 37,500.00	\$ 150.00	\$ 45,000.00
18	TYPE S-I (>300 tons)	10,000	TN	\$ 96.00	\$ 960,000.00	\$ 102.00	\$ 1,020,000.00	\$ 135.00	\$ 1,350,000.00
19	TYPE S-III (<300 tons)	300	TN	\$ 163.00	\$ 48,900.00	\$ 125.00	\$ 37,500.00	\$ 150.00	\$ 45,000.00
20	TYPE S-III (>300 tons)	10,000	TN	\$ 97.00	\$ 970,000.00	\$ 102.00	\$ 1,020,000.00	\$ 135.00	\$ 1,350,000.00
21	FC 12.5 (<300 tons)	300	TN	\$ 203.00	\$ 60,900.00	\$ 155.00	\$ 46,500.00	\$ 200.00	\$ 60,000.00
22	FC 12.5 (>300 tons)	10,000	TN	\$ 123.00	\$ 1,230,000.00	\$ 145.00	\$ 1,450,000.00	\$ 200.00	\$ 2,000,000.00
23	ASPHALT OVERBULD/FULL DEPTH (2" LIFTS)	3,000	TN	\$ 133.00	\$ 399,000.00	\$ 107.00	\$ 321,000.00	\$ 175.00	\$ 525,000.00

Total Section A	\$	7,225,172.00	Total Section A	\$	7,370,280.00	Total Section A	\$	10,134,900.00
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Note: See "Additional Information - Section A " for Specific Line Item Details

SECTION B - Pathway Resurfacing

	Item	Estimated Quantities	Unit	Ranger Unit Price	Ranger Total	M & M Unit Price	M & M Total	Wynn Unit Price	Wynn Total
1	OVERLAY EXISTING ASPHALT MULTI PURPOSE PATHWAY (6' wide x 1-1/4" including tack)	2,000	SY	no bid	no bid	\$ 9.85	\$ 19,700.00	\$ 11.00	\$ 22,000.00
2	OVERLAY EXISTING ASPHALT MULTI PURPOSE PATHWAY (8' wide x 1-1/4" including tack)	2,000	SY	no bid	no bid	\$ 9.85	\$ 19,700.00	\$ 12.50	\$ 25,000.00
3	F&I 1-1/4" of TYPE S-III Asphalt to base. Prime included.	2,000	SY	no bid	no bid	\$ 9.85	\$ 19,700.00	\$ 12.50	\$ 25,000.00
4	FULL DEPTH RECLAMATION OF EXISTING ASPHALT PATHWAY (4-6" deep)	2,000	SY	no bid	no bid	\$ 15.00	\$ 30,000.00	\$ 20.00	\$ 40,000.00
5	REMOVAL OF EXISTING ASPHALT PATHWAY SURFACE (1-2"), REFINISH EXISTING BASE, PRIME INCLUDED (READY TO PAVE)	2,000	SY	no bid	no bid	\$ 10.00	\$ 20,000.00	\$ 8.00	\$ 16,000.00
6	MISC ASPHALT PATCHING (< 50 tons)	200	TN	no bid	no bid	\$ 200.00	\$ 40,000.00	\$ 225.00	\$ 45,000.00
7	MISC ASPHALT PATCHING (> 50 tons)	200	TN	no bid	no bid	\$ 200.00	\$ 40,000.00	\$ 215.00	\$ 43,000.00
8	F&I ASPHALT MOWING STRIP PRIOR TO GUARDRAIL PLACEMENT (3' wide x 3" thick)	1,000	LF	no bid	no bid	\$ 8.00	\$ 8,000.00	\$ 25.00	\$ 25,000.00
9	F&I FLOWABLE FILL GUARDRAIL MOWING STRIP (3" thick) AROUND EXISTING POSTS	1,000	SY	no bid	no bid	\$ 75.00	\$ 75,000.00	\$ 40.00	\$ 40,000.00
10	F&I 8" THICK BASE ROCK AND FINISH GRADE WITH PRIME	2,500	SY	no bid	no bid	\$ 11.00	\$ 27,500.00	\$ 15.00	\$ 37,500.00
Total Section B				no bid	no bid	Total Section B	\$ 299,600.00	Total Section B	\$ 318,500.00

Note: See "Additional Information - Section B " for Specific Line Item Details

SECTION C - Seal Coating

	Item	Estimated Quantities	Unit	Ranger Unit Price	Ranger Total	M & M Unit Price	M & M Total	Wynn Unit Price	Wynn Total
1	ASPHALT SEAL COATING (<3,000 SY)	3,000	SY	no bid	no bid	\$ 1.70	\$ 5,100.00	\$ 2.00	\$ 6,000.00

2	ASPHALT SEAL COATING (>3,000 SY)	3,000	SY	no bid	no bid	\$	1.65	\$	4,950.00	\$	1.95	\$	5,850.00
				Total Section C	no bid	Total Section C		\$	10,050.00	Total Section C		\$	11,850.00

Note: See "Additional Information - Section C" for Specific Line Item Details

Price Effective: 4/27/19

Exhibit A

Annual Contract for Sod
Bid Tabulation: ITB #008-16/ENR

			Odums Sod, Inc.	Agricultural Land Services	Odums Sod, Inc.	Agricultural Land Services	Odums Sod, Inc.	Agricultural Land Services
Item #	Item Description	UOM	Picked-Up Price		Delivered Price		Delivered & Installed	
SOD: Various Types - ALL CERTIFIED								
1	Floratam – St. Augustine (See Specs)	Per Sq. Ft.	\$ 0.36	No Bid	\$ 0.38	No Bid	\$ 0.42	\$ 0.40
2	Palmetto - St. Augustine (See Specs)	Per Sq. Ft.	\$ 0.37	No Bid	\$ 0.39	No Bid	\$ 0.43	\$ 0.42
3	Bahia (See Specs)	Per Sq. Ft.	\$ 0.20	\$ 0.28	\$ 0.23	\$ 0.40	\$ 0.25	\$ 0.22
4	UltimateFlora - Zoysia	Per Sq. Ft.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
5	SeaDwarf - Seashore Paspalum	Per Sq. Ft.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
6	Bermuda	Per Sq. Ft.	\$ 0.40	No Bid	\$ 0.42	No Bid	\$ 0.46	No Bid
7	Celebration	Per Sq. Ft.	\$ 0.40	No Bid	\$ 0.42	No Bid	\$ 0.46	No Bid
8	Tiftway 419 Bermuda (See Specs)	Per Sq. Ft.	\$ 0.43	No Bid	\$ 0.45	No Bid	\$ 0.49	No Bid
9	Vendor preparation of surface prior to sod install of any listed sod (cut/remove vegetation & loosen soil) for the following types: Floratam, Bahia and Bermuda	Per Sq. Ft.	No Bid	No Bid	No Bid	No Bid	\$ 0.20	\$ 0.40
10	Bahia Sod (Pegged/Staked) Price includes staking or pegging sod on various slopes – e.g. canal and lake banks. Slope exceeds 3:1	Per Sq. Ft.	No Bid	No Bid	No Bid	No Bid	\$ 0.05	\$ 0.09
Pine Straw & Ground Preparation								
11	Pine Straw Mulch (See Specs)	Per Bale	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
12	Pine Straw Mulch (See Specs)	Per Truckload	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
MISC ITEMS								
13	Seed and Mulch (See Specs)	Per Sq. Yd.	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 0.05
14	Hydro Seed (See Specs)	Per Sq. Yd.	No Bid	No Bid	No Bid	No Bid	No Bid	\$ 0.10

KEY
Primary
Secondary
No Bid

Request For Quotes – Pruning of Palm Trees

Business Name: Duffy's Total Care Lawn Service Inc

Contact Person: Brian or Carolyn Duffy

Address: 10190 52nd Place S., L.W., FL 33449

Phone Number: 561-433-0095

E-mail Address: duffyslandscape@comcast.net

	Unit Price per Tree
1. Washingtonian palms:	\$ 14.95
2. General palms (Sabal, Coconut, Queen, Royal, Fan):	\$ 14.95
3. Large Date palms (Canary Island, Medjool):	\$ 34.35

BIDDER/CONTRACTOR understands that contractor will be paid based upon work actually performed and accepted by Wellington. Per tree price shall include all labor, materials, transportation, equipment, fuel and all other items necessary to complete the work. All items incidental to or necessary for the completion of the project shall be included in the price.

TO: Mayor and Councilmembers
FROM: James Titcomb, Town Manager
VIA: Francine Ramaglia, Assistant Town Manager
SUBJECT: Discussion and Direction on Solid Waste and Recycling Collection Services

Background:

Waste Pro has provided the Town's Solid Waste and Recycling Collection Services since 2008. In 2013, the Town entered into another 5-year contract with Waste Pro pursuant to *Bid No. 2013-002 for Solid Waste and Recycling Collection Services*. The agreement provides the Town Council with an exclusive option to negotiate the agreement for additional one (1) year terms. The Town exercised its option to renew for an additional year from October 1, 2018 through September 30, 2019. In an effort to defray costs, the Town also implemented semi-automated service using standardized containers for its residential collection. Concurrently, the Town initiated a franchise fee for all non-residential collection within its boundaries. Attached for reference is the Town's waste stream as well as requests/complaints for the past 3 years 2017-2019 year to date while serviced by Waste Pro. As the current contract ends September 30, 2019, the Town must decide from the following options:

- Exercise its option to negotiate an additional one-year term with Waste Pro, or
- Utilize Solid Waste Authority of Palm Beach County Solid Waste and Recycling Collection Services Agreement for Service Area 2 with Advanced Disposal which were competitively bid earlier this year and have terms of 7 years beginning October 1, 2019, or
- Direct staff to prepare new bid specifications for a Solid Waste Services Provider.

Representatives of both companies will be present to provide an overview of their offers and John Archambo from the Solid Waste Authority will be able to answer any questions with respect to Service Area 2 contract as well as the SWA Franchise and recently adopted ordinances with respect to yard waste.

Staff met with both Waste Pro and Advanced Disposal to discuss collection services and attached are:

- a proposal from Advance Disposal offering to extend its Service Area 2 pricing and service to the Town with a few modifications, none impacting unit pricing.
- An email from Waste Pro as well as an historical comparison of pricing in South Florida. Waste Pro has expressed great interest in continuing its service to the Town.

Advanced Disposal Service Area 2 pricing for residential curbside collection is approximately \$24/unit monthly and commercial rates are set at standard rates depending on service. Our existing franchise agreement and ordinance would change to match the Solid Waste Authority franchise and the Town would need to adopt ordinances with respect to limitations and collection methods for yard waste.

Waste Pro is willing to reduce their current pricing for residential curbside collection to \$32/unit monthly which is a 10% decrease from their current rates. The primary reason they cannot lower rates further is because the Town has exceeded the disposal credit significantly. Waste Pro is willing to work with the Town to implement alternative collection approaches to improve our service and reduce the overages on the disposal credit.

The Town may use a cooperative purchasing agreement based on Palm Beach County Solid Waste Authority's (SWA) contracts awarded through a competitive bid process: *Request for Proposal for Solid Waste and Recycling Collection Services (RFP NO. 19-xx/SLB)*. The Town's Purchasing Code, Section 2-C.(2)(e), allows for the utilization other government agencies' contracts provided that the same or substantially similar goods and/or services were competitively solicited; that the contract permits such and the awarding jurisdiction and/or contractor agree to allow the Town to purchase therefrom; and that the price is equal or lower than that awarded by the other government.

Attached are the following documents:

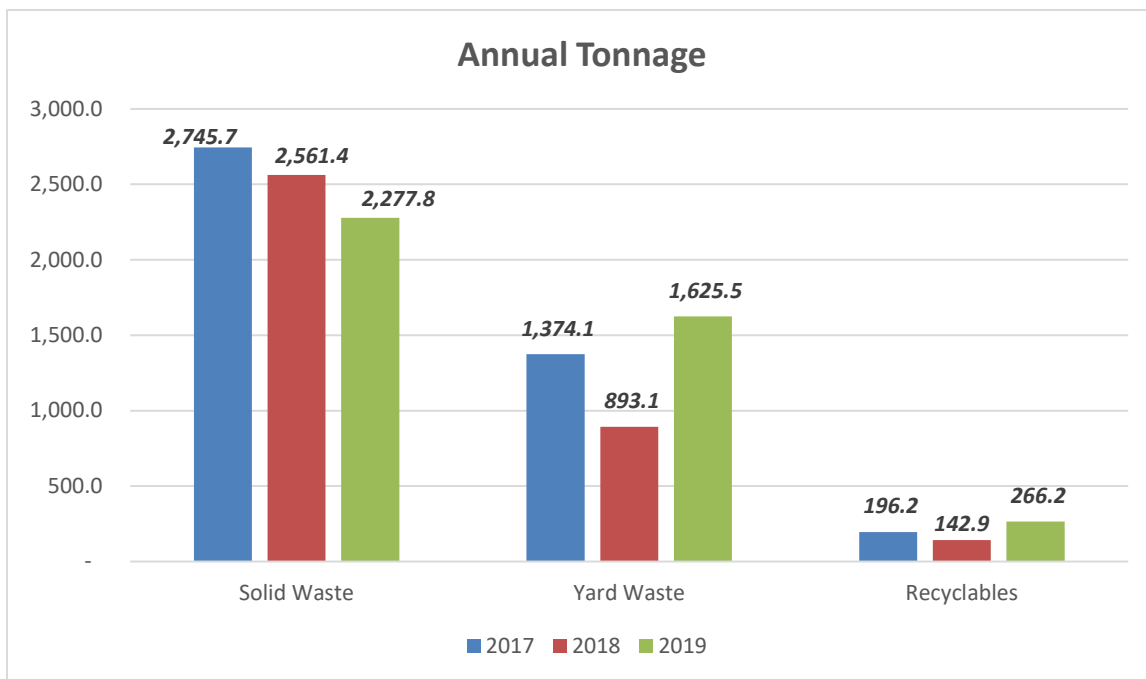
- Proposal from Advanced Disposal
- Email and historical rates from Waste Pro
- Approved Solid Waste Authority Agreement for Solid Waste and Recycling Collection Services with Advanced Disposal for Service Area 2

Recommendations: Staff seeks direction as to which option to pursue with respect to the Town's Solid Waste and Recycling Collection Services.

TOWN OF LOXAHATCHEE GROVES
WASTE STREAM 2017 THROUGH 2019 (Projected based on Year to Date)

Waste Pro
Monthly Activity Report (in tonnage)

	<u>Solid Waste</u>	<u>Yard Waste</u>	<u>Recyclables</u>
<u>2017</u>			
<i>Monthly Average</i>	249.61	124.92	17.84
<i>Projected Annual</i>	2,745.73	1,374.07	196.19
<u>2018</u>			
<i>Monthly Average</i>	213.45	74.43	11.90
<i>Projected Annual</i>	2,561.39	893.11	142.85
<u>2019 (projected)</u>			
<i>Monthly Average</i>	189.81	135.46	22.18
<i>Projected Annual</i>	2,277.77	1,625.52	266.16



Email from Waste Pro USA Inc.

Good morning Francine,

Thank you meeting with me yesterday in regards to renewing our agreement. We covered a lot of options and scenarios to try to reduce the collection rate. And again I want to assure you that Waste Pro wants nothing more than to continue our partnership with Loxahatchee Groves.

There are a few things I would like to bring up to try and help your staff and commissioners understand what has gone on in our industry over the last 10 years since we first started in the Town.

Truck costs have gone up 40-60 % and wages for our employees have gone up 20-30% since 2008. We are seeing municipal rates increasing over 50% during the past 2 years to cover the exuberant increases of doing business in our industry. Insurance has also increased to an all-time high, and premiums are raising every year.

In 2013 when the Town issued their bid, the results were Advanced \$45 per home, Republic \$29.09 per home and Waste Pro \$27.50 per home. I know you were looking for a rate around the \$25-\$28 per unit cost but I would be very skeptical of anyone who says they could provide a level of service the Town is used to at those rates. Waste pro has been servicing the Town for 10 years and we know the challenges of providing service on the dirt roads and we know exactly what the disposal overages have been and the cost associated with those overages.

During our conversation yesterday you said the Town may adopt a 6yd limit for yard waste and that is all that will to be put curbside and if the pile is exceeding the 6yds it won't be serviced. Much like the SWA new code, but the service areas that the SWA have created don't have the participation that the Town does per home. Although that is something that will help but as residents get accustomed to the new code participation of homes will still be exceeding the disposal credit provided.

After consideration we could give a 10% decrease on the residential rate but the commercial rate would need to stay the same, we could adjust the franchise rate at your direction as that is revenue for the Town.

I know there are a lot of new personnel to the Town and they are eager to make changes. Changing a service that touches the residents almost 22,000 times a month to save a few dollars could make for a very long agreement with the wrong choice.

Thank you again for meeting yesterday and as always if you need anything please feel free to contact me.

Chris Schulle
Division Manager
Office # 561-688-8912
Fax # 561-688-8914
Cell # 772-216-4876

Municipal Bid Results 2018-19

PALM BEACH COUNTY

	<i>2013 Bid Rates</i>	<i>2018 Bid Rates</i>	<i>Increase Percentage</i>
AREA 1	\$12.49	\$18.88	51%
AREA 2	\$16.08	\$23.87	48%
AREA 3	\$10.46	\$12.90	23%
AREA 4	\$10.76	\$13.08	22%

CITY OF FORT LAUDERDALE

		<i>Increase Percentage</i>	
Current Rate	\$14.17		
	<i>Bid Rates</i>		
Waste Pro Bid	\$27.94	97%	
World Waste Bid	\$19.12	35%	*Does Not Qualify
Republic Bid	\$28.11	98%	

CITY OF NORTH MIAMI

<i>Current Rate</i>	<i>2018 Bid Rate</i>	<i>Increase Percentage</i>
2012		
\$15.31	\$27.94	82%

CITY WESTON

<i>Current Rate</i>	<i>2018 Bid Rate</i>	<i>Increase Percentage</i>
2013		
\$10.15	\$18.51	82%

Municipal Bid Results 2018-19

SOUTHWEST RANCHES

Current Rate	2018 Bid Rate	<i>Increase Percentage</i>
2013		
\$25.47	\$44.89	76%

Hollywood

Current Rate	2019 Bid Rate	<i>Increase Percentage</i>	<i>Note: Only 1 Bidder</i>
2018			
\$15.49	\$24.63	59%	

Boca Raton

Current Rate	2019 Bid Rate	<i>Increase Percentage</i>	<i>Note: Only 1 Bidder</i>
2018			
\$17.60	\$22.95	30%	



Ms. Francine Ramaglia
Assistant Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

May 29, 2019

Dear Ms. Ramaglia

Thank you for the opportunity to present our proposal for solid waste and recycling collection services for the Town of Loxahatchee Groves. We understand the Town's desire to assume the same terms, conditions, and pricing as defined in Advanced Disposal's Service Area 2 Franchise Agreement with Palm Beach County as of October 1, 2019. Advanced Disposal is willing to offer Loxahatchee Groves the Palm Beach Area 2 contract terms, conditions, and pricing for both residential, and commercial customers with the following exceptions.

- Performance bond for our contract with Loxahatchee Groves will reflect fifty percent (50%) of the annual contract amount with Loxahatchee Groves.
- The collection of community piles for yard waste will be eliminated. Collection of yard waste will be limited to no more than six (6) cubic yards per dwelling unit per week.
- The curbside collection of horse manure or horse stall shavings will be eliminated. Advanced Disposal is willing to provide residents open top roll off dumpster service per Palm Beach County contracted prices for collection and disposal of horse manure or horse stall shavings.
- The number of billable residential units will be determined via route audit with personnel from both the Town of Loxahatchee and Advance Disposal. The audit will be completed prior to the start of the new contract on October 1, 2019. The audited unit count will be adjusted monthly based on changes in home occupancy and will serve as the basis for monthly billing for residential solid waste and recycling services.
- One hundred percent (100%) of the SWA monthly disposal credits to the Town of Loxahatchee Groves will be assigned to Advanced Disposal.
- Advanced Disposal and Town of Loxahatchee Groves will be exempt from complying with the Equal Business Opportunity Program as outlined in the Palm Beach County Solid Waste and Recycling Collection Franchise Agreement.

We look forward to working with the Town of Loxahatchee Groves in addressing your waste disposal needs.

Sincerely,

Todd Strong
Advanced Disposal Services

cc. Jamie Titcomb, Town Manager
 Johnny Goodspeed, Advanced Disposal Florida East District Manager

- C. Oral presentations, meetings where BIDDER(S) is/are answering questions, negotiations, and AUTHORITY meetings to discuss negotiation strategy are exempt from public access.
20. **DRUG-FREE WORK PLACE:** Preference shall be given to a business with Drug-Free Work Place (DFW) programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the AUTHORITY for the procurement of contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.
21. **FUNDING:** The obligations of the AUTHORITY under this award are subject to the availability of funds lawfully appropriated for its purpose.
22. **PERFORMANCE DURING EMERGENCY:** By submitting a Bid, BIDDER agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, the AUTHORITY shall be given "first priority" for all services under this contract. BIDDER agrees to provide all services to the AUTHORITY during and after the emergency/disaster at the terms, conditions, and prices as provided in this solicitation and with a priority above and preference over services to the private sector.
23. **PAYMENT:** The AUTHORITY or its designee will be responsible for the billing and collection of payments for Residential Solid Waste Collection Service. The Contractor shall be responsible for billing and collection of payments for Commercial Solid Waste Collection Service. Contractor shall also be responsible for billing and collection of payments for Special Services related to Residential Solid Waste Collection Service.
24. **PERMITS AND LICENSES:** The Contractor shall obtain, at their own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect throughout the Term of this Agreement. Any changes of the licenses or permits shall be reported to the AUTHORITY within ten (10) Business Days of the change. Failure to obtain and maintain all permits and licenses, including but not limited to any permit or license which may in the future be required by the AUTHORITY to engage in the business of Collection in Palm Beach County, shall constitute an event of default.
25. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful BIDDER is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful BIDDER'S sole direction, supervision, and control. The successful BIDDER shall exercise control over the means and manner in which it and its employees perform the work and in all respects, the successful BIDDER'S relationship, and the relationship of its employees, to the AUTHORITY shall be that of an Independent Contractor and not as employees or agents of the AUTHORITY.
26. **AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** All BIDDERS submitting a response to this Invitation to Bid agree that such response also constitutes a Bid to all government entities recognized under Florida law under the same terms and conditions, for the same prices and for the same effective period as specified in this Bid, should the successful BIDDER deem it in the best interest of their business to do so. The Agreement(s) resulting from this Bid in no way restricts or interferes with any other government entity's ability to re-solicit for any or all items specified in this Bid.
27. **EQUAL BUSINESS OPPORTUNITY PROGRAM:**
- A. The Governing Board of the AUTHORITY has implemented the Economic Inclusion Policy administered by the Equal Business Opportunity (EBO) Program Office to ensure that all segments of its business population, including, but not limited to small, local, minority, and women-owned businesses, have an equitable opportunity to participate in the AUTHORITY'S procurement process, in accordance with Section



SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG RD, WEST PALM BEACH, FL 33412

**SOLID WASTE AND RECYCLING COLLECTION SERVICES
FRANCHISE AGREEMENT**

BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

ADVANCED DISPOSAL SERVICES

FOR

SERVICE AREA 2

AGREEMENT NO. 19-402B

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**SOLID WASTE AND RECYCLING COLLECTION SERVICES
FRANCHISE AGREEMENT
SERVICE AREA 2**

This Agreement is hereby made and entered into this 24th day of April, 2019, between **Solid Waste Authority of Palm Beach County**, a special district created pursuant to Chapter 2001-331, Laws of Florida, (hereinafter referred to as "Authority") and **Advanced Disposal Services** (hereinafter referred to as "Contractor").

In consideration of the mutual benefits, the parties herein agree as follows:

1. TERM:

The term of this Agreement shall be for the period beginning **October 1, 2019**, and expiring **September 30, 2026**.

2. DEFINITIONS:

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

- A. Authority** shall mean the Solid Waste Authority of Palm Beach County.
- B. Biohazardous or Biomedical Wastes** shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; including, but not limited to, waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.
- C. Bulk Trash** shall mean any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods and furniture. There shall be no weight limit for any item of Bulk Trash.
- D. Business Days** shall mean Monday through Saturday, except for Holidays.
- E. Cart** shall mean a curbside container meeting the Authority's specifications intended for collection via automated or semi-automated means to be supplied by the Contractor to households receiving Curbside Residential Solid Waste Collection Service.
- F. Collection** shall mean the process whereby Solid Waste, Garbage, Trash, Bulk Trash, Vegetative Waste or Recovered Material is gathered and transported to a Designated Facility.

- G. Commercial Recycling Collection Service** shall mean the Dual Stream Recycling Collection of Recovered Materials by the Contractor for entities within the Service Area that are not serviced by Residential Recycling Collection Service.
- H. Commercial Single Stream Recycling Collection Service** shall mean the practice of collecting Source Separated Recovered Materials generated by commercial establishments in a commingled form without separating the fiber from the other materials as is required under Dual Stream Collection.
- I. Commercial Solid Waste** shall include Solid Waste that is not Residential Solid Waste, but for the purposes of this Agreement shall exclude commercial Vegetative Waste, the collection of which is not exclusive to the Contractor.
- J. Commercial Solid Waste Collection Service** shall mean the collection of Commercial Solid Waste within the Service Area. Such service includes both Containers and Compactors, but does not include Roll-off Collection Services.
- K. Compactor** shall mean any container which has compaction mechanism(s), whether stationary or mobile, all inclusive.
- L. Construction and Demolition Debris (C&D)** shall mean materials generally considered to be not water soluble and which are nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de minimis amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.
- M. Container** shall mean and include any container designed or intended to be mechanically dumped into a loader packer type truck or recycling vehicle other than a Cart. All Containers must be of the specifications as designated by the Contract Administrator, in writing.
- N. Containerized Residential Recycling Collection Service** shall mean the Dual Stream Recycling collection of Recovered Materials by the Contractor from Dwelling Units in the Service Area that require the use of Containers for the collection of Recovered Materials, and which also receive Residential Collection Service for Solid Waste, and the delivery of those Recovered Materials to the Recovered Materials Processing Facility or designated Authority transfer station.
- O. Containerized Residential Solid Waste Collection Service** shall mean Solid Waste collection service of all Dwelling Units whose Garbage, Trash or Bulk Trash is collected by means of a central or shared Container and not by means of a Cart.
- P. Contract** shall mean this Agreement.
- Q. Contractor** shall mean that person or entity identified as such in the first paragraph of this Agreement that has entered into this Agreement to provide the services described herein for the Service Area.

- R. Contract Administrator** shall mean the person designated by the Authority who shall act as the Authority's representative during the term of this Agreement, or his/her designee.
- S. County** shall mean Palm Beach County.
- T. Curbside Residential Recycling Collection Service** shall mean the Dual Stream Recycling collection of Recovered Materials by the Contractor from all Dwelling Units in the Service Area that also receive Curbside Residential Solid Waste Collection Service for Solid Waste, and other Dwelling Units as designated by the Authority, and the delivery of those Recovered Materials to the Authority Recovered Materials Processing Facility or designated Authority transfer station.
- U. Curbside Residential Solid Waste Collection Service** shall mean Residential Solid Waste and Vegetative Waste Collection service for all Dwelling Units from which Garbage is collected by means of a Cart at curbside or roadway and delivery to an Authority designated disposal facility or transfer station.
- V. Designated Facility** shall mean an Authority owned disposal, processing, recovery, recycling or transfer facility, or another facility if specifically designated in writing by the Contract Administrator to the Contractor.
- W. Dual Stream Recycling Collection** shall mean the practice of collecting Recovered Materials in two separate containers, one for fiber and one for commingled containers and other materials accepted in the Authority's recycling program.
- X. Dwelling Unit** shall mean any type of structure or building unit intended for or capable of being utilized for residential living other than a licensed Hotel or Motel unit.
- Y. Fiscal Year** shall mean the period starting on October 1 of a given year and ending September 30 of the following year during this Agreement.
- Z. Garbage** shall mean all putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities, but shall not include Vegetative Waste or Special Waste.
- AA. Hazardous Waste** shall mean Solid Waste as defined by the State of Florida Department of Environmental Regulation as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.
- BB. Hotel or Motel** shall mean a structure or building unit(s) capable of being utilized for residential living where such unit or a group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven days or less. To meet this definition, the Hotel or Motel must be licensed to operate as such. "Transient" has the meaning as defined in Chapter 509, Florida Statutes (2011), or its successor law.
- CC. Land Clearing** shall mean the removal of vegetation for the purpose of improving real property through remodeling, new construction or agricultural use. Land clearing shall include, but is not

limited to, trees, brush, dirt, rocks or similar obstructions/materials being removed from a parcel of assessed residential land using mechanical devices such as a bobcat, backhoe, front-end loader, tractor, bulldozer, etc. Removal refers to the physical action of the equipment digging, scraping, bulldozing, and/or pulling debris from the ground. Transporting legally cut vegetation to the curb using a mechanical device does not constitute land clearing. A chainsaw is not to be considered a mechanical device in the removal process.

- DD. Mixed Paper** shall be defined as a mixture of paper products including magazines, catalogues, phone books, cereal boxes, soda and beer can boxes, chipboard, file folders, envelopes, letter paper, junk mail, notebook paper and any other clean paper products.
- EE. Peak Times** shall mean the period beginning on November 1 of a given year and ending on April 30 of the following year, unless otherwise specified by the Authority.
- FF. Public Awareness Program** shall mean that program developed by the Authority to inform and encourage residential and commercial collection customers to use all Collection services offered by the Authority through the Agreement. It shall also mean information concerning level of service and changes in scope of service.
- GG. Recovered Materials** shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and Source Separated or have been removed from the waste stream for sale, use, or reuse as raw materials, but the term does not include materials destined for any use that constitutes disposal, including but not limited to landfilling, placement upon the land or in the water, or combustion. The materials currently designated by the Authority for Residential Recycling Collection Service and Commercial Recycling Collection Service are newspapers (including inserts); magazines; catalogs; phone books; mixed paper, aluminum cans; plastic containers #1 - #7 (except styrofoam); glass bottles and jars; gable-topped containers; aseptic containers; corrugated cardboard; Kraft bags; and steel and ferrous cans.
- HH. Recovered Materials Processing Facility (RMPF)** shall mean any facilities operated or managed by, for or on behalf of the Authority for the purpose of receiving, sorting, processing, storing, and/or preparing Recovered Materials, plus other items authorized by the Authority, for sale, as specifically designated by the Contract Administrator, in writing.
- II. Recycling Container** shall mean a rigid container made of plastic or other suitable substance or a paper bag that is used for the storage of Recovered Materials.
- JJ. Residential Recycling Collection Service** shall mean Curbside Residential Recycling Collection Services and Containerized Residential Recycling Collection Service.
- KK. Residential Solid Waste** shall mean Garbage, Trash and Bulk Trash resulting from the normal housekeeping activities of a Dwelling Unit, but shall not include Vegetative Waste. Residential Solid Waste shall also mean Construction and Demolition Debris (C&D) resulting from minor home repair from the Dwelling Unit.
- LL. Residential Solid Waste Collection Service** shall mean Curbside Residential Solid Waste Collection Service and/or Containerized Residential Solid Waste Collection Service.

- MM. Roll-off Collection Service** shall mean the Collection of C&D-only roll-off containers, or the Collection of C&D by other mechanical means, within temporary locations in the Service Area, limited to new construction sites and remodeling or refurbishment sites and shall require Solid Waste Authority Rule IV Permit. Permanent businesses or manufacturing companies that generate C&D on site as part of their operations may obtain roll-off containers from any source, including the Contractor, for the purpose of recycling the C&D material, if, and only if, they also have a container for all other Commercial Solid Waste which is collected exclusively by the Contractor. Roll-off collection Service also includes the collection of commercial vegetative waste.
- NN. Service Area** shall mean that portion of the unincorporated area of the County as described in Exhibit A, for which Contractor has been granted an exclusive franchise.
- OO. Sludge** shall mean a solid or semi-solid, or liquid generated from any waste water treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets and related operations, or any other such waste having similar characteristics or effects.
- PP. Solid Waste** shall mean Residential Solid Waste and Commercial Solid Waste, but shall not include Special Waste, as defined in this Agreement, or Recovered Materials. Solid Waste shall mean Bulk Waste, Garbage, rubbish, refuse, Trash, Vegetative Waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations, but for the purpose of this Agreement shall not include Special Waste.
- QQ. Solid Waste Authority Disposal Facility** shall mean place or places specifically managed or operated by the Solid Waste Authority of Palm Beach County.
- RR. Source Separated** shall mean that Recovered Materials are separated from Solid Waste at the location where the recovered materials and solid waste are generated. The term does not require that various types of Recovered Materials be separated from each other, and recognizes de minimis Solid Waste may be included in the recovered materials. Materials are not considered Source Separated when two or more types of Recovered Materials are deposited in combination with each other in a Container located where the materials are generated and when such materials contain more than 10 percent solid waste by volume or weight, in which case the materials are Solid Waste. The term "various types of Recovered Materials" means metals, paper, glass, plastic, textiles and rubber.
- SS. Special Services** shall mean any services requested or required by the customer which are in addition to, or a change in, Residential Solid Waste Collection Service, Residential Recycling Collection Service, Commercial Recycling Collection Service and Commercial Solid Waste Collection Service as set out or similar to those listed in Exhibit B.
- TT. Special Waste** shall include automobiles, boats, internal combustion engines, non-automobile tires, Sludge, dead animals, livestock waste, septic tank waste, Biohazardous or Biomedical Waste, liquid waste, and Hazardous Waste. Special Waste may also include items determined by the Contract Administrator to be reasonably unmanageable.

UU. Trash shall mean all refuse, accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than Garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, but shall not include Vegetative Waste.

VV. Force Majeure shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, or sabotage.

WW. Vegetative Container shall mean any commonly available light gauge steel, plastic, or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s). A Vegetative Container is also defined as a heavy duty, securely tied, plastic bag designed for use as a vegetation receptacle. Such container including Vegetative Waste shall not exceed fifty (50) gallons in capacity or fifty (50) pounds in weight.

XX. Vegetative Waste shall mean any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub trimming materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards.

3. SERVICES PROVIDED BY CONTRACTOR:

The Contractor shall provide mandatory Residential automated or semi-automated Solid Waste Collection Services and Residential Recycling Collection Services in the Service Area. The right to provide such Collection Services in the Service Area shall be exclusive to the Contractor.

The Contractor shall provide Commercial Solid Waste Collection Services in the Service Area, which shall be an exclusive right to the Contractor. The Contractor shall be responsible for the billing and collection of Commercial Solid Waste Collection Services and disposal costs not being billed and collected by the Authority or its designee.

Roll-off Collection Services shall not be exclusive to the Contractor. Commercial Vegetative Waste and Construction and Demolition Debris (C&D) shall not be exclusive to the Contractor.

Collection of Solid Waste contained in roll-off containers for businesses in the Service Area is exclusive to the Contractor.

The Contractor shall provide Commercial Recycling Collection Services in the Service Area upon request by the Customer or the Authority, or through the solicitation efforts of the Contractor. However, Commercial Recycling Collection Services are not exclusive to the Contractor in the Service Area.

The Contractor shall use good faith and its best efforts to cooperate with any commercial recycling haulers collecting Source Separated Recovered Materials from commercial customers in the Service Area.

4. SOLID WASTE AND VEGETATIVE WASTE COLLECTION SERVICE:

A. Curbside Residential Solid Waste and Vegetative Waste Collection Services: The initial Curbside Residential Collection Service provided by this Agreement shall be as set forth in this Section 4.A and shall continue until such time as the Contract is terminated. Whereas the Contractor is providing Solid Waste and Vegetative Waste Collection Service on behalf of the Authority, all Solid Waste and Vegetative Waste collected by the Contractor in the Service Area(s) must be collected in the manner and for the rates and fees provided herein, and delivered to a Designated Facility. Solid Waste collected by the Contractor in the Service Area(s) pursuant to this Agreement may not be delivered to any facility other than those specified herein unless authorized by the Contract Administrator, in writing. In addition to the provisions and prohibitions provided for herein, Contractor is required to comply with all Federal, State and local laws, regulations and rules, including rules of the Authority, and is subject to the penalties provided for therein. To the extent that the requirements, prohibitions and penalties provided for in this Agreement are more stringent than those provided for under Federal, State and local laws, regulations and rules, including any rules of the Authority, this Agreement prevails.

- 1. Conditions and Frequency of Service:** All Curbside Residential Solid Waste properly placed in Carts and Vegetative Waste properly containerized in Vegetative Containers or otherwise prepared for collection as dictated by this Agreement shall be collected by the Contractor.

All Curbside Residential Solid Waste Collection Service, with the exception of the holidays identified in Section 7, shall be provided twice per week, unless options of service (Exhibit B) are implemented, with not less than forty-eight (48) hours nor more than seventy-two (72) hours between regularly scheduled pick-up days. Missed Saturday Residential Solid Waste and Vegetative Waste must be collected by 12:00 noon on the following Monday.

The Contractor shall provide Semi-automated/Automated Garbage Collection services, during the term of this agreement as follows:

- a) For the first sixty (60) days of this Agreement the Contractor shall collect all Garbage and Trash placed both inside and outside of the Carts; and
- b) thereafter, and for the remaining term of this Agreement, the Contractor shall not be responsible for collection of Garbage placed outside the Carts; however, notwithstanding, the Contractor shall collect Garbage from both inside and outside the Cart on the Friday, Saturday, and Monday following Thanksgiving, and from December 26 through January 1, of each year during the term of this Agreement.

All Vegetative Waste up to six (6) cubic yards placed at an accessible pick-up location shall be collected separately from Residential Solid Waste and Recovered Materials by the Contractor. If the customer has commingled Residential Solid Waste and Vegetative Waste, the Contractor shall tag the pile with an Authority provided tag, and is not required to collect the commingled

material until the first regularly scheduled collection day after customer has properly separated the material, although nothing shall preclude the Contractor from collecting the Vegetative Waste and Residential Solid Waste sooner. In the event the customer does not wish to properly separate the material, the customer may pay the Contractor or any other private hauler to collect the non-conforming material. If the Contractor fails to tag the non-conforming pile, the Contractor will be required to collect the pile at no cost to the customer or the Authority by the end of the next Business Day. The Contractor shall not intentionally commingle Vegetative Waste with Residential Solid Waste.

Vegetative Waste shall be collected one (1) time per week on one (1) of the two (2) scheduled route days. The Contractor shall not be required to collect more than six (6) cubic yards of Vegetative Waste per dwelling unit per week. In the event that more than six (6) cubic yards is placed at the curb by the customer, the Contractor shall not be required to collect the pile. Contractor will tag the pile with an Authority provided tag, instructing the customer to contact the Authority for an estimate for removal. The Contractor shall conduct estimates no later than 72 hours after initial notice from the Authority, however nothing shall preclude the Contractor from conducting the estimate sooner. Pricing shall be based on the per cubic yard rate in Exhibit B. Removal of material by the Contractor shall be completed no later than 72 hours after payment is received. Failure to remove material within the 72 hours of payment shall be subject to assessments as set forth in this Agreement.

With the exception of palm fronds, tree branches and Christmas trees, The Contractor shall have a reliable expectation that all Vegetative Waste will be bagged or in a Vegetative Container, and that each Vegetative container, when filled, will not exceed 50 pounds in weight or 50 gallons in capacity. The Contractor shall have a reliable expectation that branches will not exceed 6 feet in length, 6" in diameter or 50 pounds in weight, that there is no length limitation on palm fronds, and that Christmas trees will be presented whole or in sections that in either case shall not exceed 8 ft. in length or 50 pounds in weight. In the event that Vegetative Waste is not presented as stated in this paragraph, the Contractor shall tag the pile with an Authority provided tag, and shall not be required to collect the non-conforming material until the first regularly scheduled collection day after the customer has properly presented the material, although nothing shall preclude the Contractor from collecting the Vegetative Waste sooner.

Trash, Bulk Trash, and Construction and Demolition Debris (C&D) resulting from minor home maintenance and repair only will be collected at the curb. Bulk trash shall be limited to three (3) items per week, and collected on one of the two regularly scheduled garbage collection days. Contractor is not required to collect sections of fencing or debris resulting from the demolition of sheds, storage buildings and other like structures or debris generated by major remodeling/construction projects. Contractor is required to collect a maximum of two (2) cubic yards of C&D per week on one of the two regularly scheduled garbage collection days per dwelling unit. In the event that the customer places more than two (2) cubic yards of C&D for Collection, the Contractor shall tag the pile with an Authority provided tag, instructing the customer to contact the Authority for a removal estimate. Contractor shall follow same guidelines as vegetative estimates stated above. The Contractor shall have a reliable expectation that small pieces of C&D, such as tile or roofing material, shall be containerized and weigh not more than 50 pounds per container. There shall be no weight limit for any item of Bulk Trash.

In the event Bulk Trash contains Chlorofluorocarbons (CFCs), the Contractor shall collect the Bulk Trash item separately in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFC's into the atmosphere, to the Authority landfill, the Belle Glade transfer station or to a scrap dealer located in Palm Beach County.

- 2. Accessibility:** Contractor shall collect all Residential Solid Waste and Vegetative Waste placed Curbside where the edge of the waste is within six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Contractor that will provide safe and efficient accessibility for the Contractor's collection crew and vehicle. In the event there is insufficient space between the curb and the sidewalk to place Residential Solid Waste and Vegetative Waste, if the edge of all Residential Solid Waste and Vegetative Waste to be collected is within two (2) feet of the sidewalk, the Contractor shall be required to collect it.

In the event there is no other accessible location available to the customer, all Residential Solid Waste and Vegetative Waste placed under electrical wires, trees or other obstructions preventing the use of a vehicle with mechanical loading capability shall be collected by means of a rear-load collection vehicle. Contractor may request, in writing, the Contract Administrator to approve an alternate Collection location. Contract Administrator's decision regarding the approval of a suitable alternate Collection location shall be final.

For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the County or special district, or a road on private property for which an easement has been granted to the public and when such road is constructed and maintained to a standard whereby access is available by the collection vehicle.

Where the resident of a dwelling unit is physically unable to deliver Residential Solid Waste to curbside and this is so certified by the Contract Administrator, or the residential structure is located in such a manner as to prevent access to the Residential Solid Waste by the Contractor's crew or vehicle, an alternative location may be arranged between the customer and the Contractor at no extra cost to the customer. In the event the customer and the Contractor cannot agree on an alternative location the Contract Administrator shall designate the alternative location, and the Contract Administrator's decision shall be final. Regardless of any accommodation made pursuant to the facts described in this paragraph, Vegetative Waste must continue to be placed curbside.

Except in the case described in the previous paragraph, if the customer requests Special Services, such as back door service, these services shall be billed directly to the customer by the Contractor in accordance with Exhibit B. In the event that a Special Service request is not listed in Exhibit B, such charges shall then be established through negotiations between the Contractor and the customer. In the event the customer and the Contractor cannot reach an agreement on the cost, the Contract Administrator shall determine the cost, and such determination shall be final.

- 3. Carts:** Contractor shall deliver each Curbside Residential unit one Cart, and be responsible for all maintenance, repair, and replacement. Upon the completion of this Agreement Carts will be property of the Authority. A Cart monthly maintenance fee, as set forth in Exhibit B,

will be paid to the Contractor by the Authority. Carts must meet all specifications as set forth below:

1. Each Cart shall consist of a body, lid, wheels, axle, and necessary accessories;
2. Carts will be procured in 46-48, 64-66 and 94-96 gallon sizes with gray body and gray lid;
3. The wheeled Carts shall be designed to contain solid waste materials including garbage, refuse, and rubbish;
4. Carts shall have the Authority's logo hot stamped onto the top half of the two opposite sides (neither the front nor back) of the cart body. The logo shall be approximately 8 inches high by 8 inches wide. Camera ready artwork will be provided as well as the defined color(s) at the time the contract is awarded;
5. The Carts shall be designed to be dumped by both semi-automated and fully-automated disposal truck systems;
6. The Carts shall be designed to be fit with axles which do not require holes or bolts through the body, to eliminate potential leakage of liquids escaping odors or entry of insects;
7. All Carts must meet all ANSI (American National Compliance) Standards;
8. Lid shall not be ventilated and shall be held closed by its own weight;
9. An arrow pointed in the direction of the front of the Cart shall be molded into the top of the Cart's lid; and
10. Printed on the top of the lid in block letters not obstructing other information:

"GARBAGE ONLY"
"NO HAZARDOUS WASTE"

The Contractor's residential curbside Solid Waste, Yard Waste, and Recycle collection vehicles shall be equipped with 3rd Eye Digital or comparable monitoring system. Data acquired through set monitoring system shall be available to the Contract Administrator and the Authority Customer Information Service (CIS) office personnel upon request. All requested information shall be provided in a timely manner to avoid assessment of Liquidated Damages as authorized pursuant to this Section 19.B.

B. Containerized Residential Solid Waste Collection Services: The initial Containerized Residential Collection Service provided by this Agreement shall be as set forth in this Section 4.B and shall continue until such time as the Contract is terminated.

- 1. Conditions and Frequency of Service:** The Contractor shall provide Containerized Residential Solid Waste Collection Service to all Dwelling Units in the Service Area that are suitable to receive such service and request such service. A minimum of once per week service

is required of all customers, or such other minimum frequency as provided by law. Normal Collection service, not including Bulk Trash collection, shall be twice per week. However, the customer may elect to receive once a week service during off-Peak Times of the year and up to three times per week Collection service during Peak Times, as required, at no additional cost to the customer as long as the average is two times per week on an annual basis. The size and location of the Container and frequency of collection (more than the minimum of once per week) shall be determined by the Contractor and the residential complex in accordance with this Agreement. However, size and frequency shall be sufficient to provide that no Residential Solid Waste need be placed outside the Container. Storage capacity shall be suitable for the amount of waste generated by the customer. In the case of an unresolved dispute, the Contract Administrator shall resolve such issue. The Contractor shall be paid the appropriate containerized unit collection rate in accordance with Exhibit B. Any service requested by the residential complex above three times per week or greater than the two times per week annual average, with the exception of Bulk Trash collection, shall be paid in accordance with the "commercial solid waste collection" rates in Exhibit B.

The frequency of collection of Bulk Trash outside the container shall be no less than once per week unless otherwise agreed to by the customer and approved by the Contract Administrator. A community may request a roll-off container for bulk waste collected one (1) time per week in accordance with the maintenance fees set forth in Exhibit B. Any disputes as to the frequency of Bulk Trash collection shall be resolved by the Contract Administrator, whose determination shall be final. In the event Bulk Trash contains Chlorofluorocarbons, (CFC's), the Contractor shall collect the Bulk Trash item separately, in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFC's into the atmosphere, to the Authority landfill, the Belle Glade transfer station or to a scrap dealer located in Palm Beach County. There shall be no weight limit for any Bulk Trash item.

2. **Method of Collecting:** Collection shall occur on a regular basis with a frequency of pick-up as provided herein. Such service shall be provided by mechanical Container as defined herein. However, where a customer generates less than two (2) cubic yards per week of waste, alternate non-mechanical containers (e.g., Carts) may be utilized.

The Contractor shall provide Containers and charge the customer the approved monthly container maintenance fees as necessary. Commercial Container monthly maintenance fees, terms, and provisions contained in the Agreement shall also apply to Containers utilized for residential service. Customers may own their Container(s) provided that the customer is completely responsible for its proper maintenance. Such Containers shall be of a type that can be serviced by the Contractor's equipment.

The Contractor shall collect all Residential Solid Waste placed in a Container or alternate Carts, and shall not be required to collect Residential Solid Waste that is not so placed. The Contractor has a reliable expectation that Vegetative Waste will not be commingled with Garbage. Where Carts are used, they shall be placed at an accessible location or at such other single collection point as may be agreed upon between the Contractor and the customer. All Containers or Compactors shall be kept in a safe, accessible location agreed upon between the Contractor and the customer.

All Containers and Compactors provided by the Contractor shall be in good condition. In the event a Compactor, which is provided by a source other than the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case by case basis, within 24 hours of notification, sufficient to provide uninterrupted service to the customer until the Compactor is repaired or replaced. Contractor may charge the customer for any Container maintenance in accordance with the rates set forth in Exhibit B. In the event a Compactor, which is provided by the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case by case basis, within 24 hours of notification sufficient to provide uninterrupted services until Compactor is repaired or replaced at no charge to the customer. The Contractor shall have a regularly scheduled replacement program for all Containers to ensure Containers are in good condition.

3. **Service Interruption:** The Contractor may not stop service to a residential containerized customer for non-payment of fees for Container monthly maintenance or special services without notification by certified letter to the Contract Administrator or his designee and the customer at which time the Contract Administrator shall have five (5) Business Days following receipt of such notice to investigate and respond.

C. Commercial Solid Waste Collection Service: The Contractor shall collect and dispose of all Commercial Solid Waste in the Service Area. Such Commercial Collection Service shall be governed by the following material terms:

1. **Conditions and Frequency of Service:** A minimum of once-a-week service is required of all commercial customers or such other minimum frequency as provided by law. However, customers utilizing a roll-off Compactor Container shall have the ability to receive service on an on-call basis provided the roll-off Compactor is free from leaks or spillage. Permanent roll-off and Compactor Containers must be collected within 24 hours of customer request. There shall be no odor at any time emanating from the roll-off Compactor, or vermin in the immediate area. If complaints are received, or an inspection conducted by the Authority proves the roll-off Compactor violates any of the above criteria, the Contract Administrator will determine the frequency of service. The size of the Container and the frequency of collection shall be determined between the customer and the Contractor. However size and frequency shall be sufficient to provide that no Commercial Solid Waste need be placed outside the Container. Storage capacity shall be suitable for the amount of waste generated by the customer.
2. **Method of Collecting:** Service shall be provided by mechanical Container as defined herein. However, where a customer generates less than one (1) cubic yard per week of waste, Carts may be utilized. Commercial small waste generators who generate less than one (1) cubic yard per week may purchase up to two (2) Carts, and shall be charged the monthly rate and Cart maintenance fee, as set out in Exhibit B.

The Contractor shall provide Containers as necessary however, customers may own their Container provided that the customer is completely responsible for its proper maintenance. Such customer provided Containers shall be of a type that can be serviced by the Contractor's equipment. All Commercial Solid Waste shall be placed in a Container,

Compactor or Cart. Vegetative Waste shall not be commingled with Garbage. All Carts, Containers or Compactors shall be kept in a safe, accessible location agreed upon between the Contractor and the customer.

Compactors may be obtained by customers from any source provided that such Compactor must be of a type that can be serviced by the Contractor's equipment and the customer shall be completely responsible for its proper maintenance. Compactor frequency of collection shall be sufficient to contain the waste without spillage.

All Carts, Containers and Compactors provided by the Contractor shall be in good condition, painted and neatly labeled with the Contractor's name, phone number and size of Container and any other labeling as may be required by Authority rule. In the event a Compactor, which is provided by a source other than the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case by case basis, within 24 hours of notification sufficient to provide uninterrupted service to the customer until the Compactor is repaired or replaced. The Contractor may charge the customer in accordance with the rates set forth in Exhibit B.

In the event a Compactor, which is provided by the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case by case basis, within 24 hours of notification sufficient to provide uninterrupted service until the Compactor is repaired or replaced. The Contractor may charge the customer for collection and disposal only in accordance with rates set forth in Exhibit B.

3. Level, Type and Disclosure of Rates for Commercial Collection and Other Services:

- a. Commercial Collection Service:** The Contractor shall only charge rates as set out in Exhibit B or as otherwise allowed by this Agreement. The Contractor may not bill the customer more than thirty (30) days in advance unless otherwise requested by the customer. The customer shall subscribe to a level of service sufficient to meet the needs of the customer in a sanitary and efficient manner. However, upon failure of the parties to reach such an agreement on level of service, the Contract Administrator or his designee shall establish the level and type of service to be provided including the location, size of the Container and number of pick-ups per week and the "TOTAL RATE" to be charged within the approved rate limits contained in Exhibit B. The Contractor will be responsible for the billing and collection of Commercial Solid Waste Collection Services, disposal tipping fees, Special Service(s) fees and Container monthly maintenance charges except as otherwise provided in this Agreement.
- b. Disclosure:** By October 1st of each year of this Agreement, the Contractor shall provide the customer an annual disclosure statement which may be placed either directly on the billing statement generated by the Contractor's billing system or on a separate cover letter included with the billing statement, and provide a Level of Service form as provided in Exhibit B. Contractor shall send a residential containerized and commercial customer list to the Authority as well as a master copy of the disclosure statement which includes the following language:

"REGULATION BY THE SOLID WASTE AUTHORITY"

The terms and conditions of this Commercial Solid Waste and Recycling Collection Services Agreement are regulated by a franchise granted by the Solid Waste Authority of Palm Beach County. Should the customer have any questions relating to the terms and conditions of this Agreement, the customer may call the Contract Administrator at 1-866-792-4636.

"COMMERCIAL COLLECTION CONTAINERS"

The commercial collection container shall be of a type that can be serviced by the Contractor's collection equipment. The customer may either purchase the commercial collection Container from any source or rent such Container from the Contractor at the container monthly maintenance fee as approved by the Authority. If the customer chooses to use a Compactor, the customer may rent, lease or own the Compactor from any source, provided that the Compactor can be serviced by the Contractor's collection equipment. Commercial collection Containers and Compactors shall be maintained in a serviceable, safe, and sanitary condition by the owner of the Container or Compactor. However, damage caused by the Contractor to a customer owned Container or Compactor shall be repaired at no cost to the customer or the Authority.

"SPECIAL SERVICES"

If the customer requests, the Contractor is required to provide special services for collection of solid waste such as rolling Containers out of storage areas, opening doors or gates for access, or other such special services. However, such special services may be provided by the customer, through its own or other personnel. If the Contractor provides special services, such charge must be separately stated under the "RATES FOR SERVICES" disclosure statement. The maximum for these special service rates are fixed by the Solid Waste Authority. A copy of these rates can be obtained from the Contractor or Contract Administrator.

"RATES FOR SERVICES"

The statement shall incorporate or have attached a rate schedule which specifies the Collection Rate based on size of Container and frequency of service; TYPE indicating whether the Container is for Solid Waste or Recovered Materials, DISPOSAL based on a cost per cubic yard; CONTAINER MAINTENANCE expressed in a monthly flat rate based on the size of the Container; and the cost per month for each SPECIAL SERVICE REQUIRED BY THE CUSTOMER. The notification shall specify the size of Container and frequency of collection of each Container for each business, distinguishing between solid waste and recycling collection service. The notification shall specify in which Service Area the business is located. The notification shall itemize each cost individually. A sample notification shall be approved by the Contract Administrator or his designee before distribution to the customer.

- D. Method of Payment:** The Authority or its designee will be responsible for the billing and collection of payments for Residential Solid Waste Collection Service, including curbside Cart maintenance fee in accordance with Exhibit B. The Contractor shall be responsible for billing and collection of payments for Commercial Solid Waste Collection Service at rates not to exceed those initially set out in Exhibit B as adjusted in subsequent years in accordance with Section 6 and Exhibit C. Contractor shall also be responsible for billing and collection of payments for Special Services related to Residential Solid Waste Collection Service.
- E. Hours of Collection:** Curbside Residential Solid Waste Collection Service shall be provided between the hours of 6:00 a.m. and 5:00 p.m. Monday through Saturday, except as otherwise provided for following a holiday as detailed in Section 4.A.1. Dwelling Units receiving Containerized Residential Solid Waste Collection Service and non-residential collection sites located within 150 yards of residential uses shall only be collected between the hours of 7:00a.m. and 5:00p.m. Monday through Saturday. Other non-residential locations may be collected at any time. The hours of collection may be extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.
- F. Routes and Schedules:** The Contractor shall provide the Contract Administrator, in a format acceptable to the Contract Administrator, the schedules for all Collection routes and keep such information current at all times.

The Contract Administrator or designee shall review requested day or starting point change(s) to routes and approve or deny the request(s) within 10 Business Days. The Contract Administrator's decision shall be final. In the event a requested route or schedule change is approved by the Contract Administrator, the Contractor shall notify the customer(s) affected in writing or other manner approved by the Contract Administrator not less than two (2) weeks prior to the change, at no cost to the Authority. Notification of day or starting point changes to routes for Curbside Residential customers shall be by door hanger, unless otherwise approved by the Contract Administrator, and distributed by the Contractor at no cost to the Authority and the customer. Notification to Curbside customers shall be done twice - once two (2) weeks prior to the change and once one (1) week prior to the change. The Contractor shall provide a draft copy of the route change notification to the Contract Administrator for review and approval not less than three (3) weeks prior to printing and distribution.

5. RECYCLING COLLECTION SERVICE:

The Contractor shall provide Residential and Commercial Recycling Collection Service in the Service Area, as provided within the Agreement. The Authority or its designee shall be responsible for the billing and collection of payments for Residential Recycling Collection Services. The Contractor shall be responsible for billing and collection of Commercial Recycling Collection Service cost not being billed and collected by the Authority or its designee. Unless otherwise provided for in this Agreement, all Recovered Materials collected by the Contractor in the Service Area(s) must be collected in the manner and for the rates and fees provided herein, and delivered to the Authority's Recovered Materials Processing Facility or an Authority transfer station, or other facility designated in writing by the Contract Administrator. Notwithstanding the foregoing, the Contractor shall retain the right to continue to provide Commercial Recycling Collection Service to contractor's existing Commercial Recycling Collection Service customers in the Service Area, including the delivery of said materials to

facilities not designated by the Authority, under agreements effective and in place as of the date of award of the franchise governed by this Agreement for the term of said agreements. Unless specifically provided to the contrary herein, Contractor shall not compete with the Authority for Recovered Materials within the Franchise area. Recovered Materials collected by the Contractor in the Service Area(s) pursuant to this Agreement may not be delivered to any facility other than those specified herein unless authorized by the Contract Administrator, in writing. In addition to the provisions and prohibitions provided for herein, Contractor is required to comply with all Federal, State and local laws, regulations and rules, including rules of the Authority, and is subject to the penalties provided for therein. To the extent that the requirements, prohibitions and penalties provided for in this Agreement are more stringent than those in Federal, State and local laws, regulations and rules, including rules of the Authority, this Agreement prevails. Contractor shall, upon request of the Authority, provide Authority with a list of all Commercial Recycling Collection Service customers in the Service Area as of the effective date of this Agreement, which list shall include the expiration date for each such customer.

A. Curbside Residential Recycling Collection Services will be governed by the following terms and conditions:

1. **Conditions and Frequency of Service:** The Contractor shall provide Curbside Residential Recycling Collection Services to all Dwelling Units receiving Curbside Residential Solid Waste Collection Service located in the designated Service Area and to other such Dwelling Units as determined appropriate by the Contract Administrator. This service shall be provided once every week on a scheduled route basis which shall coincide with the regularly scheduled solid waste collection pick-up days.

Recovered Materials shall not be commingled with other Residential Solid Waste. Contractor's collection personnel shall not knowingly collect Recovered Materials and place in a solid waste collection vehicle or Cart. Commingling of Solid Waste with Recovered Materials shall be subject to assessments as set forth in this Agreement. Recovered Materials set out for collection by Customers must be collected in a vehicle designated solely for the purpose of collecting Recovered Materials. Said vehicle shall contain signage designating the vehicle as such and include the Authority's toll-free new bin telephone number.

2. **Accessibility for and Manner of Curbside Recycling Collection:** Contractor shall collect all Recovered Materials placed in a Recycling Container or paper bag and additionally cardboard and/or paper bags, which may be placed beside the container, when any edge of said Recovered Materials is placed within six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Contractor that will provide safe and efficient access for the Contractor's collection crew and vehicle. The Contractor must collect as many Recycling Containers, paper bags, bundles, or cardboard, as the customer sets out. Cardboard and/or paper bags shall be collected if placed next to, or inside, the Recycling Container(s). Where the resident is physically unable to deliver Recovered Materials to curbside and this is certified by the Contract Administrator, or the Dwelling Unit is located in such a manner as to prevent access to the Contractor's crew or vehicle, an alternative location may be arranged between the customer and the Contractor at no extra cost to the customer. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location for pick-up, and such designation shall be final.

3. **Recycling Containers:** The Contractor shall ensure distribution of Recycling Containers as supplied by the Authority to each unit that is to receive Curbside Residential Recycling Collection Service in the Service Area. The title to these Recycling Containers shall be vested with the Authority. However, customers may use their own additional Recycling Containers or paper bags as long as they are similar and suitable for the service.

B. Containerized Residential Recycling Collection Services will be governed by the following terms and conditions:

1. **Conditions and Frequency of Service:** The Contractor shall provide Containerized Residential Recycling Service to Dwelling Units as are designated by the Authority that are located in the Service Area. Containerized Residential Recycling Service shall be provided at least once every week on a scheduled route basis as set out in paragraph 2 below, and up to twice a week as necessary during Peak Times of the year.
2. **Accessibility and Schedule for Containerized Residential Recycling Collection:** All Recovered Materials, with the exception of cardboard, are to be collected in a Recycling Container or Container designated for Recovered Materials which shall be located in such location and shall be collected on a schedule as mutually agreed to by the owner or governing association (of the multiple unit residential complex or development being serviced) and the Contractor that will provide safe and efficient access for the Contractor's collection crew and vehicle. Cardboard shall be collected if placed next to, or inside, the Recycling Container or Container. If there is a large amount of cardboard placed outside of the Container (i.e., in the case of a 101 gallon Container), an alternate, larger Container shall be provided, upon agreement by the customer and the Authority. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location for pick-up, and such designation shall be final.

C. Commercial Recycling Collection Services: The Contractor shall provide Commercial Recycling Collection Services on behalf of the Authority for any business in the Service Area where the Authority has arranged, negotiated or contracted for such service, and Contractor shall have the right to solicit Commercial Recycling Collection Service agreements with any business in the Service Area upon terms and conditions consistent with this Agreement.

1. **Conditions and Frequency of Service:** The Contractor shall provide Commercial Recycling Collection Services to all businesses or commercial entities located in the designated Service Area resulting from its own solicitation, by request of the customer, or where a contract meeting the terms and conditions of this Agreement is arranged by the Contract Administrator or his designee. The size and frequency of service of the Container designated for Recovered Materials shall be determined by a waste audit and agreed to by the customer and the Contractor. However, size and frequency shall be sufficient to provide that no Recovered Materials need be placed outside the Container. Storage capacity shall be suitable for the amount of Recovered Materials generated by the customer. The Contractor shall provide Containers as necessary however, customers may own their Container provided that the customer is completely responsible for its proper maintenance. Such Containers shall be of a type that can be serviced by the Contractor's equipment.

Compactors may be obtained by customers from any source provided that such Compactor be of a type that can be serviced by the Contractor's equipment and the customer shall be completely responsible for its proper maintenance. Compactor frequency of collection shall be sufficient to contain the Recovered Material without spillage. All Commercial Recovered Materials shall be placed in a Container, Compactor or other acceptable Recycling Container. All Containers and Compactors provided by the Contractor shall be in good condition, painted and neatly labeled with the Contractor's name, phone number and size of Container. All Containers and Compactors provided by the Contractor shall be clearly labeled to indicate they hold Recovered Materials only.

Recovered Materials shall not be commingled with other solid waste. Contractor's collection personnel shall not knowingly collect Recovered Materials and place them in a Solid Waste collection vehicle. Commingling of Recovered Materials with Solid Waste shall subject the Contractor to assessments as set forth in this Agreement. Recovered Materials set out for collection by customers must be collected in a vehicle designated solely for the purpose of collecting Recovered Materials and shall be delivered to a facility designated by the Authority. Said vehicle shall contain signage designating vehicle as such and include the Authority's toll-free new bin telephone number (1-866-639-2467).

Where Recycling Containers are used, they shall be placed at an accessible location or at such other single collection point as may be agreed upon between the Contractor and the customer. All Containers shall be kept in a safe, accessible location agreed upon between the Contractor and the customer.

- 2. Level, Type and Disclosure of Rates for Commercial Recycling Collection and Other Services:** The customer shall subscribe to a level of service sufficient to meet the needs of the customer in a sanitary and efficient manner. However, upon failure of the parties to reach such an agreement, the Contract Administrator, or his designee, at the election of the customer and Contractor may establish the level and type of service to be provided including the location, size of the Container and number of pick-ups per week and the "TOTAL RATE" to be charged within the approved rate limits contained in Exhibit B. The Contractor will be responsible for the billing and collection of Commercial Recycling Collection charges except as otherwise provided in this Agreement.
- 3. Ownership:** Notwithstanding any other provision of this Agreement, a commercial generator of Recovered Materials retains ownership of those materials until he or she donates, sells, or contracts for the donation or sale of those materials to another person or entity. Nothing in this Agreement shall prevent a Recovered Materials dealer or other person or entity properly registered to engage in the Recovered Materials business in Palm Beach County, whether for profit or nonprofit, from accepting and transporting commercially generated, Source Separated Recovered Materials from such commercial generator, provided however, that such activities are subject to applicable State and local laws, regulations and rules, including rules of the Authority, and provided that the transporter reports such information to the Authority in accordance with applicable State and local laws and rules, including rules of the Authority.

- D. Authority Public Drop-off Recycling Collection Services:** The Contractor shall provide Public Drop-off Recycling Collection Services to all Authority Public Drop-off Locations within the unincorporated and municipal areas of the Service Area at the approved Commercial Recycling Collection Service collection rate set out in Exhibit B as may be adjusted in accordance with Section 6 and Exhibit C. The Authority will provide the containers. The frequency of collection shall be sufficient to provide that no Recovered Materials need be placed outside the Container and shall be determined by the Authority. The Contract Administrator or his designee will establish the number of Containers to be collected and frequency of collection as defined in Exhibit F. The Authority has the right to add or remove up to five (5) containers annually and/or increase or decrease service as deemed necessary.

The Contractor shall provide the Contract Administrator, in a format acceptable to the Contract Administrator, the schedules for all Collection routes and keep such information current at all times. Public Drop-off Commercial Recycling Container collection sites located within 150 yards of residential uses shall only be collected between the hours of 7:00 a.m. and 5:00 p.m. Monday through Saturday.

The Contractor shall bring Recovered Materials collected from the Public Drop-off locations to the Authority owned Recovered Materials Processing Facility or an Authority transfer station.

Authority owned Public Drop-off Recycling Collection Containers damaged by the Contractor shall be replaced at no charge to the Authority within three (3) Business Days.

- E. Method of Payment:** The Authority or its designee will be responsible for the billing and collection of payments for Residential Recycling Collection Service.

The Contractor shall be responsible for billing and collection of payments for Commercial Recycling Collection Service, not to exceed the rates as set out in Exhibit B. The rate set out in Exhibit B shall be adjusted in subsequent years in accordance with Section 6 and the Payment Adjustment Schedule (Exhibit C). The Authority shall provide recycling Containers for commercial customers utilizing a 95 or 101 gallon Container(s) at no charge to the Contractor or customer. The Contractor may be asked to bill the Authority or the customer for all or a part of the Containers used by the customer for Commercial Recycling Collection Service, at the rate set out in Exhibit B, as determined by the Contract Administrator.

- F. Hours of Collection:** Curbside Residential Recycling Collection Service shall be conducted between the hours of 6:00 a.m. and 5:00 p.m., Monday through Saturday, except as otherwise specified in Section 4.A.1. Dwelling Units receiving Containerized Residential Recycling Collection Service and non-residential collection sites located within 150 yards of residential uses shall only be collected between the hours of 7:00 a.m. and 5:00 p.m., Monday through Saturday. Other non-residential locations may be collected at any time. The hours of collection may be extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.

- G. Routes and Schedules:** Route and schedule changes shall be handled as specified in Section 4, Paragraph F.

H. Replacement of Recycling Containers for Residential Dwelling Units:

1. The Contractor will replace at its expense any Container or Recycling Container damaged through the fault or negligence of the Contractor or its personnel (including agents, employees or subcontractors) in accordance with Section 10, and report all such replacements to the Authority. Such replacement Recycling Containers or Containers designated for Recycling for Residential Dwelling Units will be provided by the Authority with the cost for replacement containers deducted from the Contractor's monthly fees.
2. The Authority, at its expense, will supply to the Contractor, for distribution to the customer, replacement Recycling Containers or Containers which were originally provided by the Authority and lost or damaged by the occupant of a Dwelling Unit, and the Contractor shall report all such replacements to the Authority.
3. The Contractor shall promptly deliver Recycling Containers or Containers as requested by the Authority on behalf of the residential customers for the purpose of excess Recovered Materials or for new residential customers.

- I. Contaminated Recovered Materials:** In the event the curbside customer places Solid Waste in the Recycling Container(s) or Container(s), the Contractor must place a contamination sticker on the Recycling Container(s) or Container(s) advising the customer of the reason for non-collection. Contamination stickers will be provided to the Contractor by the Authority. In the event the curbside customer places fiber and commingle material mixed together in either container, Contractor may leave the material but must place a contamination sticker on the container(s) advising the customer of the reason for non-collection.

In the event the Contractor is unaware that a load of Recovered Materials collected pursuant to Residential Containerized Recycling Collection or Commercial Recycling Collection is commingled with Solid Waste, and the Contractor is charged a disposal fee by the Authority, the Contractor is authorized to make an effort to identify the customer responsible for the contamination and charge the customer the applicable disposal charges based on the size of the container serviced for that customer.

- J. Recovered Materials Processing Facility:** The Contractor shall deliver all Recovered Materials collected pursuant to this Agreement from the Service Area to the Solid Waste Authority RMPF, or a SWA transfer station or other facility designated, in writing, by the Contract Administrator.
- K. Change in Scope of Recycling Collection Service:** From time to time, at the sole option of the Authority, it may be necessary to modify the scope of Recovered Materials that will be included in Recycling Collection Service. Should this occur, the Authority and the Contractor agree to enter into good faith negotiations to amend this Agreement to reflect the impact of any such modification.

6. CHARGES, RATES AND LEVEL OF SERVICES:

- A. Solid Waste and Recycling Collection Rate Adjustments:** For all Collection services with the exception of those specifically excluded, the charges shall be initially based on the rates established in Exhibit B, and as subsequently adjusted pursuant to this Agreement. For all cost components other than fuel, the Contractor shall receive an annual adjustment in the Residential Solid Waste Collection Service, Residential Recycling Collection Service, Commercial Recycling Collection Service, and Commercial Solid Waste Collection Service and Residential Recycling Collection Service rates. At the end of the first year of this Agreement, and each year thereafter, the adjustment shall be made as set out in Exhibit C.

Additionally, for Residential Solid Waste Collection Service, Residential Recycling Collection Service, Commercial Recycling Collection Service and Commercial Solid Waste Collection Service the Contractor shall receive a biannual fuel price adjustment for the fuel cost component as set out in Exhibit C.

No change in rates except for the Payment Schedule adjustment as provided by this Agreement shall be made without the approval of the Authority Board. Annual rate adjustments shall be effective the following October 1, unless otherwise mutually determined by the Authority and the Contractor.

B. Billing, Collection, and Payments:

1. The Authority will be responsible for the billing and collection of payments for those units included in the Authority's mandatory Residential Solid Waste Collection Services and the Residential Recycling Collection Services programs. The Authority shall make monthly payments in arrears to the Contractor for the Residential Solid Waste Collection Service and Residential Recycling Collection Services provided pursuant to this Contract. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the Authority collects from customers for such service. Payments from the Authority to the Contractor will be due and paid no later than the tenth day of the month following the month during which services were rendered.

On or before October 1, and before commencement of work by the Contractor under the terms of this Agreement, the Authority shall provide to the Contractor the estimated total number of units to be serviced. By November 1 of each Fiscal Year, the Authority shall provide to the Contractor a copy of the annual assessment roll providing a detailed listing of all the units to receive these services. Thereafter and for the duration of this Agreement, the Authority shall promptly notify the Contractor of new residential units to be served and/or deleted and payments will be adjusted accordingly. New Dwelling Units which are added for service during the Authority's Fiscal Year will be added to the customer service list and payment will be paid by the Authority to the Contractor in the Contractor's monthly payment. Payment will be prorated based upon the day of Certificate of Occupancy and verification of the beginning of actual service, whichever is later. The payments from the Authority to the Contractor for units added by Certificate of Occupancy are paid no later than the tenth day of the month, two months following the month during which the Dwelling Unit is provided a

Certificate of Occupancy. After the first year of the Agreement, the Dwelling Unit becomes part of the total number of the subsequent year's total number of units, provided annually to the Contractor on or before October 1.

2. In the event the Contractor provides service to Dwelling Units whose parcel was not included on the annual assessment roll provided by the Authority, the Contractor must provide a written list of such Dwelling Units to the Contract Administrator within 90 days receipt of the assessment roll. Upon receipt of such written list by the Authority, the Contract Administrator will verify the customer address and that service to the unit is proper within 30 days, and if proper, shall remit monthly payments to the Contractor for such service effective as of October 1 of that Fiscal Year or the date service began, whichever is later. If the Authority has not received notification within 90 days by the Contractor, no adjustments to payment will be made until the next Fiscal Year annual roll is certified for the same units. However, the Authority reserves the right to correct any errors of omission or commission per the laws and rules that govern the Authority. In the event the Authority pays the Contractor for a residential unit in error for whatever reason, the Contractor shall notify the Contract Administrator. Upon determination of any overpayment, the Contract Administrator will verify the error and make appropriate adjustment to the Contractor's payment to correct the error.

- C. Solid Waste Disposal Costs:** Collection service costs and Solid Waste disposal costs shall be treated separately for the Solid Waste Collection services being provided pursuant to this Contract. Residential and commercial Solid Waste disposal costs shall be separated from residential and commercial collection service costs as shown in Exhibit B. Residential disposal costs will be part of the special assessment billed by the Authority except as otherwise provided in this Agreement. The Contractor will be given a disposal credit for each residential unit as calculated in Exhibit B. The non-assessed portion of the commercial disposal costs will be part of the service charge billed by the Contractor. The Contractor shall pay the Authority for all Solid Waste disposal costs incurred for disposing of all Solid Waste at the Authority's Disposal Facilities except for the portion of disposal costs which have been separately credited by the Authority.
- D. Extraordinary Rate Adjustment:** The Contractor may petition the Authority at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not reasonably be foreseen by a prudent operator. The Contractor's request shall contain substantial proof and justification, as determined by the Contract Administrator, to support the need for the rate adjustment. The Authority may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The Authority Board, in its sole discretion, may approve or deny the request, in whole or in part, within 120 days of receipt of the request and all other additional information required by the Authority.
- E. Franchise Fee:** To compensate the Authority for the cost of administration, supervision and inspection rendered for the effective performance of this Agreement, as well as other costs related to Collection, the Contractor shall pay to the Authority a fee of three percent (3%) of all gross revenues charged for services or operations conducted in the Service Area in accordance with Exhibit E. Solid Waste disposal costs paid by the Contractor to the Authority under this

Agreement shall be deducted from the gross revenue total prior to calculation of the franchise fee due to the Authority. Franchise fees shall be payable within forty-five (45) days of the last day of each calendar quarter. A late charge of 1.5% of the monies due for the Franchise fee shall be calculated monthly until payment is received. Misrepresentation of revenues by Contractor shall result in the following: 1) Contractor must pay the Authority the calculated difference determined from the misrepresentation within five (5) Business Days; 2) Contractor must pay an additional 20% assessment based on the misrepresented amount; 3) Contractor shall submit a Certified Financial Statement on a quarterly basis for the remainder of the Agreement. Such Certified Financial Statement must include the opinion of a Florida Certified Public Accountant who has conducted an audit of the Contractor's books and records in accordance with generally accepted auditing standards which include tests and other procedures necessary, that the Financial Statements are fairly presented, in all material respects, in conformity with generally accepted accounting practices.

F. Exclusive Franchise: Authority agrees to assist the Contractor in taking timely action against any entity violating, and/or in defense of, the Contractor's exclusive franchise rights granted under this Agreement.

7. **HOLIDAYS:** The Contractor shall not be required to perform Collection on Thanksgiving Day and Christmas Day. Residential Solid Waste, Recovered Material and Vegetative Waste not collected from curbside service customers on Thanksgiving Day and Christmas Day shall be collected on the next scheduled service day. Residential Solid Waste and residential Recovered Material not collected from container service customers shall be collected on the next Business Day. The Contractor shall not be required to maintain office hours on Thanksgiving Day and Christmas Day. However, on all holidays except Thanksgiving Day and Christmas Day, the Contractor shall provide collection of Commercial Solid Waste, Commercial Recovered Material, Residential Solid Waste, Vegetative Waste and Residential Recovered Material and provide for operations personnel to accept calls from the Authority and the Contractor's customers.
8. **SPECIAL SERVICES:** Rates charged for Special Services may not exceed the special service rates as listed in Exhibit B. In the event the requested special service is not included within Exhibit B, the Contractor may negotiate with the customer for the rate. Upon failure of the parties to reach an agreement on the rate, the Contract Administrator shall establish the rate. The Contractor shall be responsible for billing and collection of payment for all Special Services.
9. **PUBLIC AWARENESS PROGRAM:** The Contractor shall assist the Authority with the Public Awareness Program by distributing door hangers, stickers, flyers or other medium to residential and commercial customers as requested by the Authority. Additionally it is the Contractor's responsibility to provide information about those customers who repeatedly do not prepare or set out their Recovered Material or solid waste as specified within this Contract to the Authority.

The Commercial Recycling customer will also be notified, by the Authority through the Contractor, about special commercial recycling events, workshops, educational forums and symposiums and other activities, as needed.

10. **TREATMENT OF CONTAINERS:** The Contractor shall collect Residential Solid Waste, Vegetative Waste and Recovered Materials and Commercial Solid Waste and Recovered Materials with as little disturbance as possible and shall leave any receptacle at the same point it was collected. Unless

otherwise specified in this Agreement, any Cart, Vegetative Container, Container, Compactor or Recycling Container requiring repair, replacement or delivery for whatever reason shall be repaired and/or replaced or delivered within five (5) Business Days of the request of the customer or the Authority. Unless otherwise specified in the Agreement, any Cart, Vegetative Container, Container, Compactor or Recycling Container damaged by the Contractor or reported in poor condition by the customer or the Authority shall be repaired or replaced at the Contractor's expense. Unless otherwise specified in the Agreement, for Recycling Containers provided to the Contractor by the Authority, the cost of Recycling Containers provided to replace those damaged by the Contractor or reported in poor condition by the customer or the Authority shall be deducted from the Contractor's monthly fees. The Contractor shall neatly re-place the Cart, Container, Recycling Container and Vegetative Container to the point of collection.

11. PERSONNEL OF THE CONTRACTOR:

- A. The Contractor shall assign a qualified person or persons to be in charge of the operations within the service area and shall give the name(s), office and cellular telephone numbers and, if applicable, email address of the person(s) to the Contract Administrator.
- B. Supervisory personnel must be present to direct operations on all routes in a safe and satisfactory manner. All supervisory personnel shall operate a non-collection vehicle that is clearly marked with Contractor's name and office telephone number.
- C. Contractor shall provide personnel sufficient to complete all routes. Supervisory personnel may temporarily operate collection vehicles in an emergency situation.
- D. The Contractor shall keep all contact information provided to the Authority current at all times.
- E. The Contractor's collection employees shall wear a uniform or shirt bearing the company's name during operations.
- F. The Contractor's name and office telephone number shall be properly displayed on all Solid Waste and Recycling Collection Vehicles and Containers provided by the Contractor. All vehicles utilized for the collection of Recovered Materials shall be clearly identified for that purpose.
- G. The Contractor shall provide operating and safety training for all personnel.
- H. The Contractor's employees shall treat all customers in a polite and courteous manner.
- I. The Contractor shall provide emergency contact name(s), office, home and cellular telephone numbers and email address for all key personnel.
- J. In the event of a dispute between customer and Contractor, key personnel of the Contractor shall be available to meet with Contract Administrator or his designee as requested by the Authority.
- K. Any employee of the Contractor who removes or diverts Solid Waste or Recovered Materials from the Authority's system without authorization shall be prohibited from providing Solid Waste or Recovered Materials Collection services under this Agreement.

12. **SPILLAGE:** The Contractor shall not litter or cause any spillage to occur upon the premises, roadway or the right-of-way wherein the collection shall occur. During hauling, all Solid Waste, Vegetative Waste and Recovered Materials shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage or leakage, including but not limited to, hydraulic and other fluids from the collection vehicle or materials such as paint, by the Contractor, for any reason or source, the Contractor shall clean up all spillage and leakage at no cost to the Authority or the customer within two (2) Business Days unless otherwise specified within this Agreement.
13. **SOLID WASTE AND RECOVERED MATERIALS PROCESSING FACILITIES:** All Residential Solid Waste, Vegetative Waste, and Recovered Material, and all Commercial Solid Waste and Recovered Material collected by the Contractor in the Service Area(s) pursuant to this Agreement shall be hauled to a Designated Facility. For all Service Areas the Contractor is free to use any suitable Designated Facility.

The Contract Administrator may specify in writing facilities not owned by the Authority as Designated Facilities. These facilities are supplemental to the facilities owned by the Authority. The Authority does not guarantee the continued availability of facilities not owned by the Authority. In the event a Designated Facility not owned by the Authority is unavailable, closes, or has its Designated Facility status revoked, Contractor shall use an alternate Designated Facility at no charge to the Authority.

Facilities managed and operated by the Authority, are periodically closed for maintenance an average of 30 Business Days every five (5) years. In the event a Designated Facility is closed, the Contractor shall take the Solid Waste, Vegetative Waste and Recovered Materials to another Designated Facility at no charge to the Authority, except as limited herein.

In the event an Authority owned Designated Facility closes more than 30 Business Days in a five (5) year period, for all routes in any Service Area, Contractor shall receive additional compensation for the additional travel time to an alternate Designated Facility. Contractor's rates shall be increased to 1.08 times the rate set out in Exhibit B, as adjusted by Exhibit C, if applicable, for each Business Day the Authority-owned Designated Facility is closed in excess of thirty (30) Business Days and for each type of waste or Recovered Material for which acceptance is unavailable.

Unless otherwise specified in this Agreement, in the event that a load of Recovered Materials collected pursuant to Curbside Residential Recycling Collection Service or Containerized Residential Recycling Collection Service delivered to the Designated Facility contains more than 10%, by volume of the total load, material which is not Recovered Material or that there is more than 5% fiber products within the commingled Recovered Material or 5% commingled Recovered Material by volume within a load of fiber, the Authority has the right to reject the load and to charge the Contractor the full disposal fee for each ton within the load.

Unless otherwise specified in this Agreement, in the event that a load of Recovered Materials collected pursuant to Commercial Recycling Collection Service delivered to the Designated Facility contains more than 10% by weight or volume of the total load of solid waste, trash or commingle within a load of paper products, the Authority has the right to reject the load and to charge Contractor the full disposal fee for each ton within the load. The Contractor may pass this cost through to a commercial customer in the event that the Contractor can prove that the customer caused the contamination to the

satisfaction of the customer. It is the responsibility of the Contractor to notify the Authority of any customer who has repeatedly contaminated the Recovered Materials.

The Authority currently operates a Dual Stream recycling program for both residential and commercial Recovered Materials. If at any time during the term of this Agreement the Authority begins to accept Single Stream Commercial Recovered Materials, the Authority reserves the right to designate a specific subset of facilities for the receipt and pre-processing of the material. The Authority shall designate at least one facility in each Service Area. In the event the Authority fails to designate at least one facility in a Service Area(s), Contractor's rates for Commercial Recycling Collection for those accounts receiving Single Stream Commercial Recovered Material Collection service shall be increased to 1.08 times the rate set out in Exhibit B, as adjusted by Exhibit C, if applicable, for each Business Day no such designated facility is provided in the Service Area(s).

14. **COLLECTION EQUIPMENT:** The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to safely, adequately and efficiently perform the contractual duties specified in this Agreement. Upon execution of this Agreement and semi-annually thereafter, the Contractor shall provide in a format specified by the Contract Administrator a list of the equipment, both dedicated and reserve, to be used by the Contractor to provide each type of collection service relating to this Agreement. Solid Waste collection equipment shall be of the enclosed loader packer type, or other equipment that meets industry standards and is approved by the Contract Administrator, unless otherwise provided within this Agreement. All Equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. Recovered Materials collection equipment shall be the McNeilus or Heil split body rear loader (one compartment for paper products; one compartment for other Recovered Material), and must be compatible for unloading at the designated RMPF or transfer station. In the event a compacting vehicle is used for the collection of Recovered Materials, compaction pressure may not exceed 50 pounds per square inch for the commingled non-paper Recovered Materials to avoid glass breakage. Equipment utilized for the collection of Recovered Materials shall be clearly identified for that purpose. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. Contractor shall notify the Contract Administrator or his designee by phone within two hours of any equipment breakdown. If the public road or public right-of-way in the Service Area is substandard, as specifically designated by the Contract Administrator, in writing, the Contractor must provide lightweight equipment to service these roads.
15. **VEGETATIVE WASTE:** All Vegetative Waste shall be collected separately from Residential Solid Waste and Recovered Materials. Contractor is not required to collect debris generated by Land Clearing activity which includes, but is not limited to, stumps, tree trunks and logs.
16. **SPECIAL WASTE, HAZARDOUS WASTE, BIOHAZARDOUS OR BIOMEDICAL WASTE AND SLUDGE:** The Contractor shall not be required to collect and dispose of Special Waste.
17. **OFFICE AND EQUIPMENT YARD:** The Contractor shall maintain an office within Palm Beach County where complaints from the Authority and commercial customer inquiries shall be received. It shall be equipped with sufficient telephones, with no less than two phone lines, and shall be open during normal business hours and shall have local customer service and sales representatives sufficient to provide adequate phone coverage and assistance to customers within their own Service Area(s) from 8:00 a.m.

to 5:00 p.m., Monday through Saturday, with the exception of Thanksgiving Day and Christmas Day. The Contractor shall provide a dedicated email address and computer with internet access to receive complaints from the Authority. The contractor must have a fax machine and dedicated fax line to be utilized in the event of a computer system malfunction. The Contractor shall provide an answering machine during non-office hours for customer requests and questions to be responded to during the following Business Day. The Contractor shall provide a contact person for the Authority to reach during all non-office hours. The contact person must have the ability to authorize Contractor operation in the case of Authority direction or situations requiring immediate attention. An equipment yard must be established no later than September 1, 2019. Failure to establish an office and equipment yard may result in loss of franchise. Equipment yard means a real property location that shall be utilized by the Contractor for the storage and keeping of all equipment needed by the Contractor to provide all services under this Agreement.

- 18. COMPLAINTS:** All service complaints shall be directed to the Contract Administrator, or his designee. The complaint will be forwarded to the Contractor by telephone, computer or electronic media not less than twice daily where it shall be recorded on a complaint log by the Contractor. The complaint shall be resolved no later than 12:00 noon the next Business Day after it is received by the Contractor. When the complaint is received on a Saturday or the day preceding Thanksgiving Day and Christmas Day, it shall be resolved by the Contractor no later than 12:00 noon the next business day.

When the Contract Administrator or his designee notifies the Contractor of a complaint, the Contractor shall take the appropriate steps that may be necessary to resolve the complaint by 12:00 noon on the next Business Day after its receipt. If a complaint cannot be resolved by 12:00 noon on the next Business Day following the scheduled Collection day, the Contract Administrator shall be notified in writing of reason for non-resolution of the complaint.

Non-conforming Solid Waste, Recovered Materials and Vegetative Waste not properly tagged by the Contractor shall be collected by the Contractor by 12:00 noon on the next Business Day following the scheduled Collection day. Complaints of sloppy service provided by Contractor, including, but not limited to Solid Waste, Recovered Materials or Vegetative Waste being left in the roadway or Carts and Vegetative Containers not being returned to point of collection on the scheduled Collection day shall be resolved by 5:00 p.m. on the same day.

The Contractor shall investigate and provide the Contract Administrator or his designee with a full written explanation of the disposition of any complaint involving a claim of damage to private or public property as a result of actions of the Contractor's employees, agent, or sub-contractors within 24 hours of receipt. The Contract Administrator will consider all documentation provided and make final determination of party responsibility. If the Contractor fails to provide a written explanation of the disposition of such complaints within 24 hours of receipt, determination of responsibility shall be in favor of the customer and Contractor shall be held liable for all necessary repairs. Any damage shall be repaired within five (5) Business Days, with the exception of mailboxes and Carts, which shall be repaired or replaced within three (3) Business Days. In the case of an unresolved dispute, the Contract Administrator's or his designee's decision shall be final.

19. QUALITY OF PERFORMANCE OF CONTRACTOR: It is the intent of this Agreement to ensure that the Contractor provides high quality services. The following constitute violations of this Agreement that have negative impacts on the Authority and the public, the costs of which are not reasonably quantifiable, and are subject to liquidated damages and potentially loss of Franchise. The parties readily acknowledge that given the nature of the subject matter and performance required under this Agreement, the actual amount of damages, if any, that may be assessed is not able to be determined at the time of execution of this Agreement.

A. Complaints: All complaints received by the Contract Administrator, or his designee, and reported to the Contractor shall be promptly resolved pursuant to the provisions of Section 18 of this Agreement. Complaints shall not include customer informational requests or Recycling Container requests. A complaint not resolved by 12:00 noon on the next Business Day, unless otherwise provided in this Agreement, shall count as two complaints. In the event complaints received from curbside customers exceed the following annual or monthly allowable complaint(s), the Contract Administrator shall impose as liquidated damages the amount of \$200.00 per incident to reimburse the Authority for the cost of receiving, logging, investigating, and following up on the complaint.

Complaint Type	Service Area 2 (Monthly Total)
Garbage, Trash and Damage	45
Recycling	35
Vegetation	155

B. Other Administrative Charges: In addition to the liquidated damages provided for in Subsection 19.A related to customer complaints, the Contract Administrator may, without regard to the percentage of customer complaints, also impose liquidated damages at the rate of \$200.00 per day per incident for any other infraction of this Agreement to reimburse the Authority for the cost of receiving, logging, investigating and following up on the complaint and or failure to perform, and additional costs that cannot be reasonably quantified. Such infractions include but are not limited to:

1. Failure to provide clean, safe, sanitary equipment;
2. Failure to maintain office hours as required;
3. Failure to provide documents and reports in a timely and accurate manner;
4. Failure to repair or replace and/or deliver a Container, Compactor, Recycling Container, Cart, Vegetative Container or mailbox within the required time period;
5. Failure to clean spillage other than the clean-up required by the Palm Beach County Health Department, as provided in Section 19.C.7 below;
6. Failure to cover and or secure materials on collection vehicles;
7. Collection employees out of uniform;
8. Name and phone number, and if applicable, size not displayed on Collection vehicles or Containers;
9. Failure to provide schedule and route maps;
10. Using an improper truck for the specific service provided;
11. Failure to submit a disclosure notice to either a customer or the Contract Administrator;

12. Failure to report recycling activity monthly (on or before the 10th day of the following month), in the format determined by the Authority, for the purpose of tracking and verifying countywide recycling activity;
13. Failure to collect Recovered Materials, Solid Waste or Vegetative Waste on schedule for any customer who has been missed more than three times within a 12 month period;
14. Failure to respond to customer calls, including all residential and commercial customers, in a timely and appropriate manner;
15. Failure to place a contamination sticker in Recycling Containers, as required;
16. Failure to repair damage to property resulting from Contractor's (including agents, employees or subcontractors) equipment failure or negligence within five (5) Business Days;
17. Failure to return calls to the Authority in a timely manner;
18. Failure to provide a supervisor on routes to direct operations in safe and satisfactory manner;
19. Failure to remove Vegetative Waste tagged in accordance with Section 4.A.1 within 72 hours will result in a \$200.00 liquidated damage assessment each day until Vegetative Waste is removed.

C. Major Prohibitions and Liquidated Damages: The following constitute serious violations of this Agreement that have negative impacts on the Authority and the public, the costs of which are not reasonably quantifiable, and are subject to liquidated damages and potentially loss of Franchise. The parties readily acknowledge that given the nature of the subject matter and performance required under this Agreement, the actual amount of damages, if any, that may be assessed is not able to be determined at the time of execution of this Agreement.

1. Mobilization and Preparation: Prior to the commencement of the term of this franchise Agreement, the Contractor shall prepare for the collection services in the Service Area in a responsible manner and, at a minimum, shall adhere to the requirements as set out in Exhibit G. In the event the Contractor fails to meet the deadlines of any one of the tasks outlined in Exhibit G, the Authority has the right to assess and collect liquidated damages in accordance with Section 19.C.1. Failure to meet the deadline of more than two tasks may lead to loss of the exclusive franchise for each Service Area.
2. Failure to meet the requirements in accordance with Section 48 will result in a \$10,000 liquidated damage assessment for each task deadline missed to compensate the Authority for costs, including additional supervision, associated with assisting the Contractor in getting back on schedule.
3. Intentionally commingling Solid Waste, Vegetative Waste and/or Recovered Materials (including commingling recovered fiber with recovered commingle material, or recovered dual stream material with recovered single stream material in the event that the Authority authorizes single stream Commercial Recycling Collection Service) is prohibited and may result in liquidated damages in the amount of \$5,000.00 per incident to reimburse the Authority for the cost of inspecting, sorting, handling and disposing of the contaminated load, and the costs associated with potential injury to employees and workers who are exposed to said contamination, and upon the fifth offense may constitute default of contract and result in loss of Franchise.

4. Changing routes, including the starting point of a route without approval from the Authority or notification to the Authority and the customer is prohibited and will result in liquidated damages of \$2,000.00 per incident to reimburse the Authority for the costs of managing the service disruption, including the cost of receiving, logging, investigating and following up on customer complaints, communicating with the Contractor and coordinating the return to normal service. Additionally, the Contractor shall be required to return to the previous route(s) and schedule and properly notify customers in accordance with the requirements of this Agreement at no cost to the Authority or customer.
5. Billing commercial customers service charges unauthorized by this Agreement, such as special fuel surcharges, handling charges or billing charges, is prohibited and will result in the assessment of liquidated damages in the amount of \$500 per incident to compensate the Authority for the cost of receiving, logging, investigating and following up on customer complaints, communicating with the Contractor and the customer, and coordinating the reimbursement to the customer for all non-approved charges. Contractor shall also be required to reimburse the customer for all non-approved charges paid by the customer.
6. Violating the exclusive Franchise in another contractor's Service Area without approval from the Authority is prohibited and will result in the assessment of liquidated damages of \$5,000.00 per incident to compensate the Authority for managerial, and investigative costs associated with defending and reinstating the exclusive Franchise rights of the Authority's franchisee, in addition to reasonable attorney's fees incurred by the Authority. Additionally, Contractor will be required to pay restitution to the offended contractor in an amount equal to the contractor's lost collection charges at the rate per cubic yard, or pull, whichever is applicable, as of the time of the infraction for every cubic yard, or pull.
7. Failure to clean up spillage of any substance required to be cleaned up by and in accordance with the Palm Beach County Health Department will result in the assessment of liquidated damages in the amount of \$2,500.00 per day, per incident to compensate the Authority for the cost of receiving, logging, investigating and following up on customer complaints, assessing the extent of the damage, and communicating with the Contractor, the Health Department and the customer(s). Additionally, in the event of such failure to clean up spillage, the Authority retains the right to perform or contract for the performance of such clean-up and assess the Contractor for all costs incurred.
8. The Contractor, providing Collection service on behalf of the Authority, excepting as provided for in Section 5, is required to deliver all Commercial and Residential Solid Waste, Vegetative Waste and Recovered Materials collected pursuant to this Agreement to disposal facilities and/or Recovered Materials Processing Facilities, designated by the Authority. Diversion of these materials to any facility not designated by the Authority without the written consent of the Contract Administrator, whether within or outside Palm Beach County, is prohibited and will result in the following assessments:

The first offense will result in the assessment of liquidated damages in the amount of \$100,000.00 to compensate the Authority for the investigative and legal costs and expenses incurred to ascertain and quantify the extent of the violation. Additionally, in the case of Solid Waste, the Contractor shall reimburse the Authority for lost revenue based on the per

ton tipping fee for garbage in effect at the time of the offense for each ton of material diverted, plus reimbursement for lost energy revenues, if any. In the case of Recovered Material, in addition to liquidated damages, the Contractor shall reimburse the Authority for lost net revenue based solely on the then current average commodity value as determined by Authority sales and the then current incremental processing cost paid by the Authority for processing at the Authority-owned Recovered Materials Processing Facility.

The second offense may result in loss of franchise(s) and a ten (10) year ban on the ability to bid on future Solid Waste Authority of Palm Beach County Solid Waste and Recycling Collection Services.

Provided that the Contractor provides timely notification to the Authority, and notwithstanding the above, the parties agree that it is not the intent of this subsection to punish the Contractor, beyond the payment of restitution, for the random, infrequent or inadvertent actions of an employee, acting in a manner other than as directed by the Contractor, that result in the diversion of materials from an Authority approved facility.

The unauthorized diversion of Solid Waste and/or Recovered Materials from the Authority system, in addition to being a violation of this Agreement, is prohibited by Solid Waste Authority Rule 5, regulating Solid Waste Collection and Disposal, and Rule 6, regulating Recovered Materials Collection and Processing. To the extent allowed by law, the imposition of the above liquidated damages is in addition to any fines or penalties that may arise out of any proceeding, criminal or civil, for violations of the Palm Beach County Solid Waste Act (Ch. 2001-331), any Authority rule, or any other Federal, State, or local act, ordinance, resolution or rule.

9. Failure to complete a route or community on the regular scheduled pick-up day shall result in the assessment of liquidated damages in the amount of \$2,000.00 for each route/community per day not completed to reimburse the Authority for the value of services not rendered, costs of managing the service disruption, including the cost of receiving, logging, investigating and following up on customer complaints, communicating with the Contractor and coordinating the return to normal service. Each missed route/community shall be completed by 10:00 a.m. of the next Business Day following regular scheduled collection day. Failure to collect missed routes/communities by 10:00 a.m. the next Business Day as required will result in an additional \$2,000.00 assessment for each route/community not completed.
10. Failure to make a Good Faith Effort to utilize the services of the subcontractors and suppliers listed in the Contractor's Subcontractor/Supplier Utilization Plan in the manner and in the amounts specified therein shall result in the imposition of Liquidated Damages in an amount up to the difference between the dollar amounts specified in the Subcontractor/Supplier Utilization Plan and the amount actually spent.
11. Further, failure to make a Good Faith Effort to achieve the S/M/WBE goal shall be considered by the Authority as a Material Breach of the Agreement, and further, shall constitute a Default of Contract subject to the provisions of Section 29 and shall be cause for debarment in accordance with the Authority's Purchasing Manual, Section 11, paragraphs D or E and

Section 29 of this Agreement. For the purpose of this section, and notwithstanding anything to the contrary in the Purchasing Manual or herein, such action shall only be imposed by the Governing Board of the Solid Waste Authority and only subsequent to a public hearing before the Board during which hearing the Contractor shall have the opportunity to present facts and evidence in its defense.

For the purpose of this Section, the Contract Administrator may deduct any charges from payments due or to become due to the Contractor. In the event the Contractor fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided within this Agreement, the Contract Administrator may arrange for the repairs and assess the Contractor for the cost of the repairs and any applicable administrative charges. The Contract Administrator may assess administrative charges and liquidated damages pursuant to this Section on a monthly basis in connection with this Agreement and shall at the end of each month during the term of this Agreement notify the Contractor in writing of the charges assessed and the basis for each assessment. In the event the Contractor wishes to contest such assessment it shall, within five (5) Business Days after receiving such monthly notice, request in writing an opportunity to be heard by the Authority Board and present its defense to such assessment.

The Authority shall notify the Contractor in writing of any action taken with respect to Contractor's claims and the decision of the Authority Board will be final. Any aggrieved party that wishes to appeal may apply in the Circuit Court of Palm Beach County, Florida, within thirty (30) days of the rendition of such decision in accordance with the applicable Florida Appellate Rules.

D. Filing of Requested Information and Documents:

1. In addition to any other requirements of this Agreement, the Contractor shall be required to file pertinent statistical and aggregate cost information pertaining to residential and commercial Solid Waste and Recovered Materials Collection services that is requested by the Authority. All Solid Waste (including Vegetative Waste) and Recovered Materials tonnage collected by the Contractor in the Service Area during each month, whether residential or commercial, shall be reported accurately to the Authority, in a format and with such dates as specified by the Authority, on or before the 10th day of the following month.
2. The Contractor shall file and keep current with the Authority all documents and reports required by this Agreement. By September 1st of each year this Agreement is in effect, the Contractor shall ensure and certify to the Authority, in a format acceptable to the Contract Administrator, that all required documents are current and on file with the Authority.
3. The Contractor shall provide the Authority on a quarterly basis a list of all commercial customers and containerized residential customers within the Service Area. The list shall include at a minimum the customer name, customer contact person, customer contact telephone number, service address, compactor or container size, level of service and monthly invoice amount.
4. Failure to file any document or report within three (3) Business Days of the required filing date, except where granted an extension by the Contract Administrator, may result in the assessment of liquidated damages as authorized pursuant to this Section 19.B.

20. NATURAL DISASTERS: In the event of a hurricane, tornado, major storm or other natural disaster, the Contractor's sole responsibility shall be to reestablish regular routes and schedules for the collection of Solid Waste, Recovered Materials, and Vegetative Waste as soon after the natural disaster as possible. The collection and disposal of Solid Waste shall be the highest priority. The collection and disposal of debris generated by a natural disaster shall not be the responsibility of the Contractor. However the Authority and the Contractor may mutually agree to execute a temporary agreement under which the Contractor will collect debris generated by a natural disaster. Contractor shall have a reasonable expectation that under a separate agreement or agreements, the Authority will procure collection and disposal services for debris generated by a natural disaster. The Contractor agrees to provide full cooperation with the Authority and the debris collection contractor in the aftermath of a natural disaster in an effort to return the county to its pre-disaster state, and resume normal collection services.

21. FORCE MAJEURE: Neither the Authority nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by a Force Majeure event, give written notice to the other party describing the Force Majeure preventing continued performance of the obligations of this Agreement.

22. PERMITS AND LICENSES: The Contractor shall obtain, at their own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect throughout the Term of this Agreement. Any changes of the licenses or permits shall be reported to the Authority within ten (10) Business Days of the change. Failure to obtain and maintain all permits and licenses, including but not limited to any permit or license which may in the future be required by the Authority to engage in the business of Collection in Palm Beach County, shall constitute an event of default.

23. PERFORMANCE BOND: The Contractor shall furnish to the Authority a performance bond executed by a surety company rated A- VII or higher by A.M. Best & Co., having a successful record of continuous operation, and licensed, admitted and authorized to do business in the State of Florida or a clean irrevocable letter of credit issued by a bank within Palm Beach County to ensure the faithful performance of this Agreement and all obligations arising hereunder in the appropriate amount determined in accordance with Exhibit D, attached. A clean, irrevocable letter of credit or bond, either of which meeting the requirements of this section, may be substituted for the other upon approval by the Authority. The form of this bond or letter of credit, and the Surety Company, shall be acceptable to Authority legal counsel and the Contract Administrator and shall be maintained during the term of this Agreement as provided in Section 1. The bond(s) shall be endorsed to show the Authority as obligee and it shall provide that bond(s) shall not be canceled, limited or non-renewed until after thirty (30) days' notice has been given to the Authority. A current performance bond or letter of credit evidencing required coverage must be in force and on file at the Authority at all times.

24. INSURANCE:

- A. **Worker's Compensation Insurance:** Worker's Compensation coverage must be maintained in accordance with statutory requirements as well as Employer's Liability Coverage in an amount not less than \$100,000.00 per each accident, \$100,000.00 by disease and \$500,000.00 aggregate by disease.
- B. **Liability Insurance:** The Contractor shall, during the term of this Agreement, and any extensions hereof maintain in full force and effect commercial general liability insurance policy and automobile liability insurance policy, which specifically covers all exposures incident to the Contractor's operations under this contract. Such insurance shall be with an insurance company with a current AM Best Rating of A- VII or better, and authorized to do business in the state of Florida and each policy shall be in an amount of not less than \$1,000,000.00 Combined Single Limit for personal bodily injury, including death, and property damage liability and the general liability shall include but not be limited to coverage for Premises/Operations, Products/Completed Operations, Contractual, to support the Contractor's Agreement or indemnity and Fire Legal Liability. In addition to the above liability limits, the Contractor shall maintain \$5,000,000.00 in umbrella and/or excess liability coverage. Policy(ies) shall be endorsed to show the Authority, a political subdivision of the State of Florida, as an additional insured as its interests may appear and shall also provide that insurance shall not be canceled, limited or non-renewed until after thirty (30) days' written notice has been given to the Authority. Current certificates of insurance evidencing required coverage must be on file with the Authority at all times. Contractor expressly understands and agrees that any insurance protection furnished by Contractor shall in no way limit its responsibility to indemnify and save harmless Authority under the provisions of Section 25 of this Agreement.

25. **INDEMNIFICATION:** The Contractor will indemnify, save and hold the Authority harmless from any and all liabilities, losses or damages the Authority may suffer as a result of claims, demands, costs or judgments against the Authority arising out of the acts or omission of the Contractor or its employees, which said liabilities, losses, damages, claims, demands, costs or judgment arise out of the matters which are the subject of this Agreement and the work to be performed thereby. The Contractor shall not be responsible for nor be required to indemnify or hold the Authority harmless for any act, omission, negligence or other liability to the extent caused by the act or omission of the Authority or any one of its employees or agents.

26. **ACCESS AND AUDITS:** The Contractor shall maintain within Palm Beach County adequate records of the solid waste collection and/or recycling services for every year of the Agreement and for five (5) years following the end of the term of this Agreement. Upon request, the Authority or its designee shall have the right to review all records maintained by the Contractor upon 48 hours written notice. In the event that the Authority exercises its right to review under this Section within the term of this Agreement or within the five (5) year period following the end of the term of this Agreement, Contractor must then continue to maintain all records until released by the Authority. If the Contractor fails to maintain records as required pursuant to this Section or infringes the Authority's right to review said records at any time during the period beginning on the date of execution of this Agreement and ending on the date five (5) years after the end of the term of this Agreement, or in the event the Authority has exercised its right to review, the date beyond the date five (5) years after the end of the term of this Agreement that the records are released by the Authority, the Authority will suffer damage, the amount

of which is difficult or impossible to ascertain. Therefore, as a consequence of the aforementioned failure, and in addition to the liquidated damages specifically provided for in this Agreement, the Contractor shall pay to the Authority, as liquidated damages, the sum of \$1,000,000.

- 27. POINT OF CONTACT:** All dealings, contacts, notices, and payments between the Contractor and the Authority shall be directed by the Contractor to the Contract Administrator or designee.
- 28. NOTICE:** Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

AS TO THE AUTHORITY:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412

Attention: Contract Administrator Copy to: Executive Director

AS TO THE CONTRACTOR:

Advanced Disposal
5489 Leeper Drive, Suite 200
West Palm Beach, Florida 33407

Attention: Carlos Mangual, Operations Manager

Office No.: 561-471-6110 / Cell No.: 561-510-0502 / E-Mail: carlos.mangual@advanceddisposal.com

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next Business Day. The original of the notice must additionally be mailed as required herein.

29. DEFAULT OF CONTRACT:

- A. To the extent permitted by law, the Authority may cancel this Agreement, except as otherwise provided below in this section, by giving Contractor thirty (30) days advance written notice, to be served as hereafter provided, upon the happening of any one of the following events:
1. Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or state of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
 2. By order or decree of a Court, Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60)

days after the entry thereof, any notice of cancellation shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

3. By or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession or control shall continue in effect for a period of sixty (60) days; or
 4. The Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the Authority pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto, whether such default is considered minor or major, and said default is not cured within thirty (30) days of receipt of written notice by Authority to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Contractor of written demand from Authority to do so, Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof to demonstrate [a] that the default cannot be cured within thirty [30] days, and [b] that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time).
- B. However, notwithstanding anything contained herein to the contrary, failure of Contractor to provide collection service for a period of two (2) consecutive scheduled Business Days, the Authority may secure the Contractor's billing records (at the request of the Authority, the Contractor shall immediately provide such records). On the third Business Day, in order to provide interim collection services, the Authority may hire an alternate service provider until such time as the matter is resolved and the Contractor is again able to perform pursuant to this Agreement; provided, however, if the Contractor is unable for any reason or cause to resume performance at the end of thirty (30) Business Days all liability of the Authority under this Agreement to the Contractor shall cease and this Agreement may be deemed immediately terminated by the Authority. The cost to provide interim collection service, including all of the Authority's costs, shall be at the Contractor's expense, paid by the Authority and deducted from Contractor's payment(s).
- C. Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Section, in the event that Contractor's record of performance shows that Contractor has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by Contractor, in the opinion of Authority and regardless of whether Contractor has corrected each individual condition of default, Contractor may be deemed a "habitual violator", shall forfeit the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively, shall constitute a condition of irredeemable default. The Authority shall thereupon issue Contractor final warning citing the circumstances therefore, and any single default by Contractor of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, Authority

may terminate this Agreement upon the giving of written Final Notice to Contractor, such cancellation to be effective upon the fifteenth consecutive calendar day following the date of Final Notice, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and Contractor shall have no further rights hereunder. Immediately upon receipt of said Final Notice, Contractor shall proceed to cease any further performance under this Agreement. Contractor shall be deemed to have frequently, regularly or repeatedly defaulted in the event Authority has given Contractor default notice pursuant to Section 29(A)(4) three times in any one year time period or five times cumulatively during the term of this agreement.

- D. In the event of any of the aforesaid events specified in paragraphs A, B, and C above and except as otherwise provided in said paragraphs, termination shall be effective upon the date specified in Authority's written notice to Contractor and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of the Authority under this Agreement to the Contractor shall cease, and the Authority shall have the right to call the performance bond or letter of credit and shall be free to negotiate with other Contractors for the operation of the herein specified services. The Contractor shall reimburse the Authority for all direct and indirect costs of providing interim collection service incurred due to the Contractor's failure to perform.
- E. Authority shall be in default ("Authority Default") under this Agreement if the Authority fails to observe or perform any of the covenants, conditions, or obligations imposed upon Authority hereunder, and such failure shall continue for a period of ninety (90) days after written notice from Contractor to Authority specifying Authority's default; provided, however, that if the nature of Authority's default is such that more than ninety (90) days are reasonably required for its cure, then Authority shall not be deemed to be in default if Authority commences such cure within such ninety (90) day period and thereafter diligently pursues such cure to completion. In the event of an Authority Default, Contractor and Authority shall attempt to negotiate a resolution of the Authority Default for a period not to exceed sixty (60) days from the later of: (i) the date that notice of the Authority Default is delivered to the Authority; or (ii) the end of any contractually provided cure period. In the event that the parties are unable to negotiate a resolution of the Authority Default and Contractor wishes to pursue the matter, Contractor shall have the right to seek specific performance of the terms of this Agreement. In the event Contractor seeks specific performance and is unable to obtain specific performance of this Agreement through no fault of Contractor, Contractor shall have the right to terminate this Agreement and/or pursue damages.

- 30. PUBLIC WELFARE:** The Authority shall have the power to make changes in or to impose new and reasonable rules and regulations on the Contractor under this Agreement relative to the method of collection and disposal of Garbage, Trash, Bulk Trash, Vegetative Waste or Recovered Materials as shall from time to time be necessary and desirable for the public welfare. The Authority shall give the Contractor reasonable notice of any proposed change and an opportunity to be heard concerning those matters. The method of collection and disposal of Solid Waste and Recovered Materials set out herein shall also be liberally construed to include, but not be limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. The Contractor shall be reasonably and appropriately compensated as determined by negotiation and agreement between the Authority and the Contractor for any additional services or other obligations required of the Contractor due to any modification in the Agreement under this Section.

31. **RIGHT TO REQUIRE PERFORMANCE:** The failure of the Authority at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Authority thereafter to enforce the same. Nor shall waiver by the Authority of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.
32. **TITLE TO WASTE:** The Authority shall, at all times, hold title and ownership to all Commercial Solid Waste, Recovered Materials and Vegetative Waste and Residential Solid Waste, Vegetative Waste, and Recovered Materials and all other waste collected by the Contractor pursuant to this Agreement and the Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials without specific written authorization from the Contract Administrator.
33. **GOVERNING LAW AND VENUE:** Any and all legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County and the Agreement will be interpreted according to the laws of Florida.
34. **COMPLIANCE WITH LAWS:** The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, regulations and rules.
35. **SEVERABILITY:** The invalidity, illegality, or non-enforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
36. **ASSIGNMENT:** No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the Authority. The Authority shall have full discretion to approve or deny, with or without cause, any proposed assignment or assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Authority shall be null and void and shall be grounds for the Authority to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the Contractor, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the Authority under this Agreement to the Contractor shall cease, and Authority shall have the right to call the performance bond or letter of credit and shall be free to negotiate with other contractors or any other person or company for the service of the franchise area which is the subject of this Agreement. In the event of any assignment, assignee shall fully assume all the liabilities of the Contractor.

It is the intent of the parties that no person, corporation or company, whether by itself or through a relative, itself or through its parent(s), subsidiary(s) or holding companies, shall at any time hold or have control of more than two (2) of the four (4) Solid Waste and Recycling Collection Franchise Service Areas identified as Service Area 1, Service Area 2, Service Area 3 and Service Area 4, nor exceed this amount from the acquisition of an additional franchise.

For purposes of this section a parent, subsidiary or holding company shall mean any person, corporation or company holding, owning or in control of more than 10% of the stock or financial interest of another person, corporation or company.

37. **MODIFICATION:** This Agreement constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of an Amendment executed by both parties.
38. **INDEPENDENCE OF AGREEMENT:** It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties hereto, or as constituting the Contractor as the agent, representative or employee of the Authority for any purpose whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.
39. **ANNEXATIONS AND INCORPORATIONS:** Adjustments to Service Area boundaries and the rights of the parties to this Contract due to municipal annexation or contraction will be as provided by Florida Statutes Section 171.062, as amended, or its successor. Adjustments to Service Area boundaries and the rights of the parties to this Agreement due to incorporation will be as provided by Florida Statutes Section 165.061, as amended, or its successor.
40. **CHANGE OF LAW:** The parties understand and agree that the Florida Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state or local, which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law.

To the extent that any law effective after the opening and awarding of bids for this Agreement is in conflict with, or requires changes in, the provisions of collection service or exclusive rights set out in this Agreement, the parties agree to enter into good-faith negotiations for the resolution of any such changes in this Agreement as a result of change in law.

41. **OTHER RATE ADJUSTMENTS:** The Authority will strictly enforce all of the provisions of the Franchise Agreement including liquidated damages clauses for any performance quality problems. The Contractor shall not be allowed rate increases on the basis that the Contractor bid too low or agreed to do the work for a lower bidder's price. Non-performance of Franchise Agreement or a request for a rate increase, either of which are attributed to the Contractor accepting the Franchise Agreement award at an insufficiently low rate, may, at the Authority's sole discretion, result in cancellation of all Solid Waste and Recycling Collection Services Franchise Agreements for all Service Areas entered into with the Contractor.

42. EQUAL BUSINESS OPPORTUNITY PROGRAM

42.1 SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) PARTICIPATION:

The Governing Board of the Authority has implemented the Economic Inclusion Policy administered by the Equal Business Opportunity (EBO) Program Office to ensure that all segments of its business population, including, but not limited to small, local, minority, and women-owned businesses, have an equitable opportunity to participate in the Authority's procurement process as described in Section 6 of the Purchasing Manual, is incorporated herein.

A. Affirmative Procurement Initiative (API):

The Authority has applied the following contract-specific Affirmative Procurement Initiative to this contract. Contractor hereby acknowledges and agrees the selected API requirement shall also be extended to any change order or subsequent contract modification, and absent EBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement.

SBE and M/WBE SUBCONTRACTOR PARTICIPATION:

The Authority established a mandatory 20% participation goal for Small/Minority/Women Business Enterprise (S/M/WBE) participation in this agreement in accordance with the solicitation.

B. Subcontractor/Supplier Utilization Plan:

The Subcontractor / Supplier Utilization Plan submitted by the Contractor to Authority with its proposal for this contract contains the names of the certified S/M/WBE Subcontractors to be used by Contractor on this contract, the respective percentages and dollar value of the total prime contract dollar value to be awarded and performed by each S/M/WBE Subcontractor, and documentation including a description of each S/M/WBE Subcontractor's scope of work and confirmation of each S/M/WBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the EBO, the failure of Contractor to attain this subcontracting goal for S/M/WBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the Authority, and may result in debarment from performing future Authority contracts, withholding of payment up to the dollar amount of the underutilization below the agreed upon S/M/WBE subcontracting goal, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the EBO Program Policy, or under any other law.

C. Calculating S/M/WBE Participation:

The percentage of participation shall be calculated by dividing the actual payments made to local certified S/M/WBE firms providing goods and/or services necessary to support the required services under the agreement by the Net Revenue earned in the performance of this Agreement. Net Revenue shall be defined as Gross Revenue less the sum of the disposal charges billed to commercial customers, the disposal charges in excess of the residential credit incurred by the Contractor and paid to the Authority in performance of its services to residential customers, and the franchise fees paid to the Authority. Gross Revenue shall be defined as all revenue derived by the Contractor in performance of this Agreement, including but not limited to the monthly residential rates paid to the Contractor by the Authority, the commercial charges billed by the Contractor to the commercial customer, container maintenance charges, special services charges, and all other revenue received by the Contractor from any source in relation to this Agreement.

The goal is to encourage doing business with certified local S/M/WBE firms with certifications from any certifying organization in the State of Florida approved by the Authority. For the purpose of this requirement, an eligible local S/M/WBE firm included in the Contractor's plan submitted in response to the solicitation giving rise to this Agreement must have had a valid certification prior to the due date for responses to Bid/RFP. Certified local S/M/WBE firms added after contract award must have a valid certification prior to the date upon which they are added. Furthermore, such firms shall be domiciled in Palm Beach County as defined in the Authority's Purchasing Manual, Section 6, incorporated herein, as of the aforementioned dates required for certification.

D. Demonstration of Good Faith Effort:

For the purposes of this agreement, "Good Faith Effort" as defined in the Authority's Purchasing Manual, is incorporated herein. The Subcontractor/Supplier Utilization Plan is a binding part of this contract agreement which states the Contractor's commitment for the use of Joint Venture Partners and/or Subcontractors/Suppliers in the performance of this contract agreement. The Subcontractor/Supplier Utilization Plan shall state the names, scope of work, and dollar value of work to be performed by each of Contractor's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the EBO Office. The Subcontractor/Supplier Utilization Plan may be modified by submitting to the EBO Office a request for additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, or dollar values of work to be performed. Upon approval by the EBO office or its designee of the requested additions, deletions or modifications, it shall constitute a duly authorized modification of this Agreement and considered an amendment hereto by consent of the parties satisfying the requirements of Section 37 without necessity of further action of any type by the parties. Among other things, in demonstration of a Good Faith Effort in relation to this Agreement, Contractor shall follow all requirements of the EBO Program, including:

1. If awarded Contractor is unable to meet the participation requirements for S/M/WBEs specified in its Subcontractor/Supplier Utilization Plan, the contractor shall seek

substitute or additional S/M/WBEs to fulfill the requirements; the requested substitution must be approved in writing by the Coordinator of the EBO Office or designee and the Originating Department Director or designee.

2. If, after reasonable Good Faith Efforts, the Contractor is unable to find an acceptable substitute or additional S/M/WBE, a post-award waiver shall be requested. The request shall document the reasons for the contractor's inability to meet the goal requirement. In the event the contractor is found not to have performed Good Faith Efforts in its attempt to find a suitable substitute or additional for the initial S/M/WBE proposed utilization, the contract may, in the Authority's sole discretion, be terminated for material breach or the Authority may impose other penalties and sanctions within the law.
3. If requesting a post-award vendor subcontracting waiver, the Contractor shall request waiver of a specified subcontracting goal by submitting a Post-Award Vendor Subcontracting Waiver Request Form (See Exhibit J). Documentation and supporting evidence of all Good Faith Efforts made to comply with the subcontracting goal must also be submitted.

E. Equal Business Opportunity (EBO) Program Compliance – General Provisions

1. Contractor acknowledges that the Authority's EBO Program is in furtherance of the Authority's efforts at economic inclusion, and that Contractor's commitments, including but not limited to the Subcontractor/Supplier Utilization Plan, are part of Contractor's scope of work as referenced in the Authority's solicitation that formed the basis for contract award and subsequent execution of this Agreement. Contractor's compliance with the EBO Program and exercise of a Good Faith Effort to achieve the M/WBE and SBE Participation Goals are considered by the parties to this Agreement to be material terms. Contractor voluntarily agrees to fully comply with the EBO Program terms as a condition for being awarded this contract by the Authority. Without limitation, Contractor further agrees to the following terms as part of its contract compliance responsibilities under the EBO Program:
 - a) Contractor shall cooperate fully with the EBO Office and other Authority departments in their data collection and monitoring efforts regarding Contractor's utilization and payment of all of its subcontractors and suppliers, including both S/M/WBE and non-S/M/WBE firms for their performance of Commercially Useful Functions on this contract, including, but not limited to, the timely submission of completed forms to the Office of EBO as specified in the EBO Program Policy & Procedures, the timely submittal of Monthly Subcontractor/Supplier Utilization Reports (Exhibit H), and when established the entry of data into the Centralized Bidder Registration System (CBR), and ensuring the timely compliance of its subcontractors and suppliers with this requirement;
 - b) Contractor shall cooperate fully with any Authority or EBO investigation (and shall also respond truthfully and promptly to any Authority or EBO inquiry) regarding possible non-compliance with EBO Program requirements on the part of Contractor or its Subcontractors or suppliers;

- c) Contractor shall permit the EBO, upon reasonable notice, to undertake inspections as necessary, including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
- d) Contractor shall immediately notify Authority in writing to the EBO and the Originating Department for this contract of any proposed changes to Contractor's Subcontractor / Supplier Utilization Plan, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by Contractor to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan, including, but not limited to, proposed self-performance of work by Contractor of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers by submitting a Post Award Vendor Subcontracting Waiver Request (Exhibit J) and Change To Utilization Plan form (Exhibit I), and shall be subject to advanced written approval by the Originating Department and the EBO;
- e) Contractor shall immediately notify the Originating Department and EBO of any transfer or assignment of its contract with the Authority, as well as any transfer or change in its ownership or business structure in accordance with Section 36;
- f) Contractor shall retain all records of its Subcontractor payments for this contract for a minimum of five (5) years following the conclusion of this contract;
- g) In instances wherein the EBO determines that a Commercially Useful Function is not actually being performed by the S/M/WBE firms listed in a Contractor's Subcontractor/Supplier Utilization Plan, the Contractor shall not be given credit for the participation of its S/M/WBE subcontractor(s) or joint venture partner(s) towards attainment of S/M/WBE firm utilization goals, and the Contractor and its listed S/M/WBE firms may be subject to sanctions and penalties in accordance with the EBO Program Policy and Procedures;
- h) Contractor acknowledges that the Authority will not execute an agreement for this project until the Contractor and each of its Subcontractors for this project have registered and/or maintained active status in the Authority's Vendor Registration System and when established its CBR, and Contractor has represented to Authority which primary commodity codes each registered Subcontractor will be performing under for this contract;
- i) Contractor acknowledges that the Authority will not execute an agreement for this project until the Contractor provides an executed agreement with each of its S/M/WBE Subcontractors or suppliers with a contract term having the same as with this Agreement at a minimum.

F. Affirmative Procurement Initiatives - Compliance

1. Commercial Non-discrimination Policy Compliance:

As a condition of entering into this agreement, the Contractor represents and warrants that it has complied with throughout the course of this bidding and contract award process, and will continue to comply with, the Authority's Commercial Non-discrimination Policy, as described in Section 50 hereof and in Section 6 of the Purchasing Manual, is incorporated herein. As part of such compliance, Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability or genetic information, or on the basis of any otherwise unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the Authority's relevant marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in Authority contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Contractor's certification of its compliance with this Commercial Non-discrimination Policy as submitted to the Authority pursuant to the bid solicitation for this contract is hereby attached and incorporated into the material terms of this Agreement. Contractor shall incorporate this clause into each of its subcontractor and supplier agreements entered into pursuant to Authority contracts.

2. Prompt Payment:

As a requirement of this contract by Contractor, Contractor shall be required to submit to Authority accurate payment information with each invoice regarding each of its subcontractors to ensure that the Contractor's reported subcontract participation is accurate. Contractor shall pay its subcontractors in compliance within timeframes set forth in accordance with the Florida Local Government Prompt Payment Act, or within ten (10) days of receipt of payment from the Authority, whichever is sooner.

3. Violations:

In addition to the above, Contractor acknowledges and agrees that it is a violation of the EBO Program Policy and Procedures and a material breach of this Agreement to:

- a) Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE for purposes of benefitting from the EBO Program;

- b) Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the EBO Program;
- c) Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE firm;
- d) Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the EBO Program; and
- e) Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the EBO Program.

4. Penalties, Sanctions and Debarment:

Any person who violates the provisions of this section shall be subject to the provisions of Section 6 of the EBO Program and Section 19 of this Agreement including but not limited to:

- a) Suspension of contract;
- b) Withholding of funds up to an amount equivalent to the deficiency in the S/M/WBE Participation;
- c) Termination of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
- d) Refusal to accept a response or proposal; to a future bid or RFP and
- e) Disqualification of Contractor or other business firm from eligibility for providing goods or services to the Authority for a period not to exceed three (3) years (subject to change) (upon Authority Board approval).

43. LOCAL BUSINESS PARTICIPATION: The Governing Board of the Authority has made it a goal for this Agreement that the use of local businesses be maximized. For the purposes of this requirement, the term "local business" means a business which has a permanent place of business within the county and which holds a business tax receipt issued by the county that authorizes the business to provide the goods, services, or construction to be purchased and which business tax receipt is issued as of the Bid due date. If the business is a joint venture/partnership, it is sufficient for qualification as a local business if at least one (1) of the joint ventures/partners meets the test set forth in this subsection. For the purposes of this requirement, having a "permanent place of business" within the county means having headquarters which are located within the county or a permanent office or other site located within Palm Beach County from which the local business will produce or provide a substantial portion of the goods or perform a substantial portion of the services to be purchased and which headquarters or office was in existence as of the Bid due date. A post office box or location at a postal service center shall not constitute a permanent place of business. Contractor shall prioritize the satisfaction of the

S/M/WBE goals established in Section 42 of the Agreement. Upon satisfaction of the requirements of Section 42, Contractor shall prioritize the utilization of local businesses. For every procurement, Contractor shall contact local businesses that provide the supplies or services sought, assess their qualifications and interest to provide the supplies or services sought, and provide them with the opportunity to submit a quote, bid or proposal. Contractor shall thoroughly investigate the capabilities of local businesses and maintain documentary evidence that it did not reject local businesses without sound reasons. The Contractor agrees to maintain all relevant records and information necessary to document compliance with this contract for five (5) years following the term of this Agreement and shall allow the Authority to inspect such records upon request.

44. **PUBLIC ENTITY CRIMES:** No Contractor may be a person or affiliate identified on the Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. The Contractor is required to comply with Florida Statutes Section 287.133, as amended, or its successor.
45. **SUBSTANTIAL COMPLIANCE:** The Contractor shall promptly collect all materials disposed of by the customer, provided the materials are prepared and placed within substantial compliance with the guidelines as set forth herein. Any dispute as to the standards of substantial compliance shall be determined by the Contract Administrator or his designee.
46. **COMPETENCY TO CONTRACT:** The Contractor expressly recognizes, acknowledges, and agrees the Solid Waste Authority of Palm Beach County is a legally constituted agency, that is, a dependent special district created by the Florida Legislature in Chapter 2001-331, Laws of Florida. Furthermore, the Contractor expressly admits, acknowledges, and recognizes the Authority's jurisdiction and ability to enter into collection franchise agreements in Palm Beach County. The Contractor expressly recognizes, acknowledges and agrees that the Authority has the legal right under Chapter 2001-331, Laws of Florida, to maintain flow control of Solid Waste generated within Palm Beach County, and has the right under 403.7046 F.A.C. to provide for the exclusive collection, transportation and processing of Recovered Materials from single family and multi-family residential properties. The Contractor hereby waives any legal causes of action regarding the Solid Waste Authority's competency and/or ability to enter into solid waste collection franchise agreements.
47. **COMMUNITY SERVICE:** The Contractor shall provide collection of debris through means of roll-off Container(s), placement and collection pull service or by mechanical means utilizing a clamshell vehicle throughout each Fiscal Year, at no cost to the Authority or others, for illegal dumping, neighborhood cleanups and special events, including, but not limited to the Great American Cleanup, and other events as requested by the Authority.

Contractor shall pay the cost of loading and transporting such containers and/or debris to an Authority approved disposal facility. The Authority shall pay the cost of disposal.

For neighborhood cleanups and special events, Contractor shall provide collection of debris on a schedule as determined by the Authority's community service manager or designee. In the case of illegal dumping that is determined by the Authority to pose a nuisance or danger to the public, Contractor shall provide collection of debris within 24 hours of notice sent by either electronic means or by phone.

The maximum quantity of debris to be collected within each Service Area during each fiscal year of the Agreement is as follows:

Service Area	Cubic Yards
1	500
2	500
3	500
4	500

Contractor shall receive a written quarterly report from the Authority to accurately reflect the amount of debris collected each quarter and the total year-to-date.

48. OFFICE OF THE INSPECTOR GENERAL: Palm Beach County has established the Office of the Inspector General, Ordinance (OIG) No. 2009-049, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Authority has entered into an agreement with Palm Beach County for Inspector General services. This agreement provides for the Inspector General to provide services to the Authority in accordance with the authority, functions and powers set out in the ordinance. All parties doing business with the Authority and receiving Authority funds shall fully cooperate with the Inspector General including providing access to records relating to this Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement and detect corruption and fraud. Failure to cooperate with the Inspector General or interference with or impeding any investigation shall be a violation of Ordinance 2009-049 and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

49. SCRUTINIZED COMPANIES:

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the Authority determines, using credible information available to the public, that a false certification has been submitted by Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

- B. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the Authority determines, using credible information available to the public, that a false certification has been submitted by Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

50. COMMERCIAL NON-DISCRIMINATION POLICY: It is the policy of the Authority not to enter into a contract or to be engaged in business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, subcontractors or commercial customers on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in relevant marketplace for Palm Beach County.

51. THIRD PARTY BENEFICIARY DISCLAIMER: It is not the intention of these documents to create third party beneficiary status in any person or entity that is not a direct party to this Agreement. No language in this Agreement should be construed or interpreted as creating a third party beneficiary.

52. PUBLIC RECORDS, ACCESS AND AUDITS

1 It is the intent of this Article to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended.

2. **DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGER
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FL. 33412
561-640-4000 EXT. 4210
RECORDS CUSTODIAN@SWA.ORG**

3. The Contractor shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work, in accordance with the timeframes and classifications for records retention as per the General Records Schedule GS1-SL for State and Local Government Agencies (see: <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>) after completion or termination of this Contract. Upon Authority's request, Contractor shall provide Authority with access to such records during normal business hours at a location within Palm Beach County for purposes of inspection or audit.

4. Notwithstanding anything herein to the contrary, the Contractor expressly acknowledges that: i) it is providing a specific service to the Authority in the performance of this Contract; ii) acting on behalf of the Authority in the performance of this Contract; iii) that it has read and is familiar with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended, and both understand its responsibility and obligation to comply with this law; and iv) to the extent any question(s) arise regarding its duties to produce public records, it shall contact the Records Manager with same.

5. Any public records requests directed to, or related in any way to this contract shall be directed solely to the Records Manager. If the requested records are not in the possession of the Records Manager they shall immediately notify the Contractor and the Contractor must provide the records or allow access to the records within a reasonable time. A Contractor who fails to provide the records to the public agency within a reasonable time may be subject to penalties under Florida Statutes (F.S) §119.10, and §119.10(2) provides that a person who willfully and knowingly violates the Public Records Act commits a misdemeanor of the first degree, which is punishable by up to a year in jail and a fine not to exceed \$1,000.
6. Therefore, the Contractor is required to:
 - 1) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service;
 - 2) Upon Authority's request from the Authority's Records Manager provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time on the same terms and conditions that the Authority would provide the records at a cost that does not exceed the cost provided by Florida law;
 - 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if the Contractor does not transfer the records to the Authority; and
 - 4) Upon completion of the Agreement, transfer, at no cost, to the Authority, all public records in possession of the Contractor or keep and maintain public records required by the Authority to perform the service. If the Contractor transfers all public records to the Authority upon completion or termination of the Agreement the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority, upon request from the Authority's Record Manager, either during performance of the Agreement or after termination or completion of the Agreement in a format that is compatible with the information technology systems of the Authority.
7. Failure of the Contractor to comply with these requirements shall be a material breach of this Contract.

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In Witness Whereof, the **Solid Waste Authority of Palm Beach County**, at a regular meeting thereof, by action of the Authority Board authorizing and directing the foregoing be adopted, has caused these presents to be signed by the Authority's Executive Director, and the Authority's seal to be hereunto affixed, and **Advanced Disposal Services** has executed this Agreement all as of the day and year first above written.

**SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY**

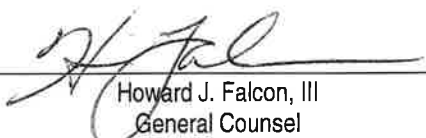
By: 
Daniel Pellowitz, Executive Director

ATTEST:

(Seal)

By: 
Sandra Vassalotti, Clerk to the Board

APPROVE AS TO LEGAL SUFFICIENCY

By: 
Howard J. Falcon, III
General Counsel

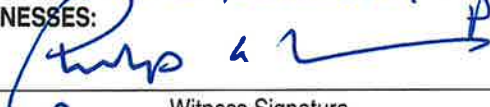
APPROVE AS TO TERMS AND CONDITIONS

By: 
Signature
John Archambo
Print Name
Director, Customer
Title Service

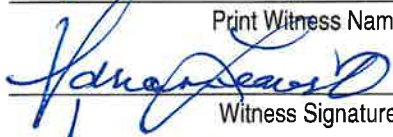
ATTEST:

By: 
Jeffrey Everett, Secretary & Vice President

WITNESSES:


Witness Signature

Philip A. Alia
Print Witness Name


Witness Signature

Adriane Leavitt
Print Witness Name

ADVANCED DISPOSAL SERVICES:

By: 
Signature

John Special
Print Name

President
Title

(Corporate Seal)

Approved by Authority Board on February 13, 2019, Item No. 9.D.1

SOLID WASTE AND RECYCLING COLLECTION SERVICES FRANCHISE AGREEMENT

EXHIBITS

Solid Waste Authority Franchise Area Boundaries

Description of the boundaries of franchise known as **Service Area 2** in Palm Beach County, Florida is as follows:

<u>Section</u>	<u>Township</u>	<u>Range</u>
31 thru 36	40	40
1 thru 36	41	40
1 thru 36	42	40
1 thru 42	43	40
1 thru 36	44	40
19, 20, 21, 28, 29, 30, 31, 32, 33	42	41
16,17,18 (south of and inclusive of south side of North Lake Blvd)	42	41
4, 5, 6, 7, 8, 9, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 26, 27, 28, 29, 30, 31, 32, 33, 34, 35	43	41
12 (north of and inclusive of north side of Heritage Farms Rd)	45	41
8, 9 (south of and inclusive of the south side of Forest Hill Blvd)	44	42
10 (south of and inclusive of south side of Forest Hill Blvd and east of and inclusive of east side of Jog Rd)	44	42
13, 14, 23, 24, 25, 26, 35, 36, 37, 38, 39	44	42
15, 22, 27, 34, 39 (east of and inclusive of east side of Jog Rd)	44	42
1, 2 (east of and inclusive of east side of Jog Rd)	45	42
7, 8, 9, 10 (south of and inclusive of the south side of Forest Hill Blvd), 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33, 34, 41, 42	44	43
3, 4, 5, 6	45	43

Less and excepting therefrom all incorporated areas.

All references are as to the Palm Beach County Property Appraiser's property control numbers (tax folio numbers) as used in reference to the Property Appraiser's assessor maps in Palm Beach County, Florida.

APPROVED RATE SCHEDULE
SERVICE AREA 2
FY 2019-2020 MONTHLY RATES

RESIDENTIAL COLLECTION (PER UNIT)

Services	Curbside Service	Containerized Service
Solid Waste	\$9.69 (2x/wk)	\$5.70 (2x/wk avg)
Vegetative	\$8.29 (1x/wk)	XXXXXXX
Recycling	\$3.79 (1x/wk)	\$2.21 (1.5x/wk avg)
Cart Maintenance Fee	\$2.10	N/A
Total:	\$23.87	\$7.91

COMMERCIAL COLLECTION

Container Solid Waste Collection Rate	\$3.55 per cubic yard
Compactor Collection Rate (8 cubic yards or less)	\$4.44 (1.25x the container collection rate)
Commercial Recycling Collection Rate	\$2.10 per cubic yard
Small Business Generator (less than 1 cubic yard per week, additional Cart maintenance fee)	\$32.00 per month (\$16.00 collection and \$16.00 disposal)
96 Gallon Recycling Container (1 time per week)	\$16.00
Compactor Collection Rate (greater than 8 cubic yards Roll-off Compactors)	\$210.00 per pull
Roll-off Collection Rate	\$175.00 per pull

SPECIAL SERVICES RATES ESTABLISHED BY THE AUTHORITY*(Not to be Adjusted during the Term of the Agreement)*

SERVICE	RATE PER SERVICE
Rolling Out Commercial 95 or 101 Gallon Container with 10 or more feet per direction	\$1.00 (no charge for Residential regardless of distance, no charge for commercial less than 10 feet per direction)
Rolling Out Container (and returning it to original location)	\$1.84 per Service per Container
Back Door Service (Residential Curbside Only)*	\$22.00 per Dwelling Unit
Opening (and closing) Doors or Gates	No Charge
Locks for Containers	\$9.00 (one time) Charge for Replacements based on cost +10%
Unlocking Containers	\$1.35
Supplying (and retrofitting) locking mechanism on Container per customer request only	\$55.00
Adding wheels to or changing wheels on Containers	No Charge
Adding lids to or changing lids on Containers	No Charge
Moving Container Location Per Customer Request	No Charge
Changing Out Container Sizes (above one time per year residential only)	\$55.00
Changing Out Container Sizes (Commercial)	\$55.00
Additional 96 Gallon Cart (Residential)	\$65.00
Additional Scheduled Pick-ups for Residential Containerized Customers	Same as Applicable Commercial Collection Rates (No Disposal Charges)
Additional Unscheduled (picked up by end of business the following day but not including "on-call") Pick-ups for Commercial and Residential Containerized Customers	\$25.00 Special Service Fee Plus Applicable Commercial Collection and Disposal Rates Per Dumpster (No Disposal Charges for Residential)
Special Service or Special Equipment required because of impaired accessibility	Negotiable
Turn around Compactors (commercial customer only)	\$20.00 (No Charge for Multi-family)
Stump/Land Clearing Collection	Negotiable
Residential Vegetation Collection	\$8.00 Per CY
Residential Mixed Collection (Vegetation with C&D and/or bulk)	\$22.00 Per CY

* No charge for residents medically unable to bring Solid Waste or Recovered Materials to curbside as delineated in Section 4.

MONTHLY CONTAINER MAINTENANCE FEES ESTABLISHED BY THE AUTHORITY*(Not to be Adjusted during the Term of the Agreement)*

CONTAINERS (NON-COMPACTING)	
SIZE (cubic yards)	RATE w/out locking mechanism
CART	\$2.10
2 YD	\$24.00
3 YD	\$26.00
4 YD	\$28.00
6 YD	\$30.00
8 YD	\$32.00
10-40 YD ROLL-OFF	\$50.00

Capacities in between these values can be obtained by interpolation.

Capacities outside of these values can be obtained by extrapolation.

COMMERCIAL SOLID WASTE AND VEGETATIVE DISPOSAL CHARGE CALCULATION

The Authority will determine the commercial disposal fee rates (\$/cubic yard) each Fiscal Year based on a calculation supplied by the Authority and the tipping fee. The calculation for non-compacted Garbage and Trash is 134 lbs/cubic yard times the Authority's tipping fee (\$/ton) times 1 ton/2000 lbs = ____\$/cy. Commercial non-compacted Vegetation is calculated at 350 lbs/cubic yard times the Authority's tipping fee (\$/ton) times 1 ton/2000 lbs = ____\$/cy. The compacted rate for commercial solid waste or vegetative waste may be billed at either actual expense or three times the rate for non-compacted solid waste or vegetative rate, respectively.

In the unlikely event the Authority charges a tipping fee for Recovered Materials, the Contract Administrator will determine the conversion factor and calculate the factor times the tipping fee for Recovered Materials. The Contractor will be responsible for billing Commercial Recycling Collection customers for the Recovered Materials disposal fee.

RESIDENTIAL SOLID WASTE DISPOSAL CREDIT CALCULATION

Category	Type	Generation Factor (Tons/Year)	Times(x) Garbage Tipping Fee	Annual Credit per unit
I	Single Family	1.10	x	=
II	Multi-family, 4 or less units	0.67	x	=
III	Mobile Homes	1.10	x	=
IV	Multi-family, more than 4 units	0.74	x	=

RESIDENTIAL VEGETATIVE WASTE DISPOSAL CREDIT CALCULATION

Category	Type	Generation Factor (Tons/Year)	Times(x) Vegetation Tipping Fee	Annual Credit per unit
I	Single Family	0.85	x	=
II	Multi-family, 4 or less units	0	x	=
III	Mobile Homes	0.58	x	=
IV	Multi-family, more than 4 units	0	x	=

PAYMENT ADJUSTMENT SCHEDULE

A. Annual Adjustment – Non-Fuel

The annual adjustment shall be applied to those rates subject to adjustment as shown in Exhibit B and as provided within this Agreement. For the purpose of this Agreement, the Non-Fuel component is assumed to represent 90% of the Contractor's costs therefore 90% of the approved rates shall be so adjusted.

The rates shall be adjusted as follows:

The rates shall be adjusted annually, commencing on the first anniversary date, by the change in the Water and Sewer and Trash Collection Services Index, Series ID CUSR0000SEHG, as published by the United States Department of Labor, Bureau of Labor Statistics (www.bls.gov). The change in the index shall be calculated by dividing the average of the index over the twelve month period ending the December preceding the effective date of the adjustment by the average of the index over the twelve month period from January 2017 through December 2017. The first adjustment shall be effective October 1, 2019.

For example:

For the year beginning October 1, 2019, the average of the index over the twelve month period from January 2018 through December 2018 shall be divided by the average of the index over the twelve month period from January 2017 through December 2017. The result shall be multiplied by the rates subject to adjustment, and that result shall be rounded to the nearest cent. The resultant rates shall be effective from October 1, 2019 through September 30, 2020.

B. Bi-Annual Fuel Adjustment (Fuel Surcharge/Credit)

The rates subject to adjustment shall be subject to a bi-annual fuel price surcharge/credit for fluctuations in the price of fuel. For the purpose of this Agreement, fuel is assumed to represent 10% of the Contractor's costs therefore 10% of the approved rates shall be so adjusted.

The rates shall be adjusted as follows:

For the rates subject to adjustment, a bi-annual fuel surcharge/credit shall be charged/credited basis based on the percentage change in the bi-annual average price of fuel as published by the Oil Price Information Service (OPIS) and measured by the OPIS Standard Rack, OPIS No. 2 Distillate Gross Prices, Unbranded Average for Miami, Florida between the month of November 2017 and the month two (2) months prior to the effective date.

For example:

For the month of October 2018, the fuel surcharge/credit shall be calculated by dividing the reported unbranded average price for August 2018 by the unbranded average price for November 2017, multiplying the result by ten (10) percent of the bid or Authority established price, and subtracting ten (10) percent of the bid or Authority established price.

Assuming:

Index for November	2017	315.98
Index for August	2018	340.67
Commercial Solid Waste Collection Rate (per yd.)	\$3.55	
Surcharge:	$340.67/315.98 \times .10 \times 3.55 - (.10 \times 3.55) =$	
	\$	.0254

The surcharge/credit shall be rounded to the nearest cent, which in this example would result in a \$.03 per cubic yard surcharge.

PERFORMANCE BOND REQUIREMENT

The Annual Performance Bond due to the Authority from the Contractor is calculated as:

Gross Annual Revenues (Minus Disposal Fees paid to the Authority) x 1/3 = Performance Bond Required

Sample Performance Bond Requirement

Gross Revenue	\$2,450,000
Less Disposal Fees	<u>750,000</u>
	\$1,700,000

Annual Performance Bond Requirement = $0.3333 \times \$1,700,000 = \$566,667$

MONTHLY FINANCIAL REPORTING FORMAT

The Contractor shall submit to the Authority within forty-five (45) days of the end of each month a revenue statement prepared in accordance with general accepted accounting standards for each residential and commercial operation within each Service Area. Therefore, if a Contractor has two (2) Service Areas, four (4) separate monthly statements will need to be submitted: two (2) residential and two (2) commercial.

The Contractor shall disclose all methods of allocations used to distribute revenues between Service Areas and/or commercial and residential operations. The disclosure shall be in narrative form and include the basis for the allocation method.

The required format for monthly financial statement reporting in accordance with this Franchise Agreement is shown below.

(Contractor)

Statement of Revenues and Disposal Expenses

(Residential or Commercial) Service Area X
For (month, year) ended (month, year)

Revenues:

(list by type - commercial and residential,
including collection rates, container rental,
special service rates, etc.)

\$ _____

Total Revenue:

\$ _____

Disposal Expenses:

Disposal fees paid to the Authority

\$ _____

Net

\$ _____

Franchise Fees (Net x .03%)

\$ _____

"The Accompanying Notes are an Integral Part of this Statement"

AUTHORITY PUBLIC DROP-OFF RECYCLING CONTAINERS

SERVICE AREA 2 ALL CONTAINERS ARE 8CY UNLESS NOTED						
Organization	Address	City/Zip	District/Num	Service/Days	Frequency	Qty
Atlantic Property & Equipment	4601 10th Ave N	Lake Worth, FL 33463		Tues	1	1
Belks Convenience Store	300 Swain Blvd		Greenacres	Tues	2	1
Congress Park	2326 Congress Ave		Palm Springs	Tues - Fri	2	1
Crown Plaza	6430 Melaleuca Ln	Greenacres, FL 33463	Greenacres	Mon-Thurs	2	1
Don Ramon's Restaurant	7101 Dixie Hwy S		West Palm Beach	Tues - Fri	2	1
Duthie-FreemanCentre Condo	4400-4401 Charlotte St	Lake Worth, FL 33461		Tues	1	1
Family Matters (WIC, Lantana)	1216 Lantana Rd W	Lantana, FL 33462	Lantana	Tues - Fri	2	1
Flagler Square	1860 Forest Hill Blvd	Lake Clarke Shores, FL 33406	Lake Clarke Shores	Thurs	1	1
Fortune Way G Building	11320 Fortune Circle	Wellington, FL 33414	Wellington	Tues	1	1
Fun Depot	2001 10th Ave N	Lake Worth, FL 33461	Lake Worth	Tues - Fri	2	2
Gaslight Business Park Condo Assoc Inc	1937 10th Ave N	Lake Worth, FL 33467	Lake Worth	Tues - Fri	2	2
Gonz Collision Center	1401 Dixie Hwy N		Lake Worth	Tues - Fri	2	1
Greenacres, City of	2995 Jog Rd	Greenacres, FL 33463	Greenacres	Mon	1	1
Hoffmans Chocolate	145 Swain Blvd	Greenacres, FL 33463	Greenacres	Mon-Thurs	0	0
Hoffmans Chocolate	5190 Lake Worth Rd	Greenacres, FL 33463	Greenacres	Mon-Thurs	2	2
Hotshots Paintball	16169 Southern Blvd	Loxahatchee Groves, FL 33470	Loxahatchee Groves	Tues	1	1
Lake Worth Commerce Center	1100 Barnett Dr	Lake Worth, FL 33463	Lake Worth	Tues - Fri	2	2
Lake Worth Professional Plaza	5311 Lake Worth Rd	Greenacres, FL 33463	Greenacres	Tues	1	1
Lantana Municipal Beach	100 Ocean Ave	Lantana, FL 33462	Lantana	Tues	2	1
Leisureville Press	635 Gator Dr	Lantana, FL 33462	Lantana	Tues - Fri	2	1
Lion Country Safari	2003 Lion County Safari Rd	Loxahatchee, FL 33414		Tues - Fri	2	3
Locks of Love	2925 10th Ave N	Palm Springs, FL 33461	Palm Springs	Tues	1	1
Padron Industrial Plaza	3395 Lake Worth Rd		Palm Springs	Tues	1	1
Palm Beach State College	4200 Congress Ave	Lake Worth, FL 33461		Tues - Fri	2	6
Palm Beach State College	15845 Southern Blvd			Tues - Fri	2	1

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SERVICE AREA 2 ALL CONTAINERS ARE 8CY UNLESS NOTED						
Organization	Address	City/St/Zip	District/Num	Service/Days	Frequency	Qty
Palm Coast Plaza	3044 Military Trl S	Lake Worth, FL 33463		Tues - Fri	0	0
PBC - Fire Rescue Station #21D(Loxahatchee)	14200 Old Okeechobee Blvd	Loxahatchee Groves, FL 33411	Loxahatchee Groves	Tues - Fri	2	2
PBC - Fire Rescue Station #35D(Lantana)	2501 Lantana Rd W	Lantana, FL 33462		Tues - Fri	2	2
Palm Springs Commerce Center	3281 Lake Worth Rd		Palm Springs	Tues - Fri	2	1
Royal Palm Professional Center	11440 Okeechobee Blvd	Royal Palm Beach, FL 33411	Royal Palm Beach	Tues	1	1
Shoppes at Chancellor	12020 South Shore Blvd #400	Wellington, FL 33414	Wellington	Tues - Fri	1	2
SWA CCTS	1810 Lantana Rd	Lantana, FL 33462		Tu-Thu-Fri	3	4
The Marketplace	7350 Lake Worth Rd	Lake Worth, FL 33463		Tues - Fri	2	2
Vi at Lakeside Village	2792 Donnelly Dr	Lake Worth, FL 33462		Tues - Fri	2	1
Village Walk of Wellington	2500 Village Walk Cir	Wellington, FL 33414	Wellington	Tues	1	1
Wellington Land Development	11101 Crown Way S		Wellington	Tues - Fri	2	2
Woodlake Plaza	5815-5901 Lake Worth Rd	Greenacres, FL 33463	Greenacres	Tues - Fri	2	2
Total Containers						55

MOBILIZATION AND PREPARATION

Task	Completion Deadline
Submit Residential Curbside Routing to SWA for review and approval	6/7/19
Provide SWA with truck orders or verification of vehicle source(s)	6/14/19
Hire operations manager, supervisors and provide verification to SWA	8/23/19
Secure container source and provide verification to SWA	8/23/19
Equipment yard and office sited and set up	8/23/19
Office and accounting staff hired and in place	8/23/19
Maintenance staff hired and in place	8/23/19
Disposal bond in place with SWA for October 1, 2019	8/23/19
Provide transition report to SWA outlining plan to minimize disruptions during transition period	9/2/19
Secure vehicles	9/2/19
Supervisors run routes	8/26/19 through 9/01/19
Disclosure notices mailed to commercial customers	8/29//19
All Drivers hired and in place	9/07//19
Drivers and Supervisors run routes	9/10//19 through 9/29/19

Monthly Subcontractor/Supplier Utilization Report

EXHIBIT H

[illegible]

Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Equal Business Opportunity Program at (561) 640-4000.

ROLE	FEDERAL IDENTIFICATION NUMBER	BUSINESS NAME	S/M/WBE CERTIFIED (Y/N)	DESCRIPTION OF WORK	TOTAL PROJECT AMOUNT	AMOUNT PAID DURING REPORTING PERIOD	INVOICE #	TOTAL PAID TO DATE
PRIME CONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
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SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
Total Paid to Date for All Subcontractors					\$	\$		\$

SECTION III - AFFIDAVIT

I hereby affirm that the information on this form is true and complete to the best of my knowledge.

Prime Contractor Authorized Personnel
(Signature)

Prime Contractor Authorized Personnel (Print)

Title

Date _____

Monthly Subcontractor/Supplier Utilization Report (Continued)

Please review instructions to complete this form.

SECTION I : GENERAL INFORMATION

1. **Project Name:** Enter the entire name of the Project.
2. **Contract Number (work order):** Enter the Authority contract number and work order number
3. **Report Number:** Enter the Monthly Subcontractor/Supplier Utilization Report number.
4. Reports must be in a numerical series (i.e., 1, 2, and 3).
5. **Reporting Period:** Enter the beginning and end dates for which this report covers (i.e., 06/01/2019-07/01-2019)
6. **S/M/WBE Contract Goal:** Enter the S/M/WBE Contract Goal on entire contract.
7. **Contract Completion Date:** Enter the expiration date of the contract, (not work order).
8. **Prime Contractor Name:** Enter the complete legal business name of the Prime Contractor.
9. **Prime Contractor Street Address:** Enter the mailing address of the Prime Contractor.
10. **Prime Contractor Phone Number:** Enter the telephone number of the Prime Contractor.
11. **Prime Contractor Email Address:** Enter the email address of the Prime Contractor.
12. **Project Manager (PM) Name:** Enter the name of the Project Manager for the Prime Contractor on the project.
13. **PM Telephone Number:** Enter the direct telephone number of the Prime Contractor's Project Manager.
14. **PM Email Address:** Enter the email address of the Prime Contractor's Project Manager.

SECTION II : UTILIZATION INFORMATION

15. **Federal Identification Number:** Enter the Federal Identification Number of the Subcontractor/Supplier(s)
16. **Business Name:** Enter the complete legal business name of the Subcontractor/Supplier(s)
17. **S/M/WBE Certified (Yes/No):** Enter "yes" or "no" to indicate if the subcontractor is S/M/WBE Certified
18. **Description of Work:** Enter the type of work being performed by the Subcontractors/Supplier(s) (i.e., electrical services).
19. **Total Project Amount:** Enter the dollar amount allocated to the Subcontractors/Supplier(s) for the entire project (i.e., amount in the subcontract agreement).
20. **Amount Paid During Reporting Period:** Enter the total amount paid to the Subcontractor/Supplier(s) during the reporting period.
21. **Invoice Number:** Enter the Subcontractor/Supplier's invoice number related to the payment reported this period.
22. **Total Paid (to Each Subcontractor) to Date:** Enter the total amount paid to the Subcontractor/Supplier(s) to date.
23. **Total Paid to All Subcontractors to Date:** Enter the total amount paid to all subcontractors during reporting period.

SECTION III: AFFIDAVIT

24. **Affidavit:** Statement attesting to the contents of the report.
25. **Prime Contractor Name Authorized Personnel (signature):** Signature of the employee that is authorized to execute the Subcontractor/Supplier Utilization Report.
26. **Prime Contractor Name Authorized Personnel (print):** Printed name of the employee that is authorized to execute the Subcontractor/Supplier Utilization Report.
27. **Title:** Enter the title of authorized employee completing the Monthly Subcontractor/Supplier Utilization Report.
28. **Date:** Enter the date of submission of the Subcontractor Utilization Report to the Authority.



Change To Utilization Plan

EXHIBIT I

SOLICITATION INFORMATION

Instructions: List all changes in the use of certified or non-certified Subcontractors/Suppliers in relation to the Prime Contractor's original Utilization Plan or latest Change to Utilization Plan approved by the Equal Business Opportunity Office (EBO) for the contract listed below.

Name of Prime Contractor:

Contract Name:

ORGANIZATION STATUS

All sections of the following table must be completed.

Role	Name of Firm	Certifications (S/M/WBE)	New*/Remove**/Change Value	Estimated Total Contract Value (\$)	NIGP Code (5-Digit)	Start Date (New Sub Only)
SUB				\$		
SUB				\$		
SUB				\$		
SUB				\$		
SUB				\$		

**IF A NEW FIRM IS ADDED TO THE CONTRACT, ENSURE THEY ARE REGISTERED AS A VENDOR WITH THE AUTHORITY. IF REMOVING/REDUCING THE DOLLAR VALUE FOR A FIRM, ATTACHED DOCUMENTATION ESTABLISHING THAT THE FIRM WAS NOTIFIED AND EVIDENCE OF JUSTIFICATION FOR REQUEST.

Note: If the Subcontractor changes listed on this document result in not meeting the subcontracting goal for this contract, you will be contacted by the EBO for further action.

JUSTIFICATION FOR ALL CHANGES TO UTILIZATION

BIDDER/PROPOSER SIGNATURE

I hereby affirm that the above information is true and complete to the best of my knowledge and belief. I possess internal documentation from all proposed new Subcontractors/Suppliers confirming their intent to perform the scope of work for the price indicated above. All Subcontractors/Suppliers removed or reduced in dollar value have been notified of the change in writing. I understand and agree that if this change to utilization is approved, this document shall be attached there to and become a binding part of the contract.

Prime Contractor's Authorized Agent

Name (Print)

Date

Equal Business Opportunity Office

Sign & Date

Approved/Denied



Post-Award Vendor Subcontracting Waiver Request

DATE: _____

CONTRACT INFORMATION					
Contract Title:					
Contract #:					
Prime Contractor:					
Contact Person:		Phone #:		Email:	
RATIONALE FOR WAIVER					
The purpose of this waiver is to specify the good faith efforts made in meeting the required subcontracting goal(s) for this project. The prime contractor is required to submit a <i>change to the Utilization Plan</i> (if not previously submitted) with this <i>Post-Award Subcontracting Waiver Request Form</i>.					
1a. Select the statement below that best explains why the required subcontracting goal(s) were not met: (Check all that apply)					
☐	The Authority issued a change order that limited subcontracting opportunities of the scope of work causing the subcontracting goal(s) to not be met				
☐	The Authority issued a change order that required expedited completion of the scope of work, and causing the subcontracting goal(s) to not be met				
☐	The S/M/WBE previously selected for utilization is not available to perform the scope of services and could not be replaced with another S/M/WBE that could perform the scope of work				
☐	The S/M/WBE previously selected for utilization is no longer certified in accordance with the Equal Business Opportunity Program Policy and could not be replaced with another S/M/WBE that could perform the scope of work				
☐	There were other issue(s) that resulted in the subcontracting goal(s) not being met				
1b. In the box below, please provide further detail for each statement selected above.					

Post-Award Vendor Subcontracting Waiver Request

2. List and explain all communication efforts between your firm and each potential S/M/WBE subcontractor related to participation on this contract. Attach all support documentation (i.e. emails, call logs, and faxes) to verify communication. In addition, provide response(s) from the S/M/WBE subcontractor(s). (Attach additional page, if necessary.)

3a. Select the statement that best describes other good faith efforts made: (Check all that apply)

☐	Helped a vendor become a certified S/M/WBE so they could become a subcontractor on the project
☐	Offered joint check services or bonding assistance for lines of credit to S/M/WBE subcontractors
☐	Advertised and contacted certified firms using S/M/WBE Certification lists from the website, trade organizations, professional organizations, and others
☐	Other:
☐	N/A – No Good Faith Effort attempted

3b. In the box below, please provide further details for each statement selected above and attached support documentation.

AFFIRMATION

The undersigned does hereby declare that the statements contained herein and all documentation provided are true, accurate and complete and include all material information necessary to determine compliance with the Equal Business Opportunity Program Policy.

Signature

Name & Title (Print)

FOR EBO USE ONLY

	Waiver Status:	☐ Approved ☐ Denied
Signature		
Name & Title (Print)	Date:	

SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACT AGREEMENTS

The following Subcontract Agreements are attached:

A-1 Balers & Compactors, LLC

AA Staffing Firm

Bergowe, Inc. d/b/a OMEX of South Florida

Coastal Waste & Recycling of Palm Beach County, LLC

CS Hauling Services, LLC

Everglades Trading and Office Supply, LLC

Mako Hose & Rubber Co.

Rolando's Compactors, Inc.

123 Wash, Inc. d/b/a Superior Wash



YOUR PARTNER FOR
SOLID WASTE SOLUTIONS

INVITATION TO BID

FOR

SOLID WASTE AND RECYCLING COLLECTION SERVICES
SERVICE AREAS 1 THROUGH 4

BID NO. 19-402/SLB

SEPTEMBER 2018

*SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FLORIDA 33412
(561) 640-4000*



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SOLID WASTE AND RECYCLING COLLECTION SERVICES
GENERAL TERMS AND CONDITIONS

These documents constitute the complete set of Bid terms, conditions, specifications and forms. Unless specifically referred to herein Solid Waste Authority's (AUTHORITY) Purchasing Manual is not applicable to this procurement. It is the sole responsibility of the BIDDER to insure that all pages of these documents are included. BIDDERS are advised to closely examine this package. All questions and communications concerning this procurement process shall be directed in writing to Mrs. Sandra L. Brady, Director of Purchasing Services, 7501 North Jog Road, West Palm Beach, FL 33412 or via electronic mail to sbrady@swa.org, or by facsimile to 561-640-3400.

Should revisions to the Bid become necessary, the Solid Waste Authority (AUTHORITY) will issue a written addendum. All addenda must be acknowledged. Your Bid may be rejected as non-responsive if you have failed to submit a Bid without an addendum acknowledgement for all addenda. Addenda may be downloaded from the AUTHORITY'S website at www.swa.org. The AUTHORITY provides this website as a courtesy only and assumes no direct or implied responsibility for omissions which materially affect your Bid submittal.

It is the BIDDERS sole responsibility to contact the AUTHORITY no less than five (5) calendar days prior to the Bid opening date to ascertain whether any addenda have been issued. Failure of the BIDDER to make this inquiry could result in its bid response being non-responsive in the event addenda were issued and not acknowledged by the BIDDER in their response. Receipt of all addenda shall be acknowledged by the BIDDERS on the Addendum Acknowledgment Form and submitted in the Pre-Qualification Envelope. No addendum will be issued later than five (5) calendar days prior to the date for receipt of Bids except an addendum withdrawing the Bid or one that includes postponement of the date for receipt of Bids.

In accordance with the provisions of American with Disabilities Act, this document may be requested in an alternate format.

All Bid Forms and pre-qualification documents must be executed and submitted in sealed envelopes as instructed in the General Terms & Conditions. The face of the main sealed envelope (*envelope will be provided at the pre-bid conference*) shall contain BIDDER'S name and return address, date and time of Bid opening, Bid number and title. Bids not submitted on the enclosed Bid Forms shall be rejected.

By submitting a Bid the BIDDER agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Submittal of a Bid in response to this Invitation to Bid constitutes an offer by the BIDDER which offer may not be withdrawn except as may be provided for herein. Bids which do not comply with these requirements may be rejected at the option of the AUTHORITY. The selected awardee is hereby placed on notice that acceptance of this Bid by the Governing Board of the AUTHORITY shall constitute a binding contract.

Anti-Collusion: By signing the Bid Form BIDDER certifies that BIDDER has not divulged, discussed, or compared this Bid with other BIDDERS and has not colluded with any other BIDDER or parties to a Bid. Any violation of this provision will result in the cancellation and/or return of BIDDER'S materials (as applicable) and the removal of BIDDER from the Bid list(s).

1. **EXECUTION OF BID:** Bid must contain an original manual signature, in ink, of an authorized representative who has the legal ability to bind the BIDDER in contractual obligations. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by BIDDER to any part of the Bid must be initialed in ink.
2. **BID DEADLINE:** Bids are due in Purchasing Services, First Floor West, at the AUTHORITY'S Administrative Offices located at 7501 North Jog Road West Palm Beach, Florida 33412, on the date and at the time specified in the Invitation to Bid. The Bid time must be and shall be scrupulously observed. It is the BIDDER'S sole

responsibility to assure that its Bid is complete and delivered at the proper time and place of the Bid deadline. Bids which for any reason are not so delivered will not be considered. Such Bids will be returned unopened. Offers by facsimile, telephone, or electronic means are not acceptable. A Bid may not be altered by the BIDDER after the Bid deadline.

3. **PROCUREMENT SCHEDULE:** A summary schedule of the major activities associated with the AUTHORITY'S procurement process for this Invitation to Bid is presented in Table 3-1. The AUTHORITY, at its sole discretion, may modify the schedule as it deems appropriate. The AUTHORITY will provide notification of any changes in association with submittal dates by written addenda in accordance with the General Terms and Conditions.

TABLE 3-1

NO.	ACTIVITY	DATE
1	Issue Invitation to Bid (ITB)	September 24, 2018
2	Mandatory Pre-Bid Conference #1	October 2, 2018
3	Last Date for Authority to receive inquiries - Pre-Bid Conference #1	October 5, 2018
4	Issue Pre-Bid Addendum #1 - Minutes & responses to inquiries	October 12, 2018
5	Mandatory Pre-Bid Conference #2	October 17, 2018
6	Last Date for Authority to receive inquiries - Pre-Bid Conference #2	October 19, 2018
7	Issue Pre-Bid Addendum #2 - Minutes & responses to inquiries	October 24, 2018
8	Bids Due	December 4, 2018
9	Pre-Qualification Committee Meeting – Results Posted	December 11, 2018
10	Pre-Qualification Results Posted - End of 5-day Protest period	December 17, 2018
11	Sealed Bids Opened – 9:00 a.m. - Awards Posted	January 8, 2019
12	Board Approval of Contract Hearing of any Bid Protests	February 13, 2019
13	Services start	October 1, 2019

4. **TAXES:** The AUTHORITY is exempt from Federal Excise and State Sales taxes. Vendors or contractors doing business with the AUTHORITY shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the AUTHORITY unless an exemption is available to the vendor or contractor, nor shall any Vendor/Contractor be authorized to use the AUTHORITY'S Tax Exemption Number in securing such materials.
5. **DISCOUNTS:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for Bid evaluation purposes.
6. **MISTAKES:** BIDDERS are expected to carefully examine the specifications, Bid prices, extensions and all instructions pertaining to this Bid. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of arithmetic error(s), the unit price will prevail and the BIDDER'S total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. Bids having erasures or corrections must be initialed in ink by the BIDDER. Failure to do so will result in rejection of Bid.

7. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included by the BIDDER with the Bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this Bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general conditions in this Invitation to Bid are the only conditions applicable to this Bid and the BIDDER'S authorized signature on the Bid Form attests to this.
8. **INTERPRETATIONS:** All BIDDERS shall carefully examine the Invitation to Bid documents and attached proposed Franchise Agreement. Any ambiguities or inconsistencies shall be brought to the attention of the AUTHORITY in writing prior to the Bid deadline; failure to do so, on the part of the BIDDER, will constitute an acceptance by the BIDDER of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the documents shall be requested in writing and received by the AUTHORITY, Friday, October 19, 2018 by 5:00pm. Inquiries shall be addressed to the Director of Purchasing Services. No person is authorized to give oral interpretations of or make oral changes to the Bid. Therefore, oral explanations or instructions given by any AUTHORITY agent before the Bid deadline are not binding and should not be interpreted as altering any provision of this document. BIDDER certifies that this bid is made without reliance on any oral representations made by the AUTHORITY or any other person. Any interpretation of, or changes to, the Bid will be made in the form of a written Addendum to the Bid.
9. **CONFLICT OF INTEREST:** All BIDDERS must disclose with their Bid the name of any officer, director, agent, or any relative of an officer, director or agent who is also an employee of the AUTHORITY. Further, all BIDDERS must disclose the name of any AUTHORITY employee who owns, directly or indirectly, an interest of five percent (5%) or more in the BIDDER'S firm or any of its subsidiaries.
10. **LEGAL REQUIREMENTS:** BIDDERS are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations and any AUTHORITY rules, that are applicable to the items being Bid. Lack of knowledge by the BIDDER shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.
11. **PUBLIC ENTITY CRIMES:** Pursuant to F.S. 287.133, as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
12. **AWARDS:** This Bid shall be awarded only to responsive and responsible BIDDERS, qualified to provide the services specified. As the best interest of the AUTHORITY may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or any combination thereof; to award to one or more vendors; to reject any or all Bids; to waive any minor irregularity in Bids received; and, at the AUTHORITY'S sole discretion, to request a re-Bid. Notwithstanding the above reservation of rights, the AUTHORITY anticipates making only one award per Service Area. Therefore, BIDDERS shall Bid on all line items within each Service Area in which they are interested. BIDDERS are cautioned to make no assumptions until the AUTHORITY has entered into a contract.

The Solid Waste and Recycling Collection Franchise Agreement is attached to this Invitation to Bid. The AUTHORITY will be under no obligation to make further revisions to the Agreement and the selected BIDDERS will be expected to execute the Agreement with no further negotiations or revisions except for the correction of scrivener errors and the incorporation of relevant information, such as contract prices. No exceptions to the Agreement including attachments will be considered or evaluated. The taking of any exceptions by a BIDDER may result in their Bid being judged non-responsive.

13. **COMMERCIAL NON-DISCRIMINATION POLICY:** It is the policy of the AUTHORITY not to enter into a contract or to be engaged in business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, subcontractors or commercial customers on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in relevant marketplace for Palm Beach County.
14. **CONTRACTUAL AGREEMENT:** The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract. The order of precedence will be the Franchise Agreement, Invitation to Bid, and general law. Any and all legal action necessary to enforce a contract will be interpreted according to the laws of Florida. The venue of any legal action related to this contract shall be in a state court of competent jurisdiction located in Palm Beach County, Florida.
15. **ADVERTISING:** In submitting a Bid, BIDDER agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval by the appropriate level of authority within the AUTHORITY.
16. **FACILITIES:** The AUTHORITY reserves the right to inspect the BIDDER'S facilities at any reasonable time, during normal working hours, with prior notice to determine that BIDDER has a bona fide place of business, and is a responsible BIDDER. Award recipients will be required to maintain an office in Palm Beach County in accordance with the requirements of the Franchise Agreement.
17. **DISQUALIFICATION OF BIDDER:** More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a BIDDER is involved in more than one Bid for the same work will be cause for rejection of all Bids in which such BIDDERS are believed to be involved. Reasonable grounds for believing that BIDDERS, who are planning a merger or are in the process of merging with or acquiring other BIDDERS, are not submitting bona fide or uncompromised Bids will be sufficient cause for rejection of all Bids in which such BIDDERS are believed to be involved. Any and all compromised Bids will be rejected if there is reason to believe that collusion exists between BIDDERS.
18. **GOVERNMENTAL RESTRICTION:** In the event that any governmental restrictions are imposed which would necessitate alteration of the performance of the services offered in this Bid prior to delivery, it shall be the responsibility of the BIDDER to notify the AUTHORITY at once. The AUTHORITY reserves the right to accept the alteration or to cancel the contract at no expense to the AUTHORITY.
19. **PUBLIC RECORDS ACT / INFORMATION DISCLOSURE TO THIRD PARTIES:**
 - A. Sealed bids, proposals, SOQs, or replies received by the AUTHORITY pursuant to a competitive solicitation are exempt from s.119.07(1) and s.24(a), Article I of the State Constitution until such time as the AUTHORITY provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, SOQs, or final replies, whichever is earlier. As such, the AUTHORITY shall not in any way be liable or responsible for the disclosure or result of disclosure of any submissions or portions thereof submitted in response to the Bid.
 - B. The law provides for certain exclusions to disclosure. If the BIDDER believes that some information contained in their Bids is exempt from disclosure, the BIDDER is instructed to label such information as confidential, specify the pertinent section of the public record law that justifies nondisclosure, and request in writing the AUTHORITY keep such information confidential and free from disclosure. The AUTHORITY reserves the right to make any final determination of the applicability of the public records law. In addition, all Bids received by the submission date will become the property of the AUTHORITY and will not be returned.

- C. Oral presentations, meetings where BIDDER(S) is/are answering questions, negotiations, and AUTHORITY meetings to discuss negotiation strategy are exempt from public access.
20. **DRUG-FREE WORK PLACE:** Preference shall be given to a business with Drug-Free Work Place (DFW) programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the AUTHORITY for the procurement of contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.
21. **FUNDING:** The obligations of the AUTHORITY under this award are subject to the availability of funds lawfully appropriated for its purpose.
22. **PERFORMANCE DURING EMERGENCY:** By submitting a Bid, BIDDER agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, the AUTHORITY shall be given "first priority" for all services under this contract. BIDDER agrees to provide all services to the AUTHORITY during and after the emergency/disaster at the terms, conditions, and prices as provided in this solicitation and with a priority above and preference over services to the private sector.
23. **PAYMENT:** The AUTHORITY or its designee will be responsible for the billing and collection of payments for Residential Solid Waste Collection Service. The Contractor shall be responsible for billing and collection of payments for Commercial Solid Waste Collection Service. Contractor shall also be responsible for billing and collection of payments for Special Services related to Residential Solid Waste Collection Service.
24. **PERMITS AND LICENSES:** The Contractor shall obtain, at their own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect throughout the Term of this Agreement. Any changes of the licenses or permits shall be reported to the AUTHORITY within ten (10) Business Days of the change. Failure to obtain and maintain all permits and licenses, including but not limited to any permit or license which may in the future be required by the AUTHORITY to engage in the business of Collection in Palm Beach County, shall constitute an event of default.
25. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful BIDDER is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful BIDDER'S sole direction, supervision, and control. The successful BIDDER shall exercise control over the means and manner in which it and its employees perform the work and in all respects, the successful BIDDER'S relationship, and the relationship of its employees, to the AUTHORITY shall be that of an Independent Contractor and not as employees or agents of the AUTHORITY.
26. **AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** All BIDDERS submitting a response to this Invitation to Bid agree that such response also constitutes a Bid to all government entities recognized under Florida law under the same terms and conditions, for the same prices and for the same effective period as specified in this Bid, should the successful BIDDER deem it in the best interest of their business to do so. The Agreement(s) resulting from this Bid in no way restricts or interferes with any other government entity's ability to re-solicit for any or all items specified in this Bid.
27. **EQUAL BUSINESS OPPORTUNITY PROGRAM:**
- A. The Governing Board of the AUTHORITY has implemented the Economic Inclusion Policy administered by the Equal Business Opportunity (EBO) Program Office to ensure that all segments of its business population, including, but not limited to small, local, minority, and women-owned businesses, have an equitable opportunity to participate in the AUTHORITY'S procurement process, in accordance with Section

6 of the Purchasing Manual, is incorporated herein. In addition, program tools and solicitation incentives are hereby referred to as the Affirmative Procurement Initiatives (API).

- B. Each solicitation will be evaluated to determine the appropriate Affirmative Procurement Initiatives (API) Program which will be outlined in detail in the Minimum Bidder Requirement D of this solicitation. Failure to meet the API requirement will deem the BIDDER'S response as non-responsive.

C. CONTRACTOR / VENDOR WAIVER REQUEST

1. If a BIDDER is unable to comply with the API requirements of this solicitation, BIDDER shall submit a request for a waiver or partial waiver at the time the Bid is due. The waiver request shall include specified documentation which demonstrates a Good Faith Effort (as defined in the Purchasing Manual, is incorporated herein) to comply with the requirements as described under the selected APIs. BIDDER shall use Bid Form 8 for this waiver request, which shall constitute part of your bid submittal.

2. Post-Award Vendor Subcontracting Waiver Request

If, after award of a contract, the contractor is unable to meet the participation requirements for S/M/WBEs specified at response submittal, the contractor must seek substitute or additional S/M/WBEs to fulfill the requirements; the requested substitution must be approved by the Coordinator of the EBO Office or designee and the Originating Department Director or designee. If, after reasonable Good Faith Efforts, the contractor is unable to find an acceptable substitute or additional S/M/WBE, a post-award waiver may be requested. The request shall document the reasons for the contractor's inability to meet the goal requirement. In the event the contractor is found not to have performed Good Faith Efforts in its attempt to find a suitable substitute for the initial S/M/WBE proposed utilization, the contract may, in the AUTHORITY'S sole discretion, be terminated for material breach. If the AUTHORITY terminates the contract, the AUTHORITY may then award the contract to the next lowest Responsible and Responsive BIDDER or, in the alternative, re-solicit the contract with the terminated vendor being disqualified from participation in the re-solicitation, or any other means at the sole discretion of the AUTHORITY. If requesting a post-award vendor subcontracting waiver, the vendor must request waiver of a specified subcontracting goal by submitting a Post-Award Vendor Subcontracting Waiver Request. Documentation and supporting evidence of all good faith efforts made to comply with the subcontracting goal must also be submitted.

28. **MANDATORY PRE-BID CONFERENCES:** There will be two (2) MANDATORY Pre-Bid conferences in the Auditorium of the AUTHORITY'S Administrative Offices located at 7501 N. Jog Road, WPB, FL 33412. The first conference will be on Tuesday, October 2, 2018 at 9:00a.m. EST. The second conference will be on Wednesday, October 17, 2018 at 9:00a.m. EST.

All potential BIDDERS or their representatives must attend both Mandatory Pre-Bid conferences. All potential BIDDERS must remain in attendance until the conclusion of each conference. The purpose of these mandatory pre-bid conferences is to explain the complex method of selection, to provide an overview of the service requirements in the franchise agreement, to highlight the difficulties of servicing certain geographic areas, to explain the disposal credit process, and to solicit comments. Potential BIDDERS that do not attend both conferences shall be disqualified from continuing in the competition and the AUTHORITY will not accept Bids from such disqualified BIDDERS.

29. **BID OUTLINE:** The unincorporated area of Palm Beach County has been divided into five (5) Service Areas for Residential and Commercial Solid Waste and Recycling Collection Services. This Invitation to Bid (ITB) is for Service Areas 1, 2, 3, and 4. The Scope of Work for Service Area 6 is not a part of this ITB, and will be solicited separately.

- For Residential Solid Waste and Recycling Collection Services the BIDDER is asked to Bid a per residential dwelling unit price (by type of service). The per cubic yard price for commercial service and the per pull price for commercial service has been established by the AUTHORITY.

- The estimated number of units is provided by the AUTHORITY.
- The Bid shall be based on service utilizing the AUTHORITY'S Transfer Station System (*location map enclosed*), the processing facilities at North Jog Road, and other facilities as may be designated by the Contract Administrator.

30. **BID BOND / SECURITY:** Each Bid must be accompanied by a Certified Cashier's Check or Surety Company Bid Bond in the amount of 2.5% of the highest amount bid by BIDDER for any service area. Only one Bid bond will be required regardless of the number of Service Areas Bid.

Failure by BIDDER to execute contract documents or to provide the necessary insurance and bond documents following award, as required herein and within the timeframes set forth herein, with respect to one or more Service Areas will entitle the AUTHORITY to retain the entire Bid deposit.

In the event a BIDDER declines an award (other than when the AUTHORITY is making offers under Section 32(c) in any Service Area, the AUTHORITY is entitled to retain the entire Bid deposit AND the BIDDER will not be awarded ANY Service Area in which that BIDDER may have the lowest Bid. The BIDDER will be completely removed from the entire matrix described in Section 32(c) and the award process will be restarted from the beginning, including a recalculation of the district award sequence for all four Service Areas.

Checks shall be made payable to the Solid Waste Authority of Palm Beach County. Unsuccessful BIDDER'S Bid deposit will be returned upon execution of a contract with the successful BIDDER. Under no circumstances shall the successful BIDDER start work until it has supplied an acceptable performance bond. If the successful BIDDER fails to supply a performance bond, as specified in the Bid, the AUTHORITY shall be entitled to retain the Bid deposit to rectify the BIDDER'S unacceptable performance.

31. **BID DEADLINE AND OPENING:** The Bid process consists of two phases. Phase 1 is the pre-qualification of interested BIDDERS and Phase 2 is the opening of the sealed Bid Form envelopes of the pre-qualified BIDDERS. All pre-qualification documentation and Bid Forms required for both phases shall be enclosed in the provided main Bid envelope and shall be due on Tuesday, December 4, 2018 by 2:00 p.m. The main Bid envelope will be opened at that time and contents will be logged in. The sealed envelopes containing the Bid Forms will not be opened at this time. The opening of the Bid Form envelopes of those BIDDERS that pre-qualified successfully will be publicly held on Tuesday, January 8, 2019 at 9:00 a.m.
32. **MINIMUM BIDDER REQUIREMENTS FOR PRE-QUALIFICATION:** Refer to the separate section titled "Minimum BIDDER Requirements for Pre-qualification". It contains the detailed instructions and pre-qualification forms that must be completed for submission on the Due Date.

**THE PRE-QUALIFICATION COMMITTEE MAY DISQUALIFY ANY BIDDERS
WHO MAKE EXAGGERATED OR MATERIALLY FALSE STATEMENTS**

33. **PRE-QUALIFICATION / AWARD:**
- a. The maximum number of Service Areas (Collection franchises) for Residential and Commercial Solid Waste and Recycling Collection Services that shall be awarded to any one BIDDER meeting the maximum qualifications shall be two (2) Service Areas excluding Service Areas 5 or 6. BIDDERS meeting the maximum qualification may elect to only be awarded one (1) Service Area. BIDDERS meeting the minimum qualifications but not the maximum qualifications shall be awarded only one (1) Service Area.
- If there is only one BIDDER pre-qualified for maximum award the AUTHORITY reserves the right to re-solicit Bids.
- b. No BIDDER or franchise holder may own or have a financial interest in more than ten percent (10%) of any other BIDDER or franchise holder whether such ownership is direct or through a parent, subsidiary or holding company or any other business entity.

- c. Collection franchises shall be awarded and the limitation on the number of franchises shall be determined in the following manner: All franchise Bids of BIDDERS meeting pre-qualification requirements shall be publicly opened on the announced day. All Bids posted will remain active, subject to paragraph four below in this Section 32(c), and will not be removed during the award process even if the providing BIDDER reaches its maximum limitation. The total amount of the franchise Bid shall be placed into a matrix consisting of the number of the franchise Service Areas on one axis and the names of the franchise BIDDERS on the other axis. When all pre-qualified Bids have been opened and the numbers placed into the matrix, the lowest franchise Bid for each Service Area shall be noted and all other Bids in each Service Area shall be assigned a ranking number as compared with the lowest Bid. (i.e., second lowest, third lowest, etc.) The difference between the lowest Bid and second lowest Bid in each Service Area shall be calculated and noted on the matrix. The first franchise Service Area to be awarded shall be that Service Area within which there is the greatest difference between the lowest Bid and the second lowest Bid. The next franchise Service Area to be awarded shall be that Service Area within which the next greatest difference appears, and the order of awarding Service Areas shall continue as determined by the descending order of the difference between the lowest and second lowest Bid.

In the event of a tie between two Service Areas, based upon the difference between the lowest Bid and second lowest Bid, the order of awarding the tied Service Areas shall go first to the Service Area with the lowest residential unit count which consequently would also be the highest cost per unit.

Any BIDDER that has reached the maximum or self-imposed maximum limitation as described in Section 32(c) above shall no longer be eligible for award of any additional Service Areas. In the event the lowest Bid in a subsequent Service Area to be awarded was submitted by a BIDDER who is no longer eligible, the next lowest eligible BIDDER shall be offered the opportunity to accept the franchise award at the dollar amount of the lowest Bid in that Service Area. If that BIDDER does not accept the award of the franchise at the dollar amount of the lowest Bid, then the next lowest eligible BIDDER shall be offered that opportunity, and this procedure shall continue until one of the eligible BIDDERS for that Service Area accepts the award at the lowest Bid price or until all of the eligible BIDDERS have been offered an opportunity and all have declined to accept.

Should no eligible BIDDER accept the lowest Bid price the Bid shall be eliminated from consideration and the next lowest Bid in that Service Area shall now be the lowest Bid. This process shall continue until the lowest Bid is either that of an eligible BIDDER or an eligible BIDDER has accepted the lowest Bid of an ineligible BIDDER, whichever occurs first.

In the event of any tie bids among the low bids of eligible bidders or among bidders that are being asked to accept the low bid of an ineligible bidder, the Service Area will be awarded based on the Best and Final Bid to be provided by the tied BIDDERS within 30 minutes of the request.

- d. The main Bid envelope shall be submitted to the AUTHORITY containing the Pre-Qualification Envelope and one (1) sealed Bid Form envelope for each Service Area bid. On the Due Date, the main envelope will be opened and all contents date stamped and logged in. The Bid Form envelopes shall not be opened at this time.
- e. A five person Pre-Qualification Committee composed of four AUTHORITY staff members and one member of the AUTHORITY'S Citizens Advisory Committee, shall examine the documentation submitted in the Pre-Qualification Envelopes to determine the responsiveness and responsibility of each BIDDER. Any BIDDER found non-responsive and/or not meeting qualifications, by majority vote, shall have their collection franchise Bid Form envelopes returned unopened.

The Pre-Qualification Committee will base its recommendations principally on the submitted documents and a check of the references provided with the Bid. However, the Committee reserves the right to make additional inquiries, interview some or all BIDDERS, make site visits, obtain credit reports, or any other

action it deems necessary to fairly evaluate all BIDDERS. The Committee may at its sole discretion reject a BIDDER, pre-qualify a BIDDER for all of the BIDDER'S requested Areas or pre-qualify a BIDDER only for some of the BIDDER'S requested Areas. The Pre-Qualification Committee will determine the capability of the BIDDER to service any combination of Service Areas and will set such BIDDER'S limitation of award by market share determined by residential units.

- f. There are no limits on the number of Service Areas for which a BIDDER may compete only on the number of Services Areas a bidder may be awarded.
- g. Those BIDDERS that successfully pre-qualify shall have their Bids opened publicly on the date and time specified in Table 3-1 at the AUTHORITY'S Administrative Office Building. Bids for Service Areas for which the BIDDER did not pre-qualify successfully will be returned unopened after awards are approved by the Board.

ATTENDANCE BY PRE-QUALIFIED BIDDERS AT THE BID OPENING IS MANDATORY. AN AUTHORIZED REPRESENTATIVE WHO HAS THE LEGAL AUTHORITY TO BIND THE BIDDER IN CONTRACTUAL OBLIGATIONS MUST BE PRESENT. THE AUTHORITY MAY OFFER AWARDS TO SECOND (AND POSSIBLY THIRD, FOURTH, ETC.) LOWEST BIDDERS AS STIPULATED IN SECTION 32(c) ABOVE. THE OFFERS WILL BE MADE IMMEDIATELY, AS NEEDED, AS THE AWARD PROCESS PROCEEDS.

OFFER/ACCEPTANCE/REJECTION LETTERS FROM THE SECOND, THIRD, ETC., LOWEST BIDDERS SHALL BE SIGNED WITHIN THIRTY MINUTES OF THE OFFER. FAILURE TO RESPOND TO AN OFFER WITHIN THE TIME LIMIT ALLOTTED WILL BE CONSIDERED A REJECTION OF THE AUTHORITY'S OFFER.

ACCEPTANCE OF AN OFFER TO PERFORM AT A LOWER BIDDER'S PRICE MEANS ACCEPTANCE OF EACH AND EVERY ONE OF THAT BID'S COMPONENTS (RESIDENTIAL AND COMMERCIAL) AND THEIR SUB COMPONENTS EXACTLY AS BID BY THE LOWER BIDDER.

BIDDERS ARE NOT ALLOWED TO SELECT SERVICE AREAS OR MAKE CHOICES EXCEPT WHEN AN OFFER IS MADE TO THEM BY THE AUTHORITY. THE ONLY CHOICE IS TO ACCEPT OR REJECT THE OFFER TO PERFORM SERVICES AT THE LOWER BIDDER'S PRICE IN THAT SERVICE AREA.

ONCE A SERVICE AREA HAS BEEN ACCEPTED BY A BIDDER, WITHDRAWAL SHALL NOT BE PERMITTED.

WITHDRAWAL OF ACCEPTANCE WILL RESULT IN THE LOSS OF BID SECURITY AND ADDITIONAL SANCTIONS PER SECTION 30 ABOVE.

PRE-QUALIFIED BIDDERS ARE EXPECTED TO COME TO THE BID OPENING FULLY PREPARED TO MAKE AN IMMEDIATE BUT PRUDENT BUSINESS DECISION TO ACCEPT OR REJECT THE PERFORMANCE OF SERVICES FOR THE RATES BID BY A LOWER PRICED BIDDER.

WARNING: THE AUTHORITY WILL STRICTLY ENFORCE ALL THE PROVISIONS OF THE RESULTING FRANCHISE AGREEMENTS INCLUDING LIQUIDATED DAMAGE CLAUSES FOR ANY SERVICE QUALITY PROBLEMS. FRANCHISEES SHALL NOT BE ALLOWED RATE INCREASES ON THE BASIS THAT THEY BID TOO LOW (*OR AGREED TO DO THE WORK FOR A LOWER BIDDER'S PRICE*). NON-PERFORMANCE DUE TO TOO LOW A BID SUBMITTED OR ACCEPTED SHALL RESULT IN CANCELLATION OF ALL RESIDENTIAL AND COMMERCIAL SOLID WASTE AND RECYCLING COLLECTION SERVICES FRANCHISE AGREEMENTS OF THE BIDDER.

34. **DISPOSAL COSTS:** Disposal cost figures are provided ANNUALLY by the AUTHORITY.
35. **SPECIAL SERVICES COST:** The cost of special services such as rolling out containers, back door service and others are set by the AUTHORITY and published in the Franchise Agreement section of the Bid.
- The per cubic yard price and per pull price for Commercial Solid Waste Collection Services are set by the AUTHORITY and published in the Franchise Agreement section of the Bid
36. **CONTAINER COSTS:** The AUTHORITY has set the monthly container maintenance fee for containers for both commercial and residential use. These rates are found in the Franchise Agreement section of the Bid.
37. **FRANCHISE AGREEMENT:** The Franchise Agreement section of the Bid fully describes the Residential and Commercial Solid Waste and Recycling Collection Services. A BIDDER needs to carefully read the entire document.
38. **PROTEST PROCEDURES:** The Bid consists of two phases: a pre-qualification phase and the franchise award phase. The results of each phase may be appealed as provided below. Any BIDDER aggrieved by a decision in the pre-qualification phase may request review of that decision informally in writing to the Director of Purchasing who shall attempt to resolve the complaint. Should the Director of Purchasing be unable to resolve the complaint, then the BIDDER may submit a formal protest.
- a. **Pre-qualification Recommendations:** The Pre-Qualification Committee's recommendations will be posted for review by interested parties on the AUTHORITY'S website at www.swa.org and at Purchasing Services for a period of five (5) calendar days.
- b. **Bid Protest Procedure for Pre-qualification Recommendation or Franchise Awards:** Any BIDDER aggrieved by the decision of the Pre-qualification Committee or the franchise award recommendation, as applicable, may appeal such decision/recommendation within five (5) calendar days of the date of posting by filing a formal written Protest with the AUTHORITY'S Director of Purchasing Services. Such formal written Protest must be received by the Director of Purchasing Services at 7501 N. Jog Road, West Palm Beach, Florida before 5:00 p.m. of the fifth calendar day following the posting of the Pre-qualification Committee's decision or franchise award recommendation, as applicable. Failure of the BIDDER to file a timely formal written Protest within the time specified shall constitute a waiver by the BIDDER of all rights to Protest. The formal written Protest must provide documentation which shall specify in detail the nature of the grievance and the grounds upon which any relief, modification or change is based. Such appeal shall also be addressed to the Chair of the Governing Board of the AUTHORITY with a copy to the AUTHORITY'S Executive Director. At the time of filing the formal written Protest, BIDDER shall post a bond payable to the AUTHORITY in an amount equal to \$10,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against them in the administrative hearing in which the action is brought and in any subsequent appellate court proceedings. The AUTHORITY'S Governing Board shall decide the appeal by written order within thirty (30) days of its receipt by the Chair of the AUTHORITY. Any decision of the Board unfavorable to the appellant may be submitted for review to the Circuit Court of Palm Beach County in accordance with the Florida Rules of Appellate Procedure.

Nothing contained in this Section shall limit or divest the Governing Board of the Solid Waste Authority of its authority pursuant to the Special Act or general law.

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39. **SUBMITTAL INSTRUCTIONS:** Bidder shall make sure that all documents are signed, addenda acknowledged, changes are initialed, envelopes identified with Bidder's name, and all envelopes sealed.
- a. **Pre-Qualification Envelope:** The following is to be submitted in the Pre-Qualification Envelope:
- Pre-qualification documents as required in the section titled "Minimum Bidder Requirements for Pre-qualification" (Requirements A – E)
 - Completed and initialed Addendum Acknowledgement Form
 - Bid Bond
 - Bid Form 4, S/M/WBE Subcontractor/Supplier Participation Schedule.
 - Bid Form 6, Statement of Intent to Perform as an S/M/WBE Subcontractor/Supplier Form for each SBE or M/WBE firm.
 - Bid Form 8, Subcontracting Goal – Waiver Request.
 - A copy of the certification letter or certificate as of proof of firm's current status.
 - Local Tax Receipt, *if applicable*
 - Drug-Free Workplace Form
 - Submit one (1) CD/DVD or USB drive containing all Pre-Qualification documents in Adobe PDF electronic format.
- b. **Bid Form Envelope:** The following is to be submitted in the Bid Envelope:
- Submit each Service Area's Bid Form in a separate sealed white #10 envelope. Use one envelope per Service Area. On each envelope affix the appropriate self-adhesive label provided.
 - Bid Form 5, S/M/WBE Subcontractor/Supplier Participation Schedule.
 - Bid Form 7, Statement of Intent to Perform as an S/M/WBE Subcontractor/Supplier Form for each SBE or M/WBE firm.
 - Submit one (1) CD/DVD or USB drive containing all Service Area Bid Forms and S/M/WBE Subcontractor/Supplier Participation Schedule in Adobe PDF electronic format.
- c. **Pre-Addressed Mailing Envelope:** Submit the Pre-Qualification Envelope and Bid Form Envelope(s) in the pre-addressed, green edged mailing envelope provided.
40. **COMPETENCY TO CONTRACT:** The BIDDER expressly recognizes, acknowledges, and agrees that the Solid Waste Authority of Palm Beach County is a legally constituted agency; that is, a dependent special district created by the Florida Legislature in Chapter 2001 - 331, Laws of Florida, as amended. Furthermore the BIDDER expressly admits, acknowledges, and recognizes the AUTHORITY'S jurisdiction and ability to enter into collection franchise agreements in Palm Beach County. The BIDDER hereby waives any legal causes of action regarding the AUTHORITY'S competency and/or ability to enter into solid waste collection franchise agreements.
41. **LOCAL BUSINESS PARTICIPATION:** The Governing Board of the AUTHORITY has made it a goal for this Agreement that the use of local businesses be maximized. For the purposes of this requirement, the term "local business" means a business which has a permanent place of business within the county and which holds a business tax receipt issued by the county that authorizes the business to provide the goods, services, or construction to be purchased and which business tax receipt is issued prior to the issuance of this Invitation to Bid. If the business is a joint venture/partnership, it is sufficient for qualification as a local business if at least one (1) of the joint ventures/partners meets the test set forth in this subsection. For the purposes of this requirement, having a "permanent place of business" within the county means having headquarters which are located within the county or a permanent office or other site located within Palm Beach County from which the local business will produce or provide a substantial portion of the goods or perform a substantial portion of the services to be purchased and which headquarters or office was in existence prior to the issuance of the Invitation to Bid. A post office box or location at a postal service center shall not constitute a permanent place of business.

Contractor shall prioritize the satisfaction of the S/M/WBE goals established in Section 42 of the Agreement. Upon satisfaction of the requirements of Section 42, Contractor shall prioritize the utilization of local businesses. For every procurement, Contractor shall contact local businesses that provide the supplies or services sought, assess their qualifications and interest to provide the supplies or services sought, and provide them with the opportunity to submit a quote, bid or proposal. Contractor shall thoroughly investigate the capabilities of local businesses and maintain documentary evidence that it did not reject local businesses without sound reasons. The Contractor agrees to maintain all relevant records and information necessary to document compliance with this contract for five (5) years following the term of this Agreement and shall allow the AUTHORITY to inspect such records upon request.

42. **LOBBYING:** BIDDERS are advised that the AUTHORITY'S Lobbyist Registration Policy prohibits a bidder or anyone representing the bidder from communicating, except in writing, with any AUTHORITY Governing Board member or AUTHORITY employee authorized to act on behalf of the Governing Board to award a particular contract regarding its bid, i.e., a "Cone of Silence".
43. **CONE OF SILENCE:** BIDDERS are advised that a Cone of Silence that prohibits any communication, except written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between BIDDERS or any person representing the BIDDERS and any member of the Solid Waste Authority Governing Board, their staff, any AUTHORITY employee authorized to act on behalf of the AUTHORITY to award the contract under this Bid, or any member of the selection committee authorized to evaluate the Bids is in effect.

The Cone of Silence shall be in effect as of the deadline to submit Bids even if Bid is withdrawn or is otherwise eliminated from consideration consistent with the procedures as outlined in this Bid. The Cone of Silence shall remain in effect until the Governing Board, or AUTHORITY staff, if authorized to act on behalf of the Board, awards or approves the contract, rejects all Bids or otherwise takes action which ends the solicitation process.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-Bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the Board and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between AUTHORITY employees and the intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and any AUTHORITY employee, or any written correspondence at any time with any AUTHORITY employee, Board member or Advisory board member, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The Governing Board by means of action taken at any properly noticed Governing Board meeting may invoke the cone of silence earlier than the time specified in this section for any procurement.

44. **OFFICE OF THE INSPECTOR GENERAL:** Palm Beach County has established the Office of the Inspector General, Ordinance (OIG) No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The Solid Waste Authority (AUTHORITY) has entered into an Inter local Agreement (ILA) for Inspector General Services. This agreement provides for the Inspector General to provide services to the AUTHORITY in accordance with the authority, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

45. SCRUTINIZED COMPANIES:

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

- B. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

46. THIRD PARTY BENEFICIARY DISCLAIMER: It is not the intention of these Bid documents to create third party beneficiary status in any person or entity that is not a direct party to the contract awarded as a result of a successful Bid, and no language in these Bid documents or the contract awarded pursuant to this Bid should be construed or interpreted as creating a third party beneficiary.

DISQUALIFICATION FOR INACCURATE INFORMATION: Any BIDDER who submits in its Bid to the AUTHORITY any information which is determined to be substantially inaccurate, incorrect, misleading, or exaggerated, shall at the sole discretion of the AUTHORITY be disqualified from consideration.

NOTE: ANY SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS (INCLUDING THE FRANCHISE AGREEMENT) ATTACHED HERETO WHICH VARY FROM THE ABOVE STATED GENERAL TERMS AND CONDITIONS SHALL HAVE PRECEDENCE.

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SOLID WASTE AND RECYCLING COLLECTION SERVICES

DEFINITIONS

The following definitions pertain to this section of the Bid:

BIDDER shall mean the company submitting the bid and its subsidiaries.

Current or Currently shall mean as of the Bid Due Date.

Exclusive Contract shall mean that the right to service the service area or franchise area is granted solely to the BIDDER and/or its subsidiaries and that the service area or franchise area is not subject to "open" collection.

Qualifying Commercial Collection Contracts shall mean current exclusive Commercial Solid Waste and Recycling Collection contract(s) for the purpose of demonstrating commercial collection experience.

Qualifying Residential Collection Contracts shall mean current exclusive Residential Curbside Solid Waste, Vegetative Waste, and Recycling Collection contract(s) for the purpose of demonstrating residential collection experience.

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SOLID WASTE AND RECYCLING COLLECTION SERVICES

ANNUAL COMMERCIAL CUSTOMER ESTIMATED REVENUE

The AUTHORITY has in its possession commercial customer lists from the current franchise haulers that have been used to establish the estimated commercial revenue printed on the Bid Forms. This information includes the following:

- Customer name, address, telephone number, contact information, container size and frequency of collection for front load solid waste, roll-off compactor, VIP, permanent roll-off and small commercial generator service.
- Commercial recovered materials service, which is not exclusive to this franchise. The estimated commercial revenue included on the Bid Form does not include commercial recovered material revenue.

Additionally, the AUTHORITY has in its possession customer lists for residential containerized service.

This detailed information will be made available at the Pre-Bid Meeting to those BIDDERS that desire it. BIDDERS are advised that this information was obtained by the AUTHORITY from the current haulers and is unaudited. This information is public information and is being provided as a courtesy only, and the AUTHORITY makes no claims of accuracy.

The AUTHORITY makes no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of any of the data provided, and BIDDERS should not rely on the data provided herein for any reason. The AUTHORITY explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. The AUTHORITY shall assume no liability for: 1) Any errors, omissions, or inaccuracies in the information provided regardless of how caused; or 2) Any decision made or action taken or not taken by any person in reliance upon any information or data furnished hereunder.

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SOLID WASTE AND RECYCLING COLLECTION SERVICES

SERVICE AREAS 1 - 4

MINIMUM BIDDER REQUIREMENTS

PRE-QUALIFICATION

BIDDER must prove to the satisfaction of the Pre-Qualification Committee that the BIDDER meets the minimum requirements as described herein. The BIDDER must submit all of the documentation and schedules required on the forms and in the format required. Documentation should be brief, organized, and clearly written.

The Pre-Qualification section consists of five (5) Requirements (labeled A-E). Detailed instructions and forms follow. BIDDER must submit responses on the enclosed forms and provide any requested supporting documentation.

Current Solid Waste Authority Franchise Haulers, Waste Management, Inc. of Florida, Republic Services, Advanced Disposal, and Waste Pro have satisfactorily demonstrated their capability to provide service under these Agreements, and are therefore deemed qualified for the maximum award. Therefore, current Franchise Haulers need not submit responses to Requirement A, but must submit responses to Requirements B through E: Financial Stability, Performance Bond, Insurance, and Drug-Free Workplace requirements.

BIDDER must demonstrate to the satisfaction of the Pre-Qualification Committee that the BIDDER has experience collecting solid waste and recyclable materials in a comparable manner as specified in this Invitation to Bid and meet all other requirements of the Bid. The Pre-Qualification Committee will base its pre-qualification decision on a thorough review of the information provided.

The Committee will evaluate the quantity and quality of the reference work. The Committee will telephone listed contacts and references to verify the information provided and to assess the quality of the work provided. Substandard work on past or current contracts is grounds for disqualification or limitation of award at the discretion of the Pre-Qualification Committee. The Committee will evaluate BIDDER'S submittal for completeness. Failure to submit all required information may be grounds for disqualification. Failure to demonstrate all of the requisite capabilities as required by this Invitation to Bid may result in disqualification or limitation of award at the discretion of the Pre-Qualification Committee.

The Pre-Qualification Committee cannot and will not use any information gained through its own research to improve the position of any BIDDER. It is the BIDDER'S sole responsibility to submit any and all pertinent pre-qualifying information with its bid submittal written in direct and unambiguous language.

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REQUIREMENT A - EXPERIENCE

Please note that all references to experience relate to the operating experience of the BIDDER. The Pre-qualification Committee will consider the experience of the BIDDER'S parent company and/or subsidiary companies. To ensure consideration of parent company experience, BIDDERS are encouraged to bid as the parent company, as in "All American Waste d/b/a Yankee Doodle Hauling". BIDDERS should provide appropriate parent company guarantees to ensure that they maximize their potential to qualify. In order to demonstrate acceptable experience, BIDDERS must demonstrate that they are currently servicing contracts and have been continuously doing so to the current date from the specified time in the past.

In order to qualify for award, the BIDDER must prove a minimum of three (3) years of current experience providing residential and commercial solid waste and recycling collection service.

Open market/solicitation contracts are not acceptable. Each of the referenced residential contracts must be an exclusive contract serviced by the BIDDER, must have a commencement date or a renewal date on or after October 1, 2015, and must currently be in service.

Qualifying for a Maximum Award

BIDDER must meet all maximum award qualification requirements listed below along with supporting documentation.

- a) BIDDER has three (3) years of experience as of the Bid Date in the collection business collecting both residential and commercial solid waste and recovered materials under Qualifying Residential or Commercial Contracts that meet the minimum requirements listed below;
- b) BIDDER is currently servicing a minimum of one (1) Qualifying Residential Collection Contract having a combined minimum of 60,000 curbside residential units;
- c) BIDDER is currently providing commercial service under a Qualifying Commercial Contract; and
- d) BIDDER satisfactorily meets all other requirements of the Invitation to Bid.

Qualifying Residential Contracts, either individually or in combination, must include the following: Residential Curbside solid waste, recycling, and vegetation. Qualifying Commercial Collection must include Commercial Containerized solid waste and recycling collection.

The Pre-Qualification Committee will evaluate the references provided on Forms A1 through A4. The Pre-Qualification Committee will determine if the BIDDER meets the requirements to qualify for a maximum award based on existing contracts, the number of years in the business, management experience, equipment list submitted to service customers for each service area and the quality of the work currently being performed. BIDDERS who are dissatisfied with the Pre-Qualification Committee's decision may file a protest in accordance with Section 38 of the General Terms and Conditions.

Required Submittals for a Maximum Award

BIDDERS must submit the following:

- 1) Completed Forms A1 and A2 listing one (1) or more current Residential and/or Residential/Commercial Contracts commencing or renewed on or before three (3) years prior to the bid due date.
- 2) Complete Form A3 for management team experience.
- 3) Complete Form A4 for list of equipment.

REQUIREMENT A - EXPERIENCE

Qualifying for a Limited Award

BIDDERS that do not meet the specific requirements for a maximum award or that in the eyes of the Pre-Qualification Committee have deficiencies in other areas will be limited by the Pre-Qualification Committee. BIDDERS seeking pre-qualification for a limited award must demonstrate that:

- a) BIDDER Currently has a minimum of one (1) year experience collecting both residential and commercial solid waste and recovered materials;
- b) BIDDER must submit a minimum of one (1) or more current exclusive curbside residential solid waste (20,000 curbside homes or more), vegetative waste, and recovered materials collection, and commercial solid waste and recovered materials collection services contracts;
- c) BIDDER management team must demonstrate their experience providing residential curbside, residential containerized, and commercial solid waste and recovered materials collection; and
- d) BIDDER meets all other requirements of the Invitation to Bid.

Qualifying Residential Contracts, either individually or in combination, must include the following: Residential Curbside solid waste, recycling, and vegetation. Qualifying Commercial Collection must include Commercial Containerized solid waste and recycling collection. Elements from multiple contracts may be combined to satisfy this criteria.

The Pre-Qualification Committee will evaluate the references provided on Forms A1 through A4. The Pre-Qualification Committee will determine if the BIDDER meets the requirements to qualify for a limited award based on existing contracts, the number of years in the business, management experience, equipment list submitted to service customers for each service area and the quality of the work currently being performed. BIDDERS who are dissatisfied with the Pre-Qualification Committee's decision may file a protest in accordance with Section 38 of the General Terms and Conditions.

Required Submittals for a Limited Award

BIDDERS must submit the following:

- 1) Completed Forms A1 and A2 listing one (1) current Residential and/or Residential/Commercial Contract commencing or renewed on or before one (1) year prior to the bid due date. BIDDERS should focus on their largest Qualifying Contract.
- 2) Complete Form A3 for management team experience.
- 3) Complete Form A4 for list of equipment.

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REQUIREMENT B - FINANCIAL STABILITY

BIDDER must demonstrate financial stability sufficient for the Pre-Qualification Committee to conclude that the BIDDER has the financial ability to service the Service Area(s) bid on for the term of the Franchise Agreement. The BIDDER must provide a statement of BIDDER'S financial stability, including information on current or prior bankruptcy proceedings. BIDDER must include a copy of the most recent annual financial report/annual audit/ 10K and the most recent 10Q, if applicable. Financial reports provided must include, at a minimum, the last three years' balance sheets, income statements and statements of cash flow for the Bidding Entity. BIDDERS that have less than three (3) years' experience must provide applicable statements for each year of operation.

In order to be compliant with this section, BIDDERS must provide the following:

- 1) A statement of financial stability including information as to current or prior bankruptcy proceedings and information on available Lines of Credit including current and historical outstanding balances.
- 2) A copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, *if applicable*.
- 3) The last three (3) years of financial reports, including at a minimum, balance sheets, income statements, and statements of cash flow, certified by an Accountant.
- 4) Letters of reference from lenders, financial institutions, and vendors that attest to the credit-worthiness of your company and/or their willingness to do business with your company. BIDDERS must provide letters of commitment from equipment suppliers to sell to BIDDER all trucks and containers required to perform the services or otherwise demonstrate the BIDDER'S ability to obtain the necessary equipment.

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REQUIREMENT C - BONDING COMPANY COMMITMENT

BIDDER must provide an irrevocable letter of commitment from a State of Florida licensed bonding company to provide a Performance Bond for services as bid. The bonding company shall be rated as stipulated in Section 23 of the Franchise Agreement included with this Invitation to Bid. The irrevocable letter of commitment must specifically accept the Performance Bond language stipulated by the AUTHORITY in this Invitation to Bid. In addition, it must accept the dollar amount of the Performance Bond as stipulated in the Franchise Agreement. However, for the purpose of this Invitation to Bid only, the dollar amount of the performance bond for each Service Area is provided below. There shall be a separate commitment (or one aggregate commitment) for each of the two (2) largest Service Areas for which the BIDDER has expressed the written intent to bid. Failure to secure an adequate dollar amount of Performance Bond for each of the largest two (2) Service Areas (or one aggregate commitment) will limit the BIDDER to the maximum dollar amount that the Performance Bond allows, provided that the BIDDER is qualified in all other respects as specified within this bid.

Performance Bond Requirements:

Service Area 1	\$3,300,000
Service Area 2	\$2,500,000
Service Area 3	\$3,300,000
Service Area 4	\$3,000,000

The actual amount of the Performance Bond that will be required upon execution of the Franchise Agreement(s) may be higher or lower depending on the awarded amounts and in accordance with Exhibit D of the Franchise Agreement.

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REQUIREMENT D – EQUAL BUSINESS OPPORTUNITY (EBO) PROGRAM

1.0 SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) PARTICIPATION:

- A. The Governing Board of the AUTHORITY has implemented the Economic Inclusion Policy administered by the Equal Business Opportunity (EBO) Program Office to ensure that all segments of its business population, including, but not limited to small, local, minority, and women-owned businesses, have an equitable opportunity to participate in the AUTHORITY'S procurement process. Refer to Section 6 of the Purchasing Manual, is incorporated herein. Small Business Enterprise (SBE) and Minority/Women Business Enterprise (M/WBE) is hereby mentioned as ("S/M/WBE") in the bid solicitation.
- B. In accordance with Section 6 of the Purchasing Manual, is incorporated herein the AUTHORITY is applying S/M/WBE Subcontracting Goals in this procurement. The AUTHORITY has set a 20% goal for Small/Minority/Women Business Enterprise (S/M/WBE) Subcontracting participation. Failure to meet the API requirement will deem the BIDDER'S response as non-responsive.

1.0.1 Affirmative Procurement Initiatives (APIs) for Commodities, Other Services & Trade Services

- 1) SBE Goal is ten percent (10%) of the total estimated dollar value of the AUTHORITY'S contract as further stipulated in this Section, Item No.: 1.0.3 "Calculating S/M/WBE Participation."
- 2) M/WBE Goal is ten percent (10%) of the total estimated dollar value of the AUTHORITY'S contract as further stipulated in this Section, Item No.: 1.0.3 "Calculating S/M/WBE Participation."

1.0.2 Subcontractor/Supplier Utilization Plan:

- 1) The BIDDER shall identify all certified SBE and M/WBE firms (including non-certified subcontractors/suppliers) which will be utilized as Subcontractors in this Procurement. The BIDDER must provide proof that each firm to be utilized as a prime or subcontractor is certified in accordance to the Equal Business Opportunity Program Policy. Each SBE or M/WBE subcontractor and prime shall be listed in the Subcontractor/Supplier Utilization Plan (as defined below) and shall be submitted with the Bid. The listing of S/M/WBEs in the Subcontractor Utilization Plan attached with each Bid shall constitute the BIDDER'S representation to the AUTHORITY that the certified firms are technically and financially qualified and available to perform the assigned work. Failure to provide complete and accurate information shall result in the Bid being deemed non-responsive.
- 2) The Subcontractor/Supplier Utilization Plan shall consist of the following documentation, which must be attached to the Bid:
 1. Bid Form 5, S/M/WBE Subcontractor/Supplier Participation Schedule.
 2. Bid Form 7, Statement of Intent to Perform as a S/MWBE Subcontractor/Supplier Form for each SBE or M/WBE firm.
 3. A copy of the certification letter or certificate as of proof of firm's current status.

NOTE: For an M/WBE prime, self-performed work will contribute toward participation the same as work subcontracted to an M/WBE Subcontractor firm. Also, an Awarded BIDDER and all subcontractors/suppliers shall register as a vendor with the AUTHORITY prior to notice to proceed.

REQUIREMENT D – EQUAL BUSINESS OPPORTUNITY (EBO) PROGRAM

- 3) If percentages vary between Bid Form 5 and Form 7, the percentages on Bid Form 7 will be used to determine participation. If Bid Form 7 is not signed by the subcontractor, participation attributed to the listed vendor will not be included even if they are listed on Bid Form 5. If no percentage is listed, submitting BIDDER will not receive credit for S/M/WBE participation. If a percentage range is provided for a particular subcontractor on the Statement of Intent to Perform as an S/M/WBE Subcontractor/Supplier, the higher determined percentage in the range will be used to calculate participation and therefore, effectively, represents the prime's commitment to the contract goal.
- 4) Any participation by firms identified as certified but determined by the AUTHORITY not to be certified in accordance with the Equal Business Opportunity Program Policy at the time of Bid submission will not count towards goal attainment. BIDDERS/PROPOSERS are strongly encouraged to contact the AUTHORITY'S Equal Business Opportunity Program Office at 561-640-4000 well in advance of the date set for receipt of Bids to allow sufficient time for review and determination of eligibility and business enterprise certification.
- 5) Contractor and each of its Subcontractors for this project shall register and/or maintain active status in the AUTHORITY'S Vendor Registration System.
- 6) The AUTHORITY will not execute an agreement for this project until the Contractor has executed an agreement with each of its S/M/WBE Subcontractors or suppliers with a contract term having the same as with the Agreement at a minimum.

1.0.3 Calculating S/M/WBE Participation:

- 1) The percentage of participation shall be calculated by dividing the actual payments made to local certified S/M/WBE firms providing goods and services and/or services necessary to support the required services under the agreement by the Net Revenue earned in the performance of this Agreement. Net Revenue shall be defined as Gross Revenue less the sum of the disposal charges billed to commercial customers, the disposal charges in excess of the residential credit incurred by the Contractor and paid to the AUTHORITY, and franchise fees paid to the AUTHORITY. Gross Revenue shall be defined as all revenue derived by the Contractor in performance of this Agreement, including but not limited to the monthly residential rates paid to the Contractor by the AUTHORITY, the commercial charges billed by the Contractor to the commercial customer, container maintenance charges, special services charges, and all other revenue received by the Contractor from any source in relation to this Agreement.
- 2) The goal is to encourage doing business with certified local S/M/WBE firms with certifications from any certifying organization in the State of Florida approved by the AUTHORITY. For the purpose of this requirement, an eligible local S/M/WBE firm included in the Contractor's plan submitted in response to the soliciting giving rise to this Agreement must have had a valid certification prior to the due date for responses to this Bid solicitation. Certified local S/M/WBE firms added after contract award must have a valid certification prior to the date upon which they are added. Furthermore, such firms shall be domiciled in Palm Beach County as defined in the AUTHORITY'S Purchasing Manual, Section 6, is incorporated herein, as of the aforementioned dates required for certification.

REQUIREMENT E - INSURANCE AND DRUG-FREE WORKPLACE

The insurance requirements are defined in Section 24 of the Solid Waste and Recycling Collection Services Franchise Agreement.

BIDDERS must complete and submit the attached Drug-Free Workplace form, if applicable.

In order to be compliant with this section, BIDDER must provide:

- 1) Proof of insurance (or letter of commitment from an insurance company to provide coverage) that meets or exceeds the requirements of the Franchise Agreement.
- 2) Completed Drug-Free Workplace form, if applicable.

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FORM A1
PRE-QUALIFICATION PROCESS
EXPERIENCE REQUIREMENTS

COMPANY/PARENT CORPORATE OFFICE:

Company Name: _____
Street Address: _____ City _____ St _____ Zip _____
Phone: (____) _____ Fax: (____) _____ Email: _____
Contact Name: _____
Phone: (____) _____ Fax: (____) _____ Email: _____

DISTRICT/LOCAL BIDDING COMPANY (The BIDDER)

Company Name: _____
Street Address: _____ City _____ St _____ Zip _____
Phone: (____) _____ Fax: (____) _____ Email: _____
Contact Name: _____
Phone: (____) _____ Fax: (____) _____ Email: _____

Award Qualification – check the award for which you seek to be qualified

- ☐ **MAXIMUM** – BIDDER may submit bids on all Service Areas (SA) and may be awarded franchises for no more than two (2) Service Areas.

BIDDER must meet all maximum award qualification requirements listed below along with supporting documentation.

- BIDDER has three (3) years of experience as of the Bid Date in the collection business collecting both residential and commercial solid waste and recovered materials under Qualifying Residential or Commercial Contracts that meet the minimum requirements listed below;
- BIDDER is Currently servicing one (1) or more Qualifying Residential Collection Contracts having a combined minimum of 60,000 curbside residential units;
- BIDDER is Currently providing commercial service under one Qualifying Commercial Contract;
- BIDDER satisfactorily meets all other requirements of the Invitation to Bid.

If applicable, identify any Service Area(s) on which you are not bidding: _____

If BIDDER wishes to self-limit, list the maximum number of Service Areas you wish to be awarded: _____

- ☐ **LIMITED** – BIDDER may submit bids on all Service Areas but may be awarded a franchise for no more than one (1) Service Area.

BIDDER must meet all requirements of the limited award qualification listed below along with supporting documentation.

- Bidding entity currently has one (1) year experience collecting both residential and commercial solid waste and recovered materials;
- Bidding entity must submit one (1) or more current exclusive curbside residential solid waste, vegetative waste, and recovered materials collection having a combined minimum of 20,000 curbside residential units, and commercial solid waste and recovered materials collection services contracts;
- BIDDER management team must demonstrate their level of experience providing residential curbside, residential containerized, and commercial solid waste and recovered materials collection; and
- BIDDER meets all other requirements of the Invitation to Bid.

FORM A2
PRE-QUALIFICATION PROCESS
EXPERIENCE REQUIREMENTS

Company/Bidding Entity: _____

Municipal/County Contract: _____
Name of Governmental Entity

Municipal/County Address: _____
Street City State Zip Code

Municipal/County Employee Responsible for Contract Compliance: _____

Above Employee's Phone: (____) _____ Fax: (____) _____ Email: _____

Term of Current Contract - Start Date: _____ End Date: _____

CURRENT LEVEL OF RESIDENTIAL COLLECTION SERVICE PROVIDED

Services Provided within Contract (check all that apply)	Type of Service	Number of Units Served	Frequency of Collection		
			1x per week	2x per week	Other
☐	Curbside Solid Waste				
☐	Curbside Recycling				
☐	Curbside Yard Waste				
☐	Containerized Solid Waste				
☐	Containerized Recycling				

CURRENT LEVEL OF COMMERCIAL COLLECTION SERVICE PROVIDED

Number of commercial MSW customers' _____

Total number of commercial cubic yards collected annually _____

Roll-off compactor/open top container service provided ☐ YES ☐ NO Annual cubic yards _____

Commercial recycling collection provided ☐ YES ☐ NO Annual cubic yards _____

Additional Comments: _____

By way of signature I verify that the above information provided is accurate and true to the best of my knowledge.

Print Name Title

Signature

NOTE: FOR EACH QUALIFYING RESIDENTIAL/COMMERCIAL CONTRACT SUBMITTED ON FORM A2, PLEASE ATTACH A PHOTOCOPY OF THOSE CONTRACT PAGES THAT CONTAIN THE FOLLOWING INFORMATION:

1. THE TITLE PAGE
2. THE PAGE THAT CONTAINS THE TERM OF THE CONTRACT – BEGINNING AND ENDING DATES
3. THE PAGE THAT CONTAINS THE SIGNATURES OF THE EXECUTING PARTIES

NOTE: The Pre-qualification Committee may disqualify any BIDDER that makes any exaggerated or false statements.

FORM A3
PRE-QUALIFICATION PROCESS
MANAGEMENT EXPERIENCE

Company's Management Team and Years of Experience

Provide a list of your management personnel that includes their title and responsibilities as it pertains to your current collection contracts. Attach resumes for each employee demonstrating their years of experience providing residential and commercial solid waste collection service. Attach additional sheets if necessary.

Management Employee 1

Name: _____ Title: _____

Responsibilities: _____

Management Employee 2

Name: _____ Title: _____

Responsibilities: _____

Management Employee 3

Name: _____ Title: _____

Responsibilities: _____

Management Employee 4

Name: _____ Title: _____

Responsibilities: _____

FORM A4
PRE-QUALIFICATION PROCESS
LIST OF EQUIPMENT

BIDDER Equipment List

Provide the list of equipment (including back up equipment) your company has dedicated for each Service Area for which you are submitting a bid. The information provided on this list will weigh heavily on the BIDDERS qualifications. The list must identify the collection equipment type and cubic yard size to be used for each collection service type as follows:

RESIDENTIAL CURBSIDE COLLECTION EQUIPMENT LIST

- (1) Solid Waste Collection Equipment
- (2) Recovered Materials Collection Equipment
- (3) Rear load Yard Waste Collection Equipment
- (4) Self-load (Clam Shell / Grappler) Collection Equipment

RESIDENTIAL CONTAINERIZED COLLECTION EQUIPMENT LIST

- (1) Solid Waste Collection Equipment Collection
- (2) Recovered Materials 96 Gallon Recycling Container Collection Equipment
- (3) Bulk Waste Collection Equipment (Clam Shell/Grappler)

COMMERCIAL COLLECTION EQUIPMENT LIST

- (1) Solid Waste Collection Equipment
- (2) Recovered Materials Collection Equipment

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SOLID WASTE AND RECYCLING COLLECTION SERVICES

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S Signature

Date

THIS FORM TO BE SUBMITTED WITH THE PRE-QUALIFICATION DOCUMENTS

BID FORM 4 - SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR/SUPPLIER PARTICIPATION SCHEDULE

SERVICE AREA _____

DATE

SOLICITATION INFORMATION

Contract #:					
Project Name:		Project Start Date:			
Project Location:					
Bidder/ Proposer:					
Address:					
Contact Person:		Email Address:		Phone #:	

ORGANIZATION STATUS

Business Association	Business Name	Type of Work to be Performed	NIGP Code	Certification Type	% of Work	\$ Amount
Prime Bidder/Proposer					%	\$ N/A
S/M/WBE Subcontractor					%	\$ N/A
S/M/WBE Subcontractor					%	\$ N/A
S/M/WBE Subcontractor					%	\$ N/A
S/M/WBE Subcontractor					%	\$ N/A
S/M/WBE Subcontractor					%	\$ N/A
TOTAL PARTICIPATION % & DOLLAR AMOUNT:					100%	\$ N/A
TOTAL CONTRACT AMOUNT:						\$ N/A

BIDDER/PROPOSER SIGNATURE

The listing of S/M/WBE(s) shall constitute a representation by the bidder/proposer to the Authority that the bidder/proposer believes such S/M/WBE(s) to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified. I certify that all information contained in this form is true and accurate to the best of my knowledge and will be relied upon when evaluating this solicitation.

Bidder/Proposer Signature

Name & Title (Print)

Date

THIS FORM TO BE SUBMITTED WITH THE PRE-QUALIFICATION DOCUMENTS

BID FORM 4 - SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR/SUPPLIER PARTICIPATION SCHEDULE

SERVICE AREA _____

Use to list additional subcontractors

ORGANIZATION STATUS						
Business Association	Business Name	Type of Work to be Performed	NIGP Code	Certification Type	% of Work	\$ Amount
Non S/M/WBE Subcontractor					%	\$ N/A
Non S/M/WBE Subcontractor					%	\$ N/A
Non S/M/WBE Subcontractor					%	\$ N/A
Non S/M/WBE Subcontractor					%	\$ N/A
Non S/M/WBE Subcontractor					%	\$ N/A
Non S/M/WBE Subcontractor					%	\$ N/A
Non S/M/WBE Subcontractor					%	\$ N/A
Non S/M/WBE Subcontractor					%	\$ N/A
Non S/M/WBE Subcontractor					%	\$ N/A
Non S/M/WBE Subcontractor					%	\$ N/A
Non S/M/WBE Subcontractor					%	\$ N/A
Non S/M/WBE Subcontractor					%	\$ N/A
Non S/M/WBE Subcontractor					%	\$ N/A
Non S/M/WBE Subcontractor					%	\$ N/A
Non S/M/WBE Subcontractor					%	\$ N/A
TOTAL PARTICIPATION % & DOLLAR AMOUNT:					100%	\$ N/A
TOTAL CONTRACT AMOUNT:					\$ N/A	

THIS FORM TO BE SUBMITTED WITH PRE-QUALIFICATION DOCUMENTS

BID FORM 6 – STATEMENT OF INTENT TO PERFORM AS A S/M/WBE SUBCONTRACTOR/SUPPLIER

SERVICE AREA: _____

SOLICITATION #: _____

CONTRACT #: _____

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the Bidder and owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor in accordance with the Solid Waste Authority of Palm Beach County's Equal Business Opportunity Program Policy: _____ Yes _____ No

_____ (Name of S/M/WBE Subcontractor/Supplier) agrees to perform work on the above contract as a (check one):

Individual

Partnership

Corporation

Other

The S/M/WBE subcontractor will enter into a formal agreement with _____
(Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with the Authority.

DESCRIPTION OF WORK TO BE PERFORMED & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work
1		\$ N/A	%
2		\$ N/A	%
3		\$ N/A	%
4		\$ N/A	%
TOTAL VALUE OF WORK		\$ N/A	%

S/M/WBE SUBCONTRACTOR/SUPPLIER SIGNATURE

I certify that all information contained in this form is true and accurate to the best of my knowledge and will be relied upon when evaluating this solicitation.

S/M/WBE Subcontractor (Signature)

Title

Name of S/M/WBE Subcontractor (Print)

Date

Prime Contractor (Signature)

Title

Prime Contractor (Print)

Date

THIS FORM TO BE SUBMITTED WITH PRE-QUALIFICATION DOCUMENTS

BID FORM 8 - SUBCONTRACTING GOAL – WAIVER REQUEST

SERVICE AREA _____

DATE: _____

CONTACT INFORMATION

Solicitation Title:			
Solicitation #:			
Prime Contractor:			
Contact Person:			
Phone No:		Email:	

GOOD FAITH EFFORT DOCUMENTATION

In the sections below, points will ONLY be awarded for fully satisfying the criteria. For more information on the Subcontracting Waiver Criteria or for assistance on completing the Subcontracting Waiver Request Form, please contact the EBO Office at (561) 640-4000. **Respondents must obtain a total of 70 points to receive a waiver approval.**

SECTION A – Sufficient Commercially Useful Work Identified to Meet Subcontracting Goal

25 points

Please provide documentation and supporting evidence to show how the criteria was fulfilled:

1. List the specific scope of work identified for each of the S/M/WBEs contacted
2. Ensure the scope of work identified for S/M/WBEs is greater than or equal to the subcontracting goal(s)
3. Additional comments, if any

Response:

Requirements:

1. Provide a list of elements of the scope of work, specifically referencing appropriate NIGP codes, and estimated percentages of subcontracting opportunities and estimated percentage of work to be self-performed by Respondent. Respondent must solicit a reasonable number of available S/WBE subcontractor that are capable of performing each type of work that Respondent is seeking to subcontract. No points will be awarded for this category if the respondent fails to list sufficient commercially useful subcontracting opportunities to meet the established goal.

THIS FORM TO BE SUBMITTED WITH PRE-QUALIFICATION DOCUMENTS

BID FORM 8 - SUBCONTRACTING GOAL – WAIVER REQUEST

SERVICE AREA _____

SECTION B – Initial Communications to Potential S/M/WBE Subcontractors Using Vendor Registration System (VRS) / Website or Other Certifying Entity’s S/M/WBE Directories

20 points

Please provide written documentation and supporting evidence to show how the criteria was fulfilled. Respondents will **ONLY RECEIVE POINTS** for this Section if **ALL REQUIRED DOCUMENTATION** listed above is included with the Subcontracting Waiver Request and if outreach occurred within the specified timeframe.

1. Contact at least three (3) S/M/WBEs, where available for each scope of work identified to be subcontracted in Section A (email/call logs/faxes)
2. Include current documentation of searches from Vendor Registration System (VRS) / Website or Other Certifying Entity’s S/M/WBE Directories
3. Notify S/M/WBEs at least ten (10) calendar days prior to the bid closing date
4. Additional comments, if any

Response:

Requirements:

1. Each subcontractor solicitation must be documented to have been sent by Respondent **no later than 10 calendar days** prior to the Authority’s bid due date, and to have been sent to the email address or fax number and contact person for the S/M/WBE firm that has been registered with the Authority or Certifying Entity in accordance with the Economic Inclusion Policy.
2. Each initial communication to potential S/M/WBE subcontractors by Respondent must contain in the subject line a reference to “subcontractor solicitation” as well as the name of the project and bid solicitation number as provided in the Authority’s bid solicitation.
 - o The body of each initial communication to S/M/WBE subcontractors from Respondent must contain a current web link to the Respondent’s own web page wherein its solicitation for subcontractors for various scopes of work for that specific prime contract are posted.
3. Respondent’s web posting must provide detailed instructions to prospective subcontractors as to the appropriate format and means for submitting a subcontract bid, as well as all information that is required for submitting a bid to the Respondent, including, but not limited to, Respondent’s contact information for subcontracting bid submittals, bid specifications for each element of subcontracted work, the bid due date for subcontractors, bonding and insurance requirements for subcontractors, and reference requirements.
4. For each category of work identified by Respondent as being available for subcontracting, copies of emails or fax correspondence to **no fewer than 3 certified S/M/WBEs**, where available as being able to perform that category of commercially useful work.

THIS FORM TO BE SUBMITTED WITH PRE-QUALIFICATION DOCUMENTS

BID FORM 8 - SUBCONTRACTING GOAL – WAIVER REQUEST

SERVICE AREA _____

5. Copies of email and/or fax records reflecting that each such subcontractor solicitation sent by Respondent was sent **no later than 10 calendar days** prior to the bid due date as established by the Authority, and that each such solicitation was sent to the fax number and/or email address and contact person for the S/M/WBE firm that has been registered with the Authority or Certifying Entity in accordance with the Economic Inclusion Policy as being capable of performing each such category of work.
6. Documents reflecting that the web link to the Bidder's web page contained in the initial communication was current and valid as of the date the communication was sent to prospective S/M/WBE subcontractors. (Printed web pages reflecting required information, the web page address and the date of printing may suffice.)

SECTION C – Follow-up Communications & Bid Negotiations with Potential Subcontractors

35 points

Please provide written documentation and supporting evidence to show how the criteria was fulfilled. Respondents will **ONLY RECEIVE POINTS** for this Section if **ALL REQUIRED DOCUMENTATION** listed above is included with the Subcontracting Waiver Request and if outreach occurred within the specified timeframe.

1. Follow up with S/M/WBEs at least three (3) calendar days prior to the bid closing date. **Note that an alternate form of communication is required from the communication methods used in Section B**
2. Document if a response was received from S/M/WBEs contacted. If a S/M/WBE submitted a bid, indicate negotiations and reasoning for not accepting the bid
3. Additional comments, if any

Response:

Requirements:

1. Communication log/spreadsheet documenting telephone/fax/email follow-up. This log/spreadsheet must include the Authority's eligible subcontractor's/supplier's company name, telephone number, email address, fax number, contact person, time, date, and result of the follow-up communication.
2. Respondent must follow-up with all solicited potential subcontractors/suppliers who have not responded to initial notification or must state reasonable basis for lack of follow-up action.
3. If Respondent does not receive feedback from initial communication or received notification that initial outreach was not successfully received (wrong or disconnected phone/fax/, email delivery failure), Respondent must show alternative methods of communication utilized for outreach.
4. Copies of all emails, faxes, subcontractor bid offers, Respondent's written responses to subcontractor bid offers, and other written communications exchanged between Respondent and prospective subcontractors during the bidding process must be provided.

THIS FORM TO BE SUBMITTED WITH PRE-QUALIFICATION DOCUMENTS

BID FORM 8 - SUBCONTRACTING GOAL – WAIVER REQUEST

SERVICE AREA _____

SECTION D - Attendance at Pre-Submittal Conference - Solid Waste Authority of PBC
Purchasing staff maintains documentation regarding attendance at the pre-submittal conference

5 Points

Please provide written documentation and supporting evidence to show how the criteria was fulfilled. Respondents will **ONLY RECEIVE POINTS** for this Section if **ALL REQUIRED DOCUMENTATION** listed above is included with the Subcontracting Waiver request and if outreach occurred within the specified timeframe.

1. Below, list the individuals from your firm that attended the pre-submittal conference

Response:

Requirements: Potential subcontractors/suppliers are encouraged to attend pre-submission meetings, which serve as an opportunity to meet prime Respondents. Respondents demonstrate attendance at pre-submittal conference by signing-in physically. No documentation other than list of company representatives in attendance are required by Respondent; the Authority shall maintain internal documentation.

SECTION E – Other Criteria (Bonding / Insurance / Supplier Credit Assistance

15 Points

Please provide documentation and supporting evidence to show how the criteria was fulfilled. To receive all 15 points, three (3) additional good faith efforts must be completed. Note the items below are recommendations of "Other Criteria." The Respondent may identify other good faith efforts in the area provided below (subject to approval):

1. Participate in a mentoring program in the Palm Beach, Broward or Miami-Dade Counties
2. Provide S/M/WBEs easy access to plans and specifications for S/M/WBEs
3. Host outreach events for S/M/WBEs in Palm Beach County in partnership with the Authority
4. Offer joint check services, bonding assistance or lines of credit to S/M/WBEs
5. Advertise and utilize member listings from multiple trade organizations and Chambers of Commerce
6. Other (Please list)

Response:

THIS FORM TO BE SUBMITTED WITH PRE-QUALIFICATION DOCUMENTS

BID FORM 8 - SUBCONTRACTING GOAL – WAIVER REQUEST

SERVICE AREA _____

Requirements:

1. Respondent provided subcontractors with detailed information on how, where (within Palm Beach County area) and when (during normal business hours) interested subcontractors may view or obtain the plans and specification for the project free of charge (on-site or via internet).
2. Respondent advertised for bids/quotes from interested S/M/WBE businesses not less than 10 business days prior to the Authority solicitation response deadline in one or more newspapers, trade association publications, minority- or trade oriented publications, newsletters, or trade websites.
3. Outreach to other organizations' Vendor Directories/Listings to contact certified S/M/WBEs who have been identified to perform Commercially Useful Functions for subcontracting work identified in the solicitation.
4. Assistance provided or offered to potential subcontractors/suppliers in obtaining bonding, lines of credit with suppliers or financial institutions, and insurance in connection with the bid solicitation.
5. Participating as a mentor in business mentoring programs in South Florida within the past calendar year.
6. Attending/hosting Palm Beach County business outreach events with the past calendar year.

Respondents must obtain a total of 70 or more points to receive a waiver approval. No partial points will be awarded to Respondents in Sections A-D for not meeting the criteria. Respondents will be considered non-responsive upon denial of the Subcontracting Goal – Waiver Request Form and Subcontractor/Supplier Utilization Plan. For more information on the Subcontracting Waiver Criteria or for assistance on completing the Subcontracting Waiver Request Form, please contact the EBO Office at (561) 640-4000.

AFFIRMATION

I CERTIFY THAT ALL INFORMATION CONTAINED IN THIS FORM IS ACCURATE AND COMPLETE, AND UNDERSTAND THAT IF THIS REQUEST FOR WAIVER IS DENIED AND I FAIL TO MEET THE REQUIREMENTS OF THIS SOLICITATION, MY RESPONSE TO THIS SOLICITATION WILL BE DEEMED NON-RESPONSIVE.

Company Authorized Signature:

Print Name/Title:

To be Completed by EBO Office	Approved	TOTAL SCORE:
	Denied	____/100

THIS FORM TO BE SUBMITTED WITH THE BID DOCUMENTS

BID FORM 5 - SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR/SUPPLIER PARTICIPATION SCHEDULE

SERVICE AREA _____

DATE

SOLICITATION INFORMATION

Contract #:					
Project Name:				Project Start Date:	
Project Location:					
Bidder/ Proposer:					
Address:					
Contact Person:		Email Address:		Phone #:	

ORGANIZATION STATUS

Business Association	Business Name	Type of Work to be Performed	NIGP Code	Certification Type	% of Work	\$ Amount
Prime Bidder/Proposer					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
TOTAL PARTICIPATION % & DOLLAR AMOUNT:					100%	\$
TOTAL CONTRACT AMOUNT:						\$

BIDDER/PROPOSER SIGNATURE

The listing of S/M/WBE(s) shall constitute a representation by the bidder/proposer to the Authority that the bidder/proposer believes such S/M/WBE(s) to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified. I certify that all information contained in this form is true and accurate to the best of my knowledge and will be relied upon when evaluating this solicitation.

Bidder/Proposer Signature

Name & Title (Print)

Date

THIS FORM TO BE SUBMITTED WITH THE BID DOCUMENTS

BID FORM 5 - SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR/SUPPLIER PARTICIPATION SCHEDULE

SERVICE AREA _____

Use to list additional subcontractors

ORGANIZATION STATUS						
Business Association	Business Name	Type of Work to be Performed	NIGP Code	Certification Type	% of Work	\$ Amount
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
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Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
TOTAL PARTICIPATION % & DOLLAR AMOUNT:					100%	\$
TOTAL CONTRACT AMOUNT:						\$

THIS FORM TO BE SUBMITTED WITH BID DOCUMENTS

BID FORM 7 – STATEMENT OF INTENT TO PERFORM AS A S/M/WBE SUBCONTRACTOR/SUPPLIER

SERVICE AREA: _____

SOLICITATION #: _____

CONTRACT #: _____

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the Bidder and owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor in accordance with the Solid Waste Authority of Palm Beach County's Equal Business Opportunity Program Policy: _____ Yes _____ No

_____ (Name of S/M/WBE Subcontractor/Supplier) agrees to perform work on the above contract as a (check one):

Individual

Partnership

Corporation

Other

The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with the Authority.

DESCRIPTION OF WORK TO BE PERFORMED & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work
1		\$	%
2		\$	%
3		\$	%
4		\$	%
TOTAL VALUE OF WORK		\$	%

S/M/WBE SUBCONTRACTOR/SUPPLIER SIGNATURE

I certify that all information contained in this form is true and accurate to the best of my knowledge and will be relied upon when evaluating this solicitation.

S/M/WBE Subcontractor (Signature)

Title

Name of S/M/WBE Subcontractor (Print)

Date

Prime Contractor (Signature)

Title

Prime Contractor (Print)

Date

BID FORM
SOLID WASTE AND RECYCLING COLLECTION SERVICES
BID NO. 19-402/SLB

THE UNDERSIGNED BIDDER, having familiarized itself with the specifications in the Invitation to Bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, HEREBY PROPOSES AND AGREES, if this Bid No. 19-402/SLB, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

SERVICE AREA 1					
RESIDENTIAL	UNIT COST PER MONTH		UNIT	ESTIMATED NO. UNITS ***	EXTENSION
	(in words)	(numbers)			(numbers)
a. Solid Waste Curbside two (2) times per week*		DOLLARS (\$)	DWELLING	46,689	\$
b. Solid Waste Containerized two (2) times per week**		DOLLARS (\$)	DWELLING	24,141	\$
c. Vegetative Curbside one (1) time per week		DOLLARS (\$)	DWELLING	46,689	\$
d. Recycling Curbside one (1) time per week		DOLLARS (\$)	DWELLING	46,689	\$
e. Recycling Containerized annual average of one and one half (1-1/2) times per week		DOLLARS (\$)	DWELLING	24,141	\$
RESIDENTIAL TOTAL MONTHLY COST					\$
					Multiply by Twelve (12)
TOTAL ANNUAL RESIDENTIAL BID					\$
TOTAL ANNUAL COMMERCIAL BID (SEE DETAIL PAGE 2 OF 3)					\$ 2,813,267.09
TOTAL ANNUAL RESIDENTIAL AND COMMERCIAL BID					\$

* Residential Cart Maintenance monthly fee of \$2.10 per curbside unit collected by the Authority and paid to the Contractor

** The norm for residential solid waste containerized collection service is two (2) times per week;
however frequency of service may be varied as specified in Section 4.B of the Franchise Agreement.

SOLID WASTE AND RECYCLING COLLECTION SERVICES

SERVICE AREA 1

ANNUAL COMMERCIAL BID

FRONTLOAD SOLID WASTE SERVICE (604,291 annual cubic yards)

Multiplied by \$3.55 per cubic yard set collection rate\$ 2,145,233.05

ROLL-OFF COMPACTOR (1,515 annual pulls)

Multiplied by \$210.00 per pull set rate.....\$ 318,150.00

VIP (5,016 annual cubic yards)

Multiplied by \$4.44 per cubic yard set collection rate\$ 22,271.04

PERMANENT ROLL-OFF CONTAINER SERVICE (1,747 annual pulls)

Multiplied by \$175.00 per pull set rate.....\$ 305,725.00

SMALL COMMERCIAL GENERATORS (57)

Multiplied by monthly set collection rate of \$32.00 times 12 months.....\$ 21,888.00

SERVICE AREA 1

TOTAL ESTIMATED ANNUAL COMMERCIAL

SOLID WASTE COLLECTION BID\$ 2,813,267.09

SOLID WASTE AND RECYCLING COLLECTION SERVICES

SERVICE AREA 1

BIDDER understands that the Authority reserves the right to reject any and all Bids and to waive any informality in bidding. The BIDDER agrees that this Bid shall be good and may not be withdrawn for a period of six (6) months after the bid due date.

By (Signature):		Date:
Name (Printed):		Title:
Company Name:		
Address:		
Contact Information:	Office No.:	FAX No.:
	Cell/Mobile:	E-Mail:

BID FORM
SOLID WASTE AND RECYCLING COLLECTION SERVICES
BID NO. 19-402/SLB

THE UNDERSIGNED BIDDER, having familiarized itself with the specifications in the Invitation to Bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, **HEREBY PROPOSES AND AGREES**, if this Bid No. 19-402/SLB, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

SERVICE AREA 2				
RESIDENTIAL	UNIT COST PER MONTH <i>(in words)</i> <i>(numbers)</i>	UNIT	ESTIMATED No. UNITS ***	EXTENSION <i>(numbers)</i>
a. Solid Waste Curbside two (2) times per week*	DOLLARS (\$))	DWELLING	31,988	\$
b. Solid Waste Containerized two (2) times per week**	DOLLARS (\$))	DWELLING	9,647	\$
c. Vegetative Curbside one (1) time per week	DOLLARS (\$))	DWELLING	31,988	\$
d. Recycling Curbside one (1) time per week	DOLLARS (\$))	DWELLING	31,988	\$
e. Recycling Containerized annual average of one and one half (1-1/2) times per week	DOLLARS (\$))	DWELLING	9,647	\$
RESIDENTIAL TOTAL MONTHLY COST				\$
				Multiply by Twelve (12)
TOTAL ANNUAL RESIDENTIAL BID				\$
TOTAL ANNUAL COMMERCIAL BID (SEE DETAIL PAGE 2 OF 3)				\$ 1,386,422.11
TOTAL ANNUAL RESIDENTIAL AND COMMERCIAL BID				\$

* Residential Cart Maintenance monthly fee of \$2.10 per curbside unit collected by the AUTHORITY and paid to the Contractor

* The norm for residential solid waste containerized collection service is two (2) times per week;
however frequency of service may be varied as specified in Section 4.B of the Franchise Agreement

SOLID WASTE AND RECYCLING COLLECTION SERVICES

SERVICE AREA 2

ANNUAL COMMERCIAL BID

FRONTLOAD SOLID WASTE SERVICE (234,745 annual cubic yards)

Multiplied by \$3.55 per cubic yard set collection rate\$ 833,344.75

ROLL-OFF COMPACTOR (2,377 annual pulls)

Multiplied by \$210.00 per pull set rate.....\$ 499,170.00

VIP (3,744 annual cubic yards)

Multiplied by \$4.44 per cubic yard set collection rate\$ 16,623.36

PERMANENT ROLL-OFF CONTAINER SERVICE (156 annual pulls)

Multiplied by \$175.00 per pull set rate.....\$ 27,300.00

SMALL COMMERCIAL GENERATORS (26)

Multiplied by monthly set collection rate of \$32.00 times 12 months.....\$ 9,984.00

SERVICE AREA 2

TOTAL ESTIMATED ANNUAL COMMERCIAL
SOLID WASTE COLLECTION BID\$ 1,386,422.11

SOLID WASTE AND RECYCLING COLLECTION SERVICES

SERVICE AREA 2

BIDDER understands that the AUTHORITY reserves the right to reject any and all Bids and to waive any informality in bidding. The BIDDER agrees that this Bid shall be good and may not be withdrawn for a period of six (6) months after the bid due date.

By (Signature):		Date:
Name (Printed):		Title:
Company Name:		
Address:		
Contact Information:	Office No.:	FAX No.:
	Cell/Mobile:	E-Mail:

BID FORM
SOLID WASTE AND RECYCLING COLLECTION SERVICES
BID NO. 19-402/SLB

THE UNDERSIGNED BIDDER, having familiarized itself with the specifications in the Invitation to Bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, HEREBY PROPOSES AND AGREES, if this Bid No. 19-402/SLB, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

SERVICE AREA 3				
RESIDENTIAL	UNIT COST PER MONTH (in words) (numbers)	UNIT	ESTIMATED NO. UNITS ***	EXTENSION (numbers)
a. Solid Waste Curbside two (2) times per week*	DOLLARS (\$))	DWELLING	59,027	\$
b. Solid Waste Containerized two (2) times per week**	DOLLARS (\$))	DWELLING	16,711	\$
c. Vegetative Curbside one (1) time per week	DOLLARS (\$))	DWELLING	59,027	\$
d. Recycling Curbside one (1) time per week	DOLLARS (\$))	DWELLING	59,027	\$
e. Recycling Containerized annual average of one and one half (1-1/2) times per week	DOLLARS (\$))	DWELLING	16,711	\$
RESIDENTIAL TOTAL MONTHLY COST				\$
				Multiply by Twelve (12)
TOTAL ANNUAL RESIDENTIAL BID				\$
TOTAL ANNUAL COMMERCIAL BID (SEE DETAIL PAGE 2 OF 3)				\$ 1,723,092.67
TOTAL ANNUAL RESIDENTIAL AND COMMERCIAL BID				\$

* Residential Cart Maintenance monthly fee of \$2.10 per curbside unit collected by the AUTHORITY and paid to the Contractor

** The norm for residential solid waste containerized collection service is two (2) times per week;
however frequency of service may be varied as specified in Section 4.B of the Franchise Agreement.

SOLID WASTE AND RECYCLING COLLECTION SERVICES

SERVICE AREA 3

ANNUAL COMMERCIAL BID

FRONTLOAD SOLID WASTE SERVICE (419,473 annual cubic yards)

Multiplied by \$3.55 per cubic yard set collection rate\$ 1,489,129.15

ROLL-OFF COMPACTOR (606 annual pulls)

Multiplied by \$210.00 per pull set rate.....\$ 127,260.00

VIP (10,533 annual cubic yards)

Multiplied by \$4.44 per cubic yard set collection rate\$ 46,766.52

PERMANENT ROLL-OFF CONTAINER SERVICE (303 annual pulls)

Multiplied by \$175.00 per pull set rate.....\$ 53,025.00

SMALL COMMERCIAL GENERATORS (18)

Multiplied by monthly set collection rate of \$32.00 times 12 months.....\$ 6,912.00

SERVICE AREA 3

TOTAL ESTIMATED ANNUAL COMMERCIAL

SOLID WASTE COLLECTION BID\$ 1,723,092.67

SOLID WASTE AND RECYCLING COLLECTION SERVICES

SERVICE AREA 3

BIDDER understands that the AUTHORITY reserves the right to reject any and all Bids and to waive any informality in bidding. The BIDDER agrees that this Bid shall be good and may not be withdrawn for a period of six (6) months after the bid due date.

By (Signature):		Date:
Name (Printed):		Title:
Company Name:		
Address:		
Contact Information:	Office No.:	FAX No.:
	Cell/Mobile:	E-Mail:

BID FORM
SOLID WASTE AND RECYCLING COLLECTION SERVICES
BID NO. 19-402/SLB

THE UNDERSIGNED BIDDER, having familiarized itself with the specifications in the Invitation to Bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied itself of the expense and difficulties attended in the performance of a contract, HEREBY PROPOSES AND AGREES, if this Bid No. 19-402/SLB, Solid Waste and Recycling Collection Services is accepted, to enter into a contract to perform under all terms and conditions as stated herein for the following price:

SERVICE AREA 4				
RESIDENTIAL	UNIT COST PER MONTH (in words) (numbers)	UNIT	ESTIMATED NO. UNITS ***	EXTENSION (numbers)
a. Solid Waste Curbside two (2) times per week*	DOLLARS (\$))	DWELLING	46,074	\$
b. Solid Waste Containerized two (2) times per week**	DOLLARS (\$))	DWELLING	29,643	\$
c. Vegetative Curbside one (1) time per week	DOLLARS (\$))	DWELLING	46,074	\$
d. Recycling Curbside one (1) time per week	DOLLARS (\$))	DWELLING	46,074	\$
e. Recycling Containerized annual average of one and one half (1-1/2) times per week	DOLLARS (\$))	DWELLING	29,643	\$
RESIDENTIAL TOTAL MONTHLY COST				\$
				Multiply by Twelve (12)
TOTAL ANNUAL RESIDENTIAL BID				\$
TOTAL ANNUAL COMMERCIAL BID (SEE DETAIL PAGE 2 OF 3)				\$ 1,249,361.58
TOTAL ANNUAL RESIDENTIAL AND COMMERCIAL BID				\$

* Residential Cart Maintenance monthly fee of \$2.10 per curbside unit collected by the AUTHORITY and paid to the Contractor

** The norm for residential solid waste containerized collection service is two (2) times per week;
however frequency of service may be varied as specified in Section 4.B of the Franchise Agreement.

SOLID WASTE AND RECYCLING COLLECTION SERVICES

SERVICE AREA 4

ANNUAL COMMERCIAL BID

FRONTLOAD SOLID WASTE SERVICE (209,450 annual cubic yards)

Multiplied by \$3.55 per cubic yard set collection rate \$ 743,547.50

ROLL-OFF COMPACTOR (1,781 annual pulls)

Multiplied by \$210.00 per pull set rate..... \$ 374,010.00

VIP (20,432 annual cubic yards)

Multiplied by \$4.44 per cubic yard set collection rate \$ 90,718.08

PERMANENT ROLL-OFF CONTAINER SERVICE (226 annual pulls)

Multiplied by \$175.00 per pull set rate..... \$ 39,550.00

SMALL COMMERCIAL GENERATORS (4)

Multiplied by monthly set collection rate of \$32.00 times 12 months..... \$ 1,536.00

SERVICE AREA 4

TOTAL ESTIMATED ANNUAL COMMERCIAL
SOLID WASTE COLLECTION BID \$1,249,361.58

SOLID WASTE AND RECYCLING COLLECTION SERVICES

SERVICE AREA 4

BIDDER understands that the AUTHORITY reserves the right to reject any and all Bids and to waive any informality in bidding. The BIDDER agrees that this Bid shall be good and may not be withdrawn for a period of six (6) months after the bid due date.

By (Signature):		Date:
Name (Printed):		Title:
Company Name:		
Address:		
Contact Information:	Office No.:	FAX No.:
	Cell/Mobile:	E-Mail:

SOLID WASTE AND RECYCLING COLLECTION SERVICES

ADDENDUM ACKNOWLEDGMENT FORM

BID NO. 19-402/SLB

ADDENDUM NO.	INITIALS CONFIRMING RECEIPT

IMPORTANT: THIS FORM IS TO BE SUBMITTED IN THE PRE-QUALIFICATION ENVELOPE. FAILURE TO DO SO SUBJECTS BIDDER TO A DETERMINATION OF NON-RESPONSIVENESS.

Name of BIDDER: _____



SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG RD, WEST PALM BEACH, FL 33412

SOLID WASTE AND RECYCLING COLLECTION SERVICES
FRANCHISE AGREEMENT

BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

FOR

SERVICE AREA 1 - 4

SAMPLE AGREEMENT NO. 20-XXX

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**SOLID WASTE AND RECYCLING COLLECTION SERVICES
FRANCHISE AGREEMENT
SERVICE AREA X**

This Agreement is hereby made and entered into this ____ day of _____, 2019, between Solid Waste Authority of Palm Beach County, a special district created pursuant to Chapter 2001-331, Laws of Florida, (hereinafter referred to as "Authority") and _____ (hereinafter referred to as "Contractor").

In consideration of the mutual benefits, the parties herein agree as follows:

1. TERM:

The term of this Agreement shall be for the period beginning October 1, 2019, and expiring September 30, 2026.

2. DEFINITIONS:

To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, the definition herein shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

- A. **Authority** shall mean the Solid Waste Authority of Palm Beach County.
- B. **Biohazardous or Biomedical Wastes** shall mean those wastes which may cause disease or reasonably be suspected of harboring pathogenic organisms; including, but not limited to, waste resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves.
- C. **Bulk Trash** shall mean any non-vegetative item which cannot be containerized, bagged, or bundled; including, but not limited to, inoperative and discarded refrigerators, ranges, toilets, pool heaters, water softeners, pianos, washers, dryers, bath tubs, water heaters, sinks, bicycles, and other similar domestic appliances, household goods and furniture. There shall be no weight limit for any item of Bulk Trash.
- D. **Business Days** shall mean Monday through Saturday, except for Holidays.
- E. **Cart** shall mean a curbside container meeting the Authority's specifications intended for collection via automated or semi-automated means to be supplied by the Contractor to households receiving Curbside Residential Solid Waste Collection Service.
- F. **Collection** shall mean the process whereby Solid Waste, Garbage, Trash, Bulk Trash, Vegetative Waste or Recovered Material is gathered and transported to a Designated Facility.

- G. **Commercial Recycling Collection Service** shall mean the Dual Stream Recycling Collection of Recovered Materials by the Contractor for entities within the Service Area that are not serviced by Residential Recycling Collection Service.
- H. **Commercial Single Stream Recycling Collection Service** shall mean the practice of collecting Source Separated Recovered Materials generated by commercial establishments in a commingled form without separating the fiber from the other materials as is required under Dual Stream Collection.
- I. **Commercial Solid Waste** shall include Solid Waste that is not Residential Solid Waste, but for the purposes of this Agreement shall exclude commercial Vegetative Waste, the collection of which is not exclusive to the Contractor.
- J. **Commercial Solid Waste Collection Service** shall mean the collection of Commercial Solid Waste within the Service Area. Such service includes both Containers and Compactors, but does not include Roll-off Collection Services.
- K. **Compactor** shall mean any container which has compaction mechanism(s), whether stationary or mobile, all inclusive.
- L. **Construction and Demolition Debris (C&D)** shall mean materials generally considered to be not water soluble and which are nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, roofing material, pipe, gypsum wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project. Mixing of a de minimis amount of waste other than C&D from the construction site will not automatically cause it to be classified as other than C&D.
- M. **Container** shall mean and include any container designed or intended to be mechanically dumped into a loader packer type truck or recycling vehicle other than a Cart. All Containers must be of the specifications as designated by the Contract Administrator, in writing.
- N. **Containerized Residential Recycling Collection Service** shall mean the Dual Stream Recycling collection of Recovered Materials by the Contractor from Dwelling Units in the Service Area that require the use of Containers for the collection of Recovered Materials, and which also receive Residential Collection Service for Solid Waste, and the delivery of those Recovered Materials to the Recovered Materials Processing Facility or designated Authority transfer station.
- O. **Containerized Residential Solid Waste Collection Service** shall mean Solid Waste collection service of all Dwelling Units whose Garbage, Trash or Bulk Trash is collected by means of a central or shared Container and not by means of a Cart.
- P. **Contract** shall mean this Agreement.
- Q. **Contractor** shall mean that person or entity identified as such in the first paragraph of this Agreement that has entered into this Agreement to provide the services described herein for the Service Area.

- R. **Contract Administrator** shall mean the person designated by the Authority who shall act as the Authority's representative during the term of this Agreement, or his/her designee.
- S. **County** shall mean Palm Beach County.
- T. **Curbside Residential Recycling Collection Service** shall mean the Dual Stream Recycling collection of Recovered Materials by the Contractor from all Dwelling Units in the Service Area that also receive Curbside Residential Solid Waste Collection Service for Solid Waste, and other Dwelling Units as designated by the Authority, and the delivery of those Recovered Materials to the Authority Recovered Materials Processing Facility or designated Authority transfer station.
- U. **Curbside Residential Solid Waste Collection Service** shall mean Residential Solid Waste and Vegetative Waste Collection service for all Dwelling Units from which Garbage is collected by means of a Cart at curbside or roadway and delivery to an Authority designated disposal facility or transfer station.
- V. **Designated Facility** shall mean an Authority owned disposal, processing, recovery, recycling or transfer facility, or another facility if specifically designated in writing by the Contract Administrator to the Contractor.
- W. **Dual Stream Recycling Collection** shall mean the practice of collecting Recovered Materials in two separate containers, one for fiber and one for commingled containers and other materials accepted in the Authority's recycling program.
- X. **Dwelling Unit** shall mean any type of structure or building unit intended for or capable of being utilized for residential living other than a licensed Hotel or Motel unit.
- Y. **Fiscal Year** shall mean the period starting on October 1 of a given year and ending September 30 of the following year during this Agreement.
- Z. **Garbage** shall mean all putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with or results from the storage, preparation, cooking or handling of food materials whether attributed to residential or commercial activities, but shall not include Vegetative Waste or Special Waste.
- AA. **Hazardous Waste** shall mean Solid Waste as defined by the State of Florida Department of Environmental Regulation as a hazardous waste in the State of Florida Administrative Code, or by any future legislative action or by federal, state or local law.
- BB. **Hotel or Motel** shall mean a structure or building unit(s) capable of being utilized for residential living where such unit or a group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven days or less. To meet this definition, the Hotel or Motel must be licensed to operate as such. "Transient" has the meaning as defined in Chapter 509, Florida Statutes (2011), or its successor law.
- CC. **Land Clearing** shall mean the removal of vegetation for the purpose of improving real property through remodeling, new construction or agricultural use. Land clearing shall include, but is not

- limited to, trees, brush, dirt, rocks or similar obstructions/materials being removed from a parcel of assessed residential land using mechanical devices such as a bobcat, backhoe, front-end loader, tractor, bulldozer, etc. Removal refers to the physical action of the equipment digging, scraping, bulldozing, and/or pulling debris from the ground. Transporting legally cut vegetation to the curb using a mechanical device does not constitute land clearing. A chainsaw is not to be considered a mechanical device in the removal process.
- DD. **Mixed Paper** shall be defined as a mixture of paper products including magazines, catalogues, phone books, cereal boxes, soda and beer can boxes, chipboard, file folders, envelopes, letter paper, junk mail, notebook paper and any other clean paper products.
- EE. **Peak Times** shall mean the period beginning on November 1 of a given year and ending on April 30 of the following year, unless otherwise specified by the Authority.
- FF. **Public Awareness Program** shall mean that program developed by the Authority to inform and encourage residential and commercial collection customers to use all Collection services offered by the Authority through the Agreement. It shall also mean information concerning level of service and changes in scope of service.
- GG. **Radio-frequency identification (RFID)** shall mean the wireless non-contact use of radiofrequency electromagnetic fields to transfer data, for the purposes of automatically identifying and tracking tags attached to objects. The tags contain electronically stored information.
- HH. **Recovered Materials** shall mean metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and Source Separated or have been removed from the waste stream for sale, use, or reuse as raw materials, but the term does not include materials destined for any use that constitutes disposal, including but not limited to landfilling, placement upon the land or in the water, or combustion. The materials currently designated by the Authority for Residential Recycling Collection Service and Commercial Recycling Collection Service are newspapers (including inserts); magazines; catalogs; phone books; mixed paper, aluminum cans, foil, and pans; plastic containers #1 - #7 (except styrofoam); glass bottles and jars; gable-topped containers; aseptic containers; corrugated cardboard; kraft bags; and steel and ferrous cans.
- II. **Recovered Materials Processing Facility (RMPF)** shall mean any facilities operated or managed by, for or on behalf of the Authority for the purpose of receiving, sorting, processing, storing, and/or preparing Recovered Materials, plus other items authorized by the Authority, for sale, as specifically designated by the Contract Administrator, in writing.
- JJ. **Recycling Container** shall mean a rigid container made of plastic or other suitable substance or a paper bag that is used for the storage of Recovered Materials.
- KK. **Residential Recycling Collection Service** shall mean Curbside Residential Recycling Collection Services and Containerized Residential Recycling Collection Service.
- LL. **Residential Solid Waste** shall mean Garbage, Trash and Bulk Trash resulting from the normal housekeeping activities of a Dwelling Unit, but shall not include Vegetative Waste. Residential

Solid Waste shall also mean Construction and Demolition Debris (C&D) resulting from minor home repair from the Dwelling Unit.

- MM. **Residential Solid Waste Collection Service** shall mean Curbside Residential Solid Waste Collection Service and/or Containerized Residential Solid Waste Collection Service.
- NN. **Roll-off Collection Service** shall mean the Collection of C&D-only roll-off containers, or the Collection of C&D by other mechanical means, within temporary locations in the Service Area, limited to new construction sites and remodeling or refurbishment sites and shall require Solid Waste Authority Rule IV Permit. Permanent businesses or manufacturing companies that generate C&D on site as part of their operations may obtain roll-off containers from any source, including the Contractor, for the purpose of recycling the C&D material, if, and only if, they also have a container for all other Commercial Solid Waste which is collected exclusively by the Contractor. Roll-off collection Service also includes the collection of commercial vegetative waste.
- OO. **Service Area** shall mean that portion of the unincorporated area of the County as described in Exhibit A, for which Contractor has been granted an exclusive franchise.
- PP. **Sludge** shall mean a solid or semi-solid, or liquid generated from any waste water treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilets and related operations, or any other such waste having similar characteristics or effects.
- QQ. **Solid Waste** shall mean Residential Solid Waste and Commercial Solid Waste, but shall not include Special Waste, as defined in this Agreement, or Recovered Materials. Solid Waste shall mean Bulk Waste, Garbage, rubbish, refuse, Trash, Vegetative Waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural or governmental operations, but for the purpose of this Agreement shall not include Special Waste.
- RR. **Solid Waste Authority Disposal Facility** shall mean place or places specifically managed or operated by the Solid Waste Authority of Palm Beach County.
- SS. **Source Separated** shall mean that Recovered Materials are separated from Solid Waste at the location where the recovered materials and solid waste are generated. The term does not require that various types of Recovered Materials be separated from each other, and recognizes de minimis Solid Waste may be included in the recovered materials. Materials are not considered Source Separated when two or more types of Recovered Materials are deposited in combination with each other in a Container located where the materials are generated and when such materials contain more than 10 percent solid waste by volume or weight, in which case the materials are Solid Waste. The term "various types of Recovered Materials" means metals, paper, glass, plastic, textiles and rubber.
- TT. **Special Services** shall mean any services requested or required by the customer which are in addition to, or a change in, Residential Solid Waste Collection Service, Residential Recycling Collection Service, Commercial Recycling Collection Service and Commercial Solid Waste Collection Service as set out or similar to those listed in Exhibit B.

- UU. **Special Waste** shall include automobiles, boats, internal combustion engines, non-automobile tires, Sludge, dead animals, livestock waste, septic tank waste, Biohazardous or Biomedical Waste, liquid waste, and Hazardous Waste. Special Waste may also include items determined by the Contract Administrator to be reasonably unmanageable.
- VV. **Trash** shall mean all refuse, accumulation of paper, rags, wooden or paper boxes and containers, sweepings, broken toys, tools, utensils, and all other accumulations of a similar nature other than Garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, but shall not include Vegetative Waste.
- WW. **Force Majeure** shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, or sabotage.
- XX. **Vegetative Container** shall mean any commonly available light gauge steel, plastic, or galvanized receptacle of a non-absorbent material, closed at one end and open at the other, furnished with a closely fitted top or lid and handle(s). A Vegetative Container is also defined as a heavy duty, securely tied, plastic bag designed for use as a vegetation receptacle. Such container including Vegetative Waste shall not exceed fifty (50) gallons in capacity or fifty (50) pounds in weight.
- YY. **Vegetative Waste** shall mean any vegetative matter resulting from yard and landscaping maintenance by any party and shall include materials such as tree and shrub trimming materials, grass clippings, palm fronds, tree branches and similar other matter usually produced as refuse in the care of lawns, landscaping and yards.

3. SERVICES PROVIDED BY CONTRACTOR:

The Contractor shall provide mandatory Residential automated or semi-automated Solid Waste Collection Services and Residential Recycling Collection Services in the Service Area. The right to provide such Collection Services in the Service Area shall be exclusive to the Contractor.

The Contractor shall provide Commercial Solid Waste Collection Services in the Service Area, which shall be an exclusive right to the Contractor. The Contractor shall be responsible for the billing and collection of Commercial Solid Waste Collection Services and disposal costs not being billed and collected by the Authority or its designee.

Roll-off Collection Services shall not be exclusive to the Contractor. Vegetative Waste and Construction and Demolition Debris (C&D) shall not be exclusive to the Contractor.

Collection of Solid Waste contained in roll-off containers for businesses in the Service Area is exclusive to the Contractor.

The Contractor shall provide Commercial Recycling Collection Services in the Service Area upon request by the Customer or the Authority, or through the solicitation efforts of the Contractor. However, Commercial Recycling Collection Services are not exclusive to the Contractor in the Service Area.

The Contractor shall use good faith and its best efforts to cooperate with any commercial recycling haulers collecting Source Separated Recovered Materials from commercial customers in the Service Area.

4. SOLID WASTE AND VEGETATIVE WASTE COLLECTION SERVICE:

A. Curbside Residential Solid Waste and Vegetative Waste Collection Services: The initial Curbside Residential Collection Service provided by this Agreement shall be as set forth in this Section 4.A and shall continue until such time as the Contract is terminated. Whereas the Contractor is providing Solid Waste and Vegetative Waste Collection Service on behalf of the Authority, all Solid Waste and Vegetative Waste collected by the Contractor in the Service Area(s) must be collected in the manner and for the rates and fees provided herein, and delivered to a Designated Facility. Solid Waste collected by the Contractor in the Service Area(s) pursuant to this Agreement may not be delivered to any facility other than those specified herein unless authorized by the Contract Administrator, in writing. In addition to the provisions and prohibitions provided for herein, Contractor is required to comply with all Federal, State and local laws, regulations and rules, including rules of the Authority, and is subject to the penalties provided for therein. To the extent that the requirements, prohibitions and penalties provided for in this Agreement are more stringent than those provided for under Federal, State and local laws, regulations and rules, including any rules of the Authority, this Agreement prevails.

1. Conditions and Frequency of Service: All Curbside Residential Solid Waste properly placed in Carts and Vegetative Waste properly containerized in Vegetative Containers or otherwise prepared for collection as dictated by this Agreement shall be collected by the Contractor.

All Curbside Residential Solid Waste Collection Service, with the exception of the holidays identified in Section 7, shall be provided twice per week, unless options of service (Exhibit B) are implemented, with not less than forty-eight (48) hours nor more than seventy-two (72) hours between regularly scheduled pick-up days. Missed Saturday Residential Solid Waste and Vegetative Waste must be collected by 12:00 noon on the following Monday.

The Contractor shall provide Semi-automated/Automated Garbage Collection services, during the term of this agreement as follows:

- a) For the first sixty (60) days of this Agreement the Contractor shall collect all Garbage and Trash placed both inside and outside of the Carts; and
- b) thereafter, and for the remaining term of this Agreement, the Contractor shall not be responsible for collection of Garbage placed outside the Carts; however, notwithstanding, the Contractor shall collect Garbage from both inside and outside the Cart on the Friday, Saturday, and Monday following Thanksgiving, and from December 26 through January 1, of each year during the term of this Agreement.

All Vegetative Waste up to six (6) cubic yards placed at an accessible pick-up location shall be collected separately from Residential Solid Waste and Recovered Materials by the Contractor. If the customer has commingled Residential Solid Waste and Vegetative Waste, the Contractor shall tag the pile with an Authority provided tag, and is not required to collect the commingled

material until the first regularly scheduled collection day after customer has properly separated the material, although nothing shall preclude the Contractor from collecting the Vegetative Waste and Residential Solid Waste sooner. In the event the customer does not wish to properly separate the material, the customer may pay the Contractor or any other private hauler to collect the non-conforming material. If the Contractor fails to tag the non-conforming pile, the Contractor will be required to collect the pile at no cost to the customer or the Authority by the end of the next Business Day. The Contractor shall not intentionally commingle Vegetative Waste with Residential Solid Waste.

Vegetative Waste shall be collected one (1) time per week on one (1) of the two (2) scheduled route days. The Contractor shall not be required to collect more than six (6) cubic yards of Vegetative Waste per dwelling unit per week. In the event that more than six (6) cubic yards is placed at the curb by the customer, the Contractor shall not be required to collect the pile. Contractor will tag the pile with an Authority provided tag, instructing the customer to contact the Authority for an estimate for removal. The Contractor shall conduct estimates no later than 72 hours after initial notice from the Authority, however nothing shall preclude the Contractor from conducting the estimate sooner. Pricing shall be based on the per cubic yard rate in Exhibit B. Removal of material by the Contractor shall be completed no later than 72 hours after payment is received. Failure to remove material within the 72 hours of payment shall be subject to assessments as set forth in this Agreement.

With the exception of palm fronds, tree branches and Christmas trees, The Contractor shall have a reliable expectation that all Vegetative Waste will be bagged or in a Vegetative Container, and that each Vegetative container, when filled, will not exceed 50 pounds in weight or 50 gallons in capacity. The Contractor shall have a reliable expectation that branches will not exceed 6 feet in length, 6" in diameter or 50 pounds in weight, that there is no length limitation on palm fronds, and that Christmas trees will be presented whole or in sections that in either case shall not exceed 8 ft. in length or 50 pounds in weight. In the event that Vegetative Waste is not presented as stated in this paragraph, the Contractor shall tag the pile with an Authority provided tag, and shall not be required to collect the non-conforming material until the first regularly scheduled collection day after the customer has properly presented the material, although nothing shall preclude the Contractor from collecting the Vegetative Waste sooner.

Trash, Bulk Trash, and Construction and Demolition Debris (C&D) resulting from minor home maintenance and repair only will be collected at the curb. Bulk trash shall be limited to three (3) items per week, and collected on the second scheduled route day. Contractor is not required to collect sections of fencing or debris resulting from the demolition of sheds, storage buildings and other like structures or debris generated by major remodeling/construction projects. Contractor is required to collect a maximum of two (2) cubic yards of C&D per second scheduled collection day per dwelling unit. In the event that the customer places more than two (2) cubic yards of C&D for Collection, the Contractor shall tag the pile with an Authority provided tag, instructing the customer to contact the Authority for a removal estimate. Contractor shall follow same guidelines as vegetative estimates stated above. The Contractor shall have a reliable expectation that small pieces of C&D, such as tile or roofing material, shall be containerized and weigh not more than 50 pounds per container. There shall be no weight limit for any item of Bulk Trash.

In the event Bulk Trash contains Chlorofluorocarbons (CFCs), the Contractor shall collect the Bulk Trash item separately in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFC's into the atmosphere, to the Authority landfill, the Belle Glade transfer station or to a scrap dealer located in Palm Beach County.

2. **Accessibility:** Contractor shall collect all Residential Solid Waste and Vegetative Waste placed Curbside where the edge of the waste is within six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Contractor that will provide safe and efficient accessibility for the Contractor's collection crew and vehicle. In the event there is insufficient space between the curb and the sidewalk to place Residential Solid Waste and Vegetative Waste, if the edge of all Residential Solid Waste and Vegetative Waste to be collected is within two (2) feet of the sidewalk, the Contractor shall be required to collect it.

In the event there is no other accessible location available to the customer, all Residential Solid Waste and Vegetative Waste placed under electrical wires, trees or other obstructions preventing the use of a vehicle with mechanical loading capability shall be collected by means of a rear-load collection vehicle. Contractor may request, in writing, the Contract Administrator to approve an alternate Collection location. Contract Administrator's decision regarding the approval of a suitable alternate Collection location shall be final.

For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the County or special district, or a road on private property for which an easement has been granted to the public and when such road is constructed and maintained to a standard whereby access is available by the collection vehicle.

Where the resident of a dwelling unit is physically unable to deliver Residential Solid Waste to curbside and this is so certified by the Contract Administrator, or the residential structure is located in such a manner as to prevent access to the Residential Solid Waste by the Contractor's crew or vehicle, an alternative location may be arranged between the customer and the Contractor at no extra cost to the customer. In the event the customer and the Contractor cannot agree on an alternative location the Contract Administrator shall designate the alternative location, and the Contract Administrator's decision shall be final. Regardless of any accommodation made pursuant to the facts described in this paragraph, Vegetative Waste must continue to be placed curbside.

Except in the case described in the previous paragraph, if the customer requests Special Services, such as back door service, these services shall be billed directly to the customer by the Contractor in accordance with Exhibit B. In the event that a Special Service request is not listed in Exhibit B, such charges shall then be established through negotiations between the Contractor and the customer. In the event the customer and the Contractor cannot reach an agreement on the cost, the Contract Administrator shall determine the cost, and such determination shall be final.

3. **Carts:** Contractor shall deliver each Curbside Residential unit one Cart, and be responsible for all maintenance, repair, and replacement. Upon the completion of this Agreement Carts will be property of the Authority. A Cart monthly maintenance fee, as set forth in Exhibit B,

will be paid to the Contractor by the Authority. Carts must meet all specifications as set forth below:

1. Each Cart shall consist of a body, lid, wheels, axle, and necessary accessories;
2. Carts will be procured in 44-46, 64-66 and 94–96 gallon sizes with gray body and gray lid;
3. The wheeled Carts shall be designed to contain solid waste materials including garbage, refuse, and rubbish;
4. Carts shall have the Authority's logo hot stamped onto the top half of the two opposite sides (neither the front nor back) of the cart body. The logo shall be approximately 8 inches high by 8 inches wide. Camera ready artwork will be provided as well as the defined color(s) at the time the contract is awarded;
5. Each Cart shall have a unique integrated RFID tag installed into the Roll Cart body. RFID tag values shall be written and locked at time of Roll Cart production. Adhesive or sticker RFID tags are unacceptable. Each RFID tag shall be tested to ensure that it is working properly;
6. The Carts shall be designed to be dumped by both semi-automated and fully-automated disposal truck systems;
7. The Carts shall be designed to be fit with axles which do not require holes or bolts through the body, to eliminate potential leakage of liquids escaping odors or entry of insects;
8. All Carts must meet all ANSI (American National Compliance) Standards;
9. Lid shall not be ventilated and shall be held closed by its own weight;
10. An arrow pointed in the direction of the front of the Cart shall be molded into the top of the Cart's lid; and
11. Printed on the top of the lid in block letters not obstructing other information:

"GARBAGE ONLY"
"NO HAZARDOUS WASTE"

The Contractor's collection vehicles shall be equipped with Radio-Frequency Identification (RFID) reading equipment that is compatible with the RFID tags specified for the Roll Carts. The RFID reading equipment shall be supplied and maintained by the Contractor. Data acquired with the RFID reading equipment will be used to: (a) track collection events for customer service purposes, dispute resolution, and program participation; (b) track and verify the location of Containers; (c) track repairs that are required/have been performed; and (d) provide additional Solid Waste collection information as requested by the Authority. The Contract Administrator and the Authority Customer Information Service (CIS) office personnel shall have access to this system; (should be web-based).

B. Containerized Residential Solid Waste Collection Services: The initial Containerized Residential Collection Service provided by this Agreement shall be as set forth in this Section 4.B and shall continue until such time as the Contract is terminated.

1. **Conditions and Frequency of Service:** The Contractor shall provide Containerized Residential Solid Waste Collection Service to all Dwelling Units in the Service Area that are suitable to receive such service and request such service. A minimum of once per week service

is required of all customers, or such other minimum frequency as provided by law. Normal Collection service, not including Bulk Trash collection, shall be twice per week. However, the customer may elect to receive once a week service during off-Peak Times of the year and up to three times per week Collection service during Peak Times, as required, at no additional cost to the customer as long as the average is two times per week on an annual basis. The size and location of the Container and frequency of collection (more than the minimum of once per week) shall be determined by the Contractor and the residential complex in accordance with this Agreement. However, size and frequency shall be sufficient to provide that no Residential Solid Waste need be placed outside the Container. Storage capacity shall be suitable for the amount of waste generated by the customer. In the case of an unresolved dispute, the Contract Administrator shall resolve such issue. The Contractor shall be paid the appropriate containerized unit collection rate in accordance with Exhibit B. Any service requested by the residential complex above three times per week or greater than the two times per week annual average, with the exception of Bulk Trash collection, shall be paid in accordance with the "commercial solid waste collection" rates in Exhibit B.

The frequency of collection of Bulk Trash outside the container shall be no less than once per week unless otherwise agreed to by the customer and approved by the Contract Administrator. A community may request a roll-off container for bulk waste collected one (1) time per week in accordance with the maintenance fees set forth in Exhibit B. Any disputes as to the frequency of Bulk Trash collection shall be resolved by the Contract Administrator, whose determination shall be final. In the event Bulk Trash contains Chlorofluorocarbons, (CFC's), the Contractor shall collect the Bulk Trash item separately, in a non-compacting vehicle, and deliver the item, with every attempt not to release the CFC's into the atmosphere, to the Authority landfill, the Belle Glade transfer station or to a scrap dealer located in Palm Beach County. There shall be no weight limit for any Bulk Trash item.

2. **Method of Collecting:** Collection shall occur on a regular basis with a frequency of pick-up as provided herein. Such service shall be provided by mechanical Container as defined herein. However, where a customer generates less than two (2) cubic yards per week of waste, alternate non-mechanical containers (e.g., Carts) may be utilized.

The Contractor shall provide Containers and charge the customer the approved monthly container maintenance fees as necessary. Commercial Container monthly maintenance fees, terms, and provisions contained in the Agreement shall also apply to Containers utilized for residential service. Customers may own their Container(s) provided that the customer is completely responsible for its proper maintenance. Such Containers shall be of a type that can be serviced by the Contractor's equipment.

The Contractor shall collect all Residential Solid Waste placed in a Container or alternate Carts, and shall not be required to collect Residential Solid Waste that is not so placed. The Contractor has a reliable expectation that Vegetative Waste will not be commingled with Garbage. Where Carts are used, they shall be placed at an accessible location or at such other single collection point as may be agreed upon between the Contractor and the customer. All Containers or Compactors shall be kept in a safe, accessible location agreed upon between the Contractor and the customer.

All Containers and Compactors provided by the Contractor shall be in good condition. In the event a Compactor, which is provided by a source other than the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case by case basis, within 24 hours of notification, sufficient to provide uninterrupted service to the customer until the Compactor is repaired or replaced. Contractor may charge the customer for any Container maintenance in accordance with the rates set forth in Exhibit B. In the event a Compactor, which is provided by the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case by case basis, within 24 hours of notification sufficient to provide uninterrupted services until Compactor is repaired or replaced at no charge to the customer. The Contractor shall have a regularly scheduled replacement program for all Containers to ensure Containers are in good condition.

3. **Service Interruption:** The Contractor may not stop service to a residential containerized customer for non-payment of fees for Container monthly maintenance or special services without notification by certified letter to the Contract Administrator or his designee and the customer at which time the Contract Administrator shall have five (5) Business Days following receipt of such notice to investigate and respond.
- C. **Commercial Solid Waste Collection Service:** The Contractor shall collect and dispose of all Commercial Solid Waste in the Service Area. Such Commercial Collection Service shall be governed by the following material terms:
1. **Conditions and Frequency of Service:** A minimum of once-a-week service is required of all commercial customers or such other minimum frequency as provided by law. However, customers utilizing a roll-off Compactor Container shall have the ability to receive service on an on-call basis provided the roll-off Compactor is free from leaks or spillage. Permanent roll-off and Compactor Containers must be collected within 24 hours of customer request. There shall be no odor at any time emanating from the roll-off Compactor, or vermin in the immediate area. If complaints are received, or an inspection conducted by the Authority proves the roll-off Compactor violates any of the above criteria, the Contract Administrator will determine the frequency of service. The size of the Container and the frequency of collection shall be determined between the customer and the Contractor. However size and frequency shall be sufficient to provide that no Commercial Solid Waste need be placed outside the Container. Storage capacity shall be suitable for the amount of waste generated by the customer.
 2. **Method of Collecting:** Service shall be provided by mechanical Container as defined herein. However, where a customer generates less than one (1) cubic yard per week of waste, Carts may be utilized. Commercial small waste generators who generate less than one (1) cubic yard per week may purchase up to two (2) Carts, and shall be charged the monthly rate and Cart maintenance fee, as set out in Exhibit B.

The Contractor shall provide Containers as necessary however, customers may own their Container provided that the customer is completely responsible for its proper maintenance. Such customer provided Containers shall be of a type that can be serviced by the Contractor's equipment. All Commercial Solid Waste shall be placed in a Container,

Compactor or Cart. Vegetative Waste shall not be commingled with Garbage. All Carts, Containers or Compactors shall be kept in a safe, accessible location agreed upon between the Contractor and the customer.

Compactors may be obtained by customers from any source provided that such Compactor must be of a type that can be serviced by the Contractor's equipment and the customer shall be completely responsible for its proper maintenance. Compactor frequency of collection shall be sufficient to contain the waste without spillage.

All Carts, Containers and Compactors provided by the Contractor shall be in good condition, painted and neatly labeled with the Contractor's name, phone number and size of Container and any other labeling as may be required by Authority rule. In the event a Compactor, which is provided by a source other than the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case by case basis, within 24 hours of notification sufficient to provide uninterrupted service to the customer until the Compactor is repaired or replaced. The Contractor may charge the customer in accordance with the rates set forth in Exhibit B.

In the event a Compactor, which is provided by the Contractor, is damaged or in need of repair, Contractor shall provide front load Containers, or upon the written approval of the Contract Administrator a roll-off container which may be approved on a case by case basis, within 24 hours of notification sufficient to provide uninterrupted service until the Compactor is repaired or replaced. The Contractor may charge the customer for collection and disposal only in accordance with rates set forth in Exhibit B.

3. Level, Type and Disclosure of Rates for Commercial Collection and Other Services:

- a. **Commercial Collection Service:** The Contractor shall only charge rates as set out in Exhibit B or as otherwise allowed by this Agreement. The Contractor may not bill the customer more than thirty (30) days in advance unless otherwise requested by the customer. The customer shall subscribe to a level of service sufficient to meet the needs of the customer in a sanitary and efficient manner. However, upon failure of the parties to reach such an agreement on level of service, the Contract Administrator or his designee shall establish the level and type of service to be provided including the location, size of the Container and number of pick-ups per week and the "TOTAL RATE" to be charged within the approved rate limits contained in Exhibit B. The Contractor will be responsible for the billing and collection of Commercial Solid Waste Collection Services, disposal tipping fees, Special Service(s) fees and Container monthly maintenance charges except as otherwise provided in this Agreement.
- b. **Disclosure:** By October 1st of each year of this Agreement, the Contractor shall provide the customer an annual disclosure statement which may be placed either directly on the billing statement generated by the Contractor's billing system or on a separate cover letter included with the billing statement, and provide a Level of Service form as provided in Exhibit B. Contractor shall send a residential containerized and commercial customer list to the Authority as well as a master copy of the disclosure statement which includes the following language:

"REGULATION BY THE SOLID WASTE AUTHORITY"

The terms and conditions of this Commercial Solid Waste and Recycling Collection Services Agreement are regulated by a franchise granted by the Solid Waste Authority of Palm Beach County. Should the customer have any questions relating to the terms and conditions of this Agreement, the customer may call the Contract Administrator at 1-866-792-4636.

"COMMERCIAL COLLECTION CONTAINERS"

The commercial collection container shall be of a type that can be serviced by the Contractor's collection equipment. The customer may either purchase the commercial collection Container from any source or rent such Container from the Contractor at the container monthly maintenance fee as approved by the Authority. If the customer chooses to use a Compactor, the customer may rent, lease or own the Compactor from any source, provided that the Compactor can be serviced by the Contractor's collection equipment. Commercial collection Containers and Compactors shall be maintained in a serviceable, safe, and sanitary condition by the owner of the Container or Compactor. However, damage caused by the Contractor to a customer owned Container or Compactor shall be repaired at no cost to the customer or the Authority.

"SPECIAL SERVICES"

If the customer requests, the Contractor is required to provide special services for collection of solid waste such as rolling Containers out of storage areas, opening doors or gates for access, or other such special services. However, such special services may be provided by the customer, through its own or other personnel. If the Contractor provides special services, such charge must be separately stated under the "RATES FOR SERVICES" disclosure statement. The maximum for these special service rates are fixed by the Solid Waste Authority. A copy of these rates can be obtained from the Contractor or Contract Administrator.

"RATES FOR SERVICES"

The statement shall incorporate or have attached a rate schedule which specifies the Collection Rate based on size of Container and frequency of service; TYPE indicating whether the Container is for Solid Waste or Recovered Materials, DISPOSAL based on a cost per cubic yard; CONTAINER MAINTENANCE expressed in a monthly flat rate based on the size of the Container; and the cost per month for each SPECIAL SERVICE REQUIRED BY THE CUSTOMER. The notification shall specify the size of Container and frequency of collection of each Container for each business, distinguishing between solid waste and recycling collection service. The notification shall specify in which Service Area the business is located. The notification shall itemize each cost individually. A sample notification shall be approved by the Contract Administrator or his designee before distribution to the customer.

- D. **Method of Payment:** The Authority or its designee will be responsible for the billing and collection of payments for Residential Solid Waste Collection Service, including curbside Cart maintenance fee in accordance with Exhibit B. The Contractor shall be responsible for billing and collection of payments for Commercial Solid Waste Collection Service at rates not to exceed those initially set out in Exhibit B as adjusted in subsequent years in accordance with Section 6 and Exhibit C. Contractor shall also be responsible for billing and collection of payments for Special Services related to Residential Solid Waste Collection Service.
- E. **Hours of Collection:** Curbside Residential Solid Waste Collection Service shall be provided between the hours of 6:00 a.m. and 5:00 p.m. Monday through Saturday, except as otherwise provided for following a holiday as detailed in Section 4.A.1. Dwelling Units receiving Containerized Residential Solid Waste Collection Service and non-residential collection sites located within 150 yards of residential uses shall only be collected between the hours of 7:00a.m. and 5:00p.m. Monday through Saturday. Other non-residential locations may be collected at any time. The hours of collection may be extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.
- F. **Routes and Schedules:** The Contractor shall provide the Contract Administrator, in a format acceptable to the Contract Administrator, the schedules for all Collection routes and keep such information current at all times.

The Contract Administrator or designee shall review requested day or starting point change(s) to routes and approve or deny the request(s) within 10 Business Days. The Contract Administrator's decision shall be final. In the event a requested route or schedule change is approved by the Contract Administrator, the Contractor shall notify the customer(s) affected in writing or other manner approved by the Contract Administrator not less than two (2) weeks prior to the change, at no cost to the Authority. Notification of day or starting point changes to routes for Curbside Residential customers shall be by door hanger, unless otherwise approved by the Contract Administrator, and distributed by the Contractor at no cost to the Authority and the customer. Notification to Curbside customers shall be done twice - once two (2) weeks prior to the change and once one (1) week prior to the change. The Contractor shall provide a draft copy of the route change notification to the Contract Administrator for review and approval not less than three (3) weeks prior to printing and distribution.

5. RECYCLING COLLECTION SERVICE:

The Contractor shall provide Residential and Commercial Recycling Collection Service in the Service Area, as provided within the Agreement. The Authority or its designee shall be responsible for the billing and collection of payments for Residential Recycling Collection Services. The Contractor shall be responsible for billing and collection of Commercial Recycling Collection Service cost not being billed and collected by the Authority or its designee. Unless otherwise provided for in this Agreement, all Recovered Materials collected by the Contractor in the Service Area(s) must be collected in the manner and for the rates and fees provided herein, and delivered to the Authority's Recovered Materials Processing Facility or an Authority transfer station, or other facility designated in writing by the Contract Administrator. Notwithstanding the foregoing, the Contractor shall retain the right to continue to provide Commercial Recycling Collection Service to contractor's existing Commercial Recycling Collection Service customers in the Service Area, including the delivery of said materials to

facilities not designated by the Authority, under agreements effective and in place as of the date of award of the franchise governed by this Agreement for the term of said agreements. Unless specifically provided to the contrary herein, Contractor shall not compete with the Authority for Recovered Materials within the Franchise area. Recovered Materials collected by the Contractor in the Service Area(s) pursuant to this Agreement may not be delivered to any facility other than those specified herein unless authorized by the Contract Administrator, in writing. In addition to the provisions and prohibitions provided for herein, Contractor is required to comply with all Federal, State and local laws, regulations and rules, including rules of the Authority, and is subject to the penalties provided for therein. To the extent that the requirements, prohibitions and penalties provided for in this Agreement are more stringent than those in Federal, State and local laws, regulations and rules, including rules of the Authority, this Agreement prevails. Contractor shall, upon request of the Authority, provide Authority with a list of all Commercial Recycling Collection Service customers in the Service Area as of the effective date of this Agreement, which list shall include the expiration date for each such customer.

A. Curbside Residential Recycling Collection Services will be governed by the following terms and conditions:

- 1. Conditions and Frequency of Service:** The Contractor shall provide Curbside Residential Recycling Collection Services to all Dwelling Units receiving Curbside Residential Solid Waste Collection Service located in the designated Service Area and to other such Dwelling Units as determined appropriate by the Contract Administrator. This service shall be provided once every week on a scheduled route basis which shall coincide with the regularly scheduled solid waste collection pick-up days.

Recovered Materials shall not be commingled with other Residential Solid Waste. Contractor's collection personnel shall not knowingly collect Recovered Materials and place in a solid waste collection vehicle or Cart. Commingling of Solid Waste with Recovered Materials shall be subject to assessments as set forth in this Agreement. Recovered Materials set out for collection by Customers must be collected in a vehicle designated solely for the purpose of collecting Recovered Materials. Said vehicle shall contain signage designating the vehicle as such and include the Authority's toll-free new bin telephone number.

- 2. Accessibility for and Manner of Curbside Recycling Collection:** Contractor shall collect all Recovered Materials placed in a Recycling Container or paper bag and additionally cardboard and/or paper bags, which may be placed beside the container, when any edge of said Recovered Materials is placed within six (6) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location agreed to by the Contractor that will provide safe and efficient access for the Contractor's collection crew and vehicle. The Contractor must collect as many Recycling Containers, paper bags, bundles, or flattened cardboard, as the customer sets out. Cardboard and/or paper bags shall be collected if placed next to, or inside, the Recycling Container(s). Where the resident is physically unable to deliver Recovered Materials to curbside and this is certified by the Contract Administrator, or the Dwelling Unit is located in such a manner as to prevent access to the Contractor's crew or vehicle, an alternative location may be arranged between the customer and the Contractor at no extra cost to the customer. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location for pick-up, and such designation shall be final.

3. **Recycling Containers:** The Contractor shall ensure distribution of Recycling Containers as supplied by the Authority to each unit that is to receive Curbside Residential Recycling Collection Service in the Service Area. The title to these Recycling Containers shall be vested with the Authority. However, customers may use their own additional Recycling Containers or paper bags as long as they are similar and suitable for the service.
- B. **Containerized Residential Recycling Collection Services** will be governed by the following terms and conditions:
1. **Conditions and Frequency of Service:** The Contractor shall provide Containerized Residential Recycling Service to Dwelling Units as are designated by the Authority that are located in the Service Area. Containerized Residential Recycling Service shall be provided at least once every week on a scheduled route basis as set out in paragraph 2 below, and up to twice a week as necessary during Peak Times of the year.
 2. **Accessibility and Schedule for Containerized Residential Recycling Collection:** All Recovered Materials, with the exception of cardboard, are to be collected in a Recycling Container or Container designated for Recovered Materials which shall be located in such location and shall be collected on a schedule as mutually agreed to by the owner or governing association (of the multiple unit residential complex or development being serviced) and the Contractor that will provide safe and efficient access for the Contractor's collection crew and vehicle. Cardboard shall be collected if placed next to, or inside, the Recycling Container or Container. If there is a large amount of cardboard placed outside of the Container (i.e., in the case of a 101 gallon Container), an alternate, larger Container shall be provided, upon agreement by the customer and the Authority. In the event an appropriate location cannot be agreed upon, the Contract Administrator shall mediate the dispute and designate the location for pick-up, and such designation shall be final.
- C. **Commercial Recycling Collection Services:** The Contractor shall provide Commercial Recycling Collection Services on behalf of the Authority for any business in the Service Area where the Authority has arranged, negotiated or contracted for such service, and Contractor shall have the right to solicit Commercial Recycling Collection Service agreements with any business in the Service Area upon terms and conditions consistent with this Agreement.
1. **Conditions and Frequency of Service:** The Contractor shall provide Commercial Recycling Collection Services to all businesses or commercial entities located in the designated Service Area resulting from its own solicitation, by request of the customer, or where a contract meeting the terms and conditions of this Agreement is arranged by the Contract Administrator or his designee. The size and frequency of service of the Container designated for Recovered Materials shall be determined by a waste audit and agreed to by the customer and the Contractor. However, size and frequency shall be sufficient to provide that no Recovered Materials need be placed outside the Container. Storage capacity shall be suitable for the amount of Recovered Materials generated by the customer. The Contractor shall provide Containers as necessary however, customers may own their Container provided that the customer is completely responsible for its proper maintenance. Such Containers shall be of a type that can be serviced by the Contractor's equipment.

Compactors may be obtained by customers from any source provided that such Compactor be of a type that can be serviced by the Contractor's equipment and the customer shall be completely responsible for its proper maintenance. Compactor frequency of collection shall be sufficient to contain the Recovered Material without spillage. All Commercial Recovered Materials shall be placed in a Container, Compactor or other acceptable Recycling Container. All Containers and Compactors provided by the Contractor shall be in good condition, painted and neatly labeled with the Contractor's name, phone number and size of Container. All Containers and Compactors provided by the Contractor shall be clearly labeled to indicate they hold Recovered Materials only.

Recovered Materials shall not be commingled with other solid waste. Contractor's collection personnel shall not knowingly collect Recovered Materials and place them in a Solid Waste collection vehicle. Commingling of Recovered Materials with Solid Waste shall subject the Contractor to assessments as set forth in this Agreement. Recovered Materials set out for collection by customers must be collected in a vehicle designated solely for the purpose of collecting Recovered Materials and shall be delivered to a facility designated by the Authority. Said vehicle shall contain signage designating vehicle as such and include the Authority's toll-free new bin telephone number (1-866-639-2467).

Where Recycling Containers are used, they shall be placed at an accessible location or at such other single collection point as may be agreed upon between the Contractor and the customer. All Containers shall be kept in a safe, accessible location agreed upon between the Contractor and the customer.

2. **Level, Type and Disclosure of Rates for Commercial Recycling Collection and Other Services:** The customer shall subscribe to a level of service sufficient to meet the needs of the customer in a sanitary and efficient manner. However, upon failure of the parties to reach such an agreement, the Contract Administrator, or his designee, at the election of the customer and Contractor may establish the level and type of service to be provided including the location, size of the Container and number of pick-ups per week and the "TOTAL RATE" to be charged within the approved rate limits contained in Exhibit B. The Contractor will be responsible for the billing and collection of Commercial Recycling Collection charges except as otherwise provided in this Agreement.
3. **Ownership:** Notwithstanding any other provision of this Agreement, a commercial generator of Recovered Materials retains ownership of those materials until he or she donates, sells, or contracts for the donation or sale of those materials to another person or entity. Nothing in this Agreement shall prevent a Recovered Materials dealer or other person or entity properly registered to engage in the Recovered Materials business in Palm Beach County, whether for profit or nonprofit, from accepting and transporting commercially generated, Source Separated Recovered Materials from such commercial generator, provided however, that such activities are subject to applicable State and local laws, regulations and rules, including rules of the Authority, and provided that the transporter reports such information to the Authority in accordance with applicable State and local laws and rules, including rules of the Authority.

- D. **Authority Public Drop-off Recycling Collection Services:** The Contractor shall provide Public Drop-off Recycling Collection Services to all Authority Public Drop-off Locations within the unincorporated and municipal areas of the Service Area at the approved Commercial Recycling Collection Service collection rate set out in Exhibit B as may be adjusted in accordance with Section 6 and Exhibit C. The Authority will provide the containers. The frequency of collection shall be sufficient to provide that no Recovered Materials need be placed outside the Container and shall be determined by the Authority. The Contract Administrator or his designee will establish the number of Containers to be collected and frequency of collection as defined in Exhibit F. The Authority has the right to add or remove up to five (5) containers annually and/or increase or decrease service as deemed necessary.

The Contractor shall provide the Contract Administrator, in a format acceptable to the Contract Administrator, the schedules for all Collection routes and keep such information current at all times. Public Drop-off Commercial Recycling Container collection sites located within 150 yards of residential uses shall only be collected between the hours of 7:00 a.m. and 5:00 p.m. Monday through Saturday.

The Contractor shall bring Recovered Materials collected from the Public Drop-off locations to the Authority owned Recovered Materials Processing Facility or an Authority transfer station.

Authority owned Public Drop-off Recycling Collection Containers damaged by the Contractor shall be replaced at no charge to the Authority within three (3) Business Days.

- E. **Method of Payment:** The Authority or its designee will be responsible for the billing and collection of payments for Residential Recycling Collection Service.

The Contractor shall be responsible for billing and collection of payments for Commercial Recycling Collection Service, not to exceed the rates as set out in Exhibit B. The rate set out in Exhibit B shall be adjusted in subsequent years in accordance with Section 6 and the Payment Adjustment Schedule (Exhibit C). The Authority shall provide recycling Containers for commercial customers utilizing a 95 or 101 gallon Container(s) at no charge to the Contractor or customer. The Contractor may be asked to bill the Authority or the customer for all or a part of the Containers used by the customer for Commercial Recycling Collection Service, at the rate set out in Exhibit B, as determined by the Contract Administrator.

- F. **Hours of Collection:** Curbside Residential Recycling Collection Service shall be conducted between the hours of 6:00 a.m. and 5:00 p.m., Monday through Saturday, except as otherwise specified in Section 4.A.1. Dwelling Units receiving Containerized Residential Recycling Collection Service and non-residential collection sites located within 150 yards of residential uses shall only be collected between the hours of 7:00 a.m. and 5:00 p.m., Monday through Saturday. Other non-residential locations may be collected at any time. The hours of collection may be extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.

- G. **Routes and Schedules:** Route and schedule changes shall be handled as specified in Section 4, Paragraph F.

H. Replacement of Recycling Containers for Residential Dwelling Units:

1. The Contractor will replace at its expense any Container or Recycling Container damaged through the fault or negligence of the Contractor or its personnel (including agents, employees or subcontractors) in accordance with Section 10, and report all such replacements to the Authority. Such replacement Recycling Containers or Containers designated for Recycling for Residential Dwelling Units will be provided by the Authority with the cost for replacement containers deducted from the Contractor's monthly fees.
2. The Authority, at its expense, will supply to the Contractor, for distribution to the customer, replacement Recycling Containers or Containers which were originally provided by the Authority and lost or damaged by the occupant of a Dwelling Unit, and the Contractor shall report all such replacements to the Authority.
3. The Contractor shall promptly deliver Recycling Containers or Containers as requested by the Authority on behalf of the residential customers for the purpose of excess Recovered Materials or for new residential customers.

I. Contaminated Recovered Materials: In the event the curbside customer places Solid Waste in the Recycling Container(s) or Container(s), the Contractor must place a contamination sticker on the Recycling Container(s) or Container(s) advising the customer of the reason for non-collection. Contamination stickers will be provided to the Contractor by the Authority. In the event the curbside customer places fiber and commingle material mixed together in either container, Contractor may leave the material but must place a contamination sticker on the container(s) advising the customer of the reason for non-collection.

In the event the Contractor is unaware that a load of Recovered Materials collected pursuant to Residential Containerized Recycling Collection or Commercial Recycling Collection is commingled with Solid Waste, and the Contractor is charged a disposal fee by the Authority, the Contractor is authorized to make an effort to identify the customer responsible for the contamination and charge the customer the applicable disposal charges based on the size of the container serviced for that customer.

J. Recovered Materials Processing Facility: The Contractor shall deliver all Recovered Materials collected pursuant to this Agreement from the Service Area to the Solid Waste Authority RMPF, or a SWA transfer station or other facility designated, in writing, by the Contract Administrator.

K. Change in Scope of Recycling Collection Service: From time to time, at the sole option of the Authority, it may be necessary to modify the scope of Recovered Materials that will be included in Recycling Collection Service. Should this occur, the Authority and the Contractor agree to enter into good faith negotiations to amend this Agreement to reflect the impact of any such modification.

6. CHARGES, RATES AND LEVEL OF SERVICES:

- A. **Solid Waste and Recycling Collection Rate Adjustments:** For all Collection services with the exception of those specifically excluded, the charges shall be initially based on the rates established in Exhibit B, and as subsequently adjusted pursuant to this Agreement. For all cost components other than fuel, the Contractor shall receive an annual adjustment in the Residential Solid Waste Collection Service, Residential Recycling Collection Service, Commercial Recycling Collection Service, and Commercial Solid Waste Collection Service and Residential Recycling Collection Service rates. At the end of the first year of this Agreement, and each year thereafter, the adjustment shall be made as set out in Exhibit C.

Additionally, for Residential Solid Waste Collection Service, Residential Recycling Collection Service, Commercial Recycling Collection Service and Commercial Solid Waste Collection Service the Contractor shall receive a biannual fuel price adjustment for the fuel cost component as set out in Exhibit C.

No change in rates except for the Payment Schedule adjustment as provided by this Agreement shall be made without the approval of the Authority Board. Annual rate adjustments shall be effective the following October 1, unless otherwise mutually determined by the Authority and the Contractor.

B. Billing, Collection, and Payments:

1. The Authority will be responsible for the billing and collection of payments for those units included in the Authority's mandatory Residential Solid Waste Collection Services and the Residential Recycling Collection Services programs. The Authority shall make monthly payments in arrears to the Contractor for the Residential Solid Waste Collection Service and Residential Recycling Collection Services provided pursuant to this Contract. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the Authority collects from customers for such service. Payments from the Authority to the Contractor will be due and paid no later than the tenth day of the month following the month during which services were rendered.

On or before October 1, and before commencement of work by the Contractor under the terms of this Agreement, the Authority shall provide to the Contractor the estimated total number of units to be serviced. By November 1 of each Fiscal Year, the Authority shall provide to the Contractor a copy of the annual assessment roll providing a detailed listing of all the units to receive these services. Thereafter and for the duration of this Agreement, the Authority shall promptly notify the Contractor of new residential units to be served and/or deleted and payments will be adjusted accordingly. New Dwelling Units which are added for service during the Authority's Fiscal Year will be added to the customer service list and payment will be paid by the Authority to the Contractor in the Contractor's monthly payment. Payment will be prorated based upon the day of Certificate of Occupancy and verification of the beginning of actual service, whichever is later. The payments from the Authority to the Contractor for units added by Certificate of Occupancy are paid no later than the tenth day of the month, two months following the month during which the Dwelling Unit is provided a

Certificate of Occupancy. After the first year of the Agreement, the Dwelling Unit becomes part of the total number of the subsequent year's total number of units, provided annually to the Contractor on or before October 1.

2. In the event the Contractor provides service to Dwelling Units whose parcel was not included on the annual assessment roll provided by the Authority, the Contractor must provide a written list of such Dwelling Units to the Contract Administrator within 90 days receipt of the assessment roll. Upon receipt of such written list by the Authority, the Contract Administrator will verify the customer address and that service to the unit is proper within 30 days, and if proper, shall remit monthly payments to the Contractor for such service effective as of October 1 of that Fiscal Year or the date service began, whichever is later. If the Authority has not received notification within 90 days by the Contractor, no adjustments to payment will be made until the next Fiscal Year annual roll is certified for the same units. However, the Authority reserves the right to correct any errors of omission or commission per the laws and rules that govern the Authority. In the event the Authority pays the Contractor for a residential unit in error for whatever reason, the Contractor shall notify the Contract Administrator. Upon determination of any overpayment, the Contract Administrator will verify the error and make appropriate adjustment to the Contractor's payment to correct the error.
- C. **Solid Waste Disposal Costs:** Collection service costs and Solid Waste disposal costs shall be treated separately for the Solid Waste Collection services being provided pursuant to this Contract. Residential and commercial Solid Waste disposal costs shall be separated from residential and commercial collection service costs as shown in Exhibit B. Residential disposal costs will be part of the special assessment billed by the Authority except as otherwise provided in this Agreement. The Contractor will be given a disposal credit for each residential unit as calculated in Exhibit B. The non-assessed portion of the commercial disposal costs will be part of the service charge billed by the Contractor. The Contractor shall pay the Authority for all Solid Waste disposal costs incurred for disposing of all Solid Waste at the Authority's Disposal Facilities except for the portion of disposal costs which have been separately credited by the Authority.
- D. **Extraordinary Rate Adjustment:** The Contractor may petition the Authority at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not reasonably be foreseen by a prudent operator. The Contractor's request shall contain substantial proof and justification, as determined by the Contract Administrator, to support the need for the rate adjustment. The Authority may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The Authority Board, in its sole discretion, may approve or deny the request, in whole or in part, within 120 days of receipt of the request and all other additional information required by the Authority.
- E. **Franchise Fee:** To compensate the Authority for the cost of administration, supervision and inspection rendered for the effective performance of this Agreement, as well as other costs related to Collection, the Contractor shall pay to the Authority a fee of three percent (3%) of all gross revenues charged for services or operations conducted in the Service Area in accordance with Exhibit E. Solid Waste disposal costs paid by the Contractor to the Authority under this

Agreement shall be deducted from the gross revenue total prior to calculation of the franchise fee due to the Authority. Franchise fees shall be payable within forty-five (45) days of the last day of each calendar quarter. A late charge of 1.5% of the monies due for the Franchise fee shall be calculated monthly until payment is received. Misrepresentation of revenues by Contractor shall result in the following: 1) Contractor must pay the Authority the calculated difference determined from the misrepresentation within five (5) Business Days; 2) Contractor must pay an additional 20% assessment based on the misrepresented amount; 3) Contractor shall submit a Certified Financial Statement on a quarterly basis for the remainder of the Agreement. Such Certified Financial Statement must include the opinion of a Florida Certified Public Accountant who has conducted an audit of the Contractor's books and records in accordance with generally accepted auditing standards which include tests and other procedures necessary, that the Financial Statements are fairly presented, in all material respects, in conformity with generally accepted accounting practices.

- F. **Exclusive Franchise:** Authority agrees to assist the Contractor in taking timely action against any entity violating, and/or in defense of, the Contractor's exclusive franchise rights granted under this Agreement.
7. **HOLIDAYS:** The Contractor shall not be required to perform Collection on Thanksgiving Day and Christmas Day. Residential Solid Waste, Recovered Material and Vegetative Waste not collected from curbside service customers on Thanksgiving Day and Christmas Day shall be collected on the next scheduled service day. Residential Solid Waste and residential Recovered Material not collected from container service customers shall be collected on the next Business Day. The Contractor shall not be required to maintain office hours on Thanksgiving Day and Christmas Day. However, on all holidays except Thanksgiving Day and Christmas Day, the Contractor shall provide collection of Commercial Solid Waste, Commercial Recovered Material, Residential Solid Waste, Vegetative Waste and Residential Recovered Material and provide for operations personnel to accept calls from the Authority and the Contractor's customers.
8. **SPECIAL SERVICES:** Rates charged for Special Services may not exceed the special service rates as listed in Exhibit B. In the event the requested special service is not included within Exhibit B, the Contractor may negotiate with the customer for the rate. Upon failure of the parties to reach an agreement on the rate, the Contract Administrator shall establish the rate. The Contractor shall be responsible for billing and collection of payment for all Special Services.
9. **PUBLIC AWARENESS PROGRAM:** The Contractor shall assist the Authority with the Public Awareness Program by distributing door hangers, stickers, flyers or other medium to residential and commercial customers as requested by the Authority. Additionally it is the Contractor's responsibility to provide information about those customers who repeatedly do not prepare or set out their Recovered Material or solid waste as specified within this Contract to the Authority.
- The Commercial Recycling customer will also be notified, by the Authority through the Contractor, about special commercial recycling events, workshops, educational forums and symposiums and other activities, as needed.
10. **TREATMENT OF CONTAINERS:** The Contractor shall collect Residential Solid Waste, Vegetative Waste and Recovered Materials and Commercial Solid Waste and Recovered Materials with as little disturbance as possible and shall leave any receptacle at the same point it was collected. Unless

otherwise specified in this Agreement, any Cart, Vegetative Container, Container, Compactor or Recycling Container requiring repair, replacement or delivery for whatever reason shall be repaired and/or replaced or delivered within five (5) Business Days of the request of the customer or the Authority. Unless otherwise specified in the Agreement, any Cart, Vegetative Container, Container, Compactor or Recycling Container damaged by the Contractor or reported in poor condition by the customer or the Authority shall be repaired or replaced at the Contractor's expense. Unless otherwise specified in the Agreement, for Recycling Containers provided to the Contractor by the Authority, the cost of Recycling Containers provided to replace those damaged by the Contractor or reported in poor condition by the customer or the Authority shall be deducted from the Contractor's monthly fees. The Contractor shall neatly re-place the Cart, Container, Recycling Container and Vegetative Container to the point of collection.

11. PERSONNEL OF THE CONTRACTOR:

- A. The Contractor shall assign a qualified person or persons to be in charge of the operations within the service area and shall give the name(s), office and cellular telephone numbers and, if applicable, email address of the person(s) to the Contract Administrator.
- B. Supervisory personnel must be present to direct operations on all routes in a safe and satisfactory manner. All supervisory personnel shall operate a non-collection vehicle that is clearly marked with Contractor's name and office telephone number.
- C. Contractor shall provide personnel sufficient to complete all routes. Supervisory personnel may temporarily operate collection vehicles in an emergency situation.
- D. The Contractor shall keep all contact information provided to the Authority current at all times.
- E. The Contractor's collection employees shall wear a uniform or shirt bearing the company's name during operations.
- F. The Contractor's name and office telephone number shall be properly displayed on all Solid Waste and Recycling Collection Vehicles and Containers provided by the Contractor. All vehicles utilized for the collection of Recovered Materials shall be clearly identified for that purpose.
- G. The Contractor shall provide operating and safety training for all personnel.
- H. The Contractor's employees shall treat all customers in a polite and courteous manner.
- I. The Contractor shall provide emergency contact name(s), office, home and cellular telephone numbers and email address for all key personnel.
- J. In the event of a dispute between customer and Contractor, key personnel of the Contractor shall be available to meet with Contract Administrator or his designee as requested by the Authority.
- K. Any employee of the Contractor who removes or diverts Solid Waste or Recovered Materials from the Authority's system without authorization shall be prohibited from providing Solid Waste or Recovered Materials Collection services under this Agreement.

12. **SPILLAGE:** The Contractor shall not litter or cause any spillage to occur upon the premises, roadway or the right-of-way wherein the collection shall occur. During hauling, all Solid Waste, Vegetative Waste and Recovered Materials shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage or leakage, including but not limited to, hydraulic and other fluids from the collection vehicle or materials such as paint, by the Contractor, for any reason or source, the Contractor shall clean up all spillage and leakage at no cost to the Authority or the customer within two (2) Business Days unless otherwise specified within this Agreement.
13. **SOLID WASTE AND RECOVERED MATERIALS PROCESSING FACILITIES:** All Residential Solid Waste, Vegetative Waste, and Recovered Material, and all Commercial Solid Waste and Recovered Material collected by the Contractor in the Service Area(s) pursuant to this Agreement shall be hauled to a Designated Facility. For all Service Areas the Contractor is free to use any suitable Designated Facility.

The Contract Administrator may specify in writing facilities not owned by the Authority as Designated Facilities. These facilities are supplemental to the facilities owned by the Authority. The Authority does not guarantee the continued availability of facilities not owned by the Authority. In the event a Designated Facility not owned by the Authority is unavailable, closes, or has its Designated Facility status revoked, Contractor shall use an alternate Designated Facility at no charge to the Authority.

Facilities managed and operated by the Authority, are periodically closed for maintenance an average of 30 Business Days every five (5) years. In the event a Designated Facility is closed, the Contractor shall take the Solid Waste, Vegetative Waste and Recovered Materials to another Designated Facility at no charge to the Authority, except as limited herein.

In the event an Authority owned Designated Facility closes more than 30 Business Days in a five (5) year period, for all routes in any Service Area, Contractor shall receive additional compensation for the additional travel time to an alternate Designated Facility. Contractor's rates shall be increased to 1.08 times the rate set out in Exhibit B, as adjusted by Exhibit C, if applicable, for each Business Day the Authority-owned Designated Facility is closed in excess of thirty (30) Business Days and for each type of waste or Recovered Material for which acceptance is unavailable.

Unless otherwise specified in this Agreement, in the event that a load of Recovered Materials collected pursuant to Curbside Residential Recycling Collection Service or Containerized Residential Recycling Collection Service delivered to the Designated Facility contains more than 10%, by volume of the total load, material which is not Recovered Material or that there is more than 5% fiber products within the commingled Recovered Material or 5% commingled Recovered Material by volume within a load of fiber, the Authority has the right to reject the load and to charge the Contractor the full disposal fee for each ton within the load.

Unless otherwise specified in this Agreement, in the event that a load of Recovered Materials collected pursuant to Commercial Recycling Collection Service delivered to the Designated Facility contains more than 10% by weight or volume of the total load of solid waste, trash or commingle within a load of paper products, the Authority has the right to reject the load and to charge Contractor the full disposal fee for each ton within the load. The Contractor may pass this cost through to a commercial customer in the event that the Contractor can prove that the customer caused the contamination to the

satisfaction of the customer. It is the responsibility of the Contractor to notify the Authority of any customer who has repeatedly contaminated the Recovered Materials.

The Authority currently operates a Dual Stream recycling program for both residential and commercial Recovered Materials. If at any time during the term of this Agreement the Authority begins to accept Single Stream Commercial Recovered Materials, the Authority reserves the right to designate a specific subset of facilities for the receipt and pre-processing of the material. The Authority shall designate at least one facility in each Service Area. In the event the Authority fails to designate at least one facility in a Service Area(s), Contractor's rates for Commercial Recycling Collection for those accounts receiving Single Stream Commercial Recovered Material Collection service shall be increased to 1.08 times the rate set out in Exhibit B, as adjusted by Exhibit C, if applicable, for each Business Day no such designated facility is provided in the Service Area(s).

14. **COLLECTION EQUIPMENT:** The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to safely, adequately and efficiently perform the contractual duties specified in this Agreement. Upon execution of this Agreement and semi-annually thereafter, the Contractor shall provide in a format specified by the Contract Administrator a list of the equipment, both dedicated and reserve, to be used by the Contractor to provide each type of collection service relating to this Agreement. Solid Waste collection equipment shall be of the enclosed loader packer type, or other equipment that meets industry standards and is approved by the Contract Administrator, unless otherwise provided within this Agreement. All Equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. Recovered Materials collection equipment shall be the McNeilus or Heil split body rear loader (one compartment for paper products; one compartment for other Recovered Material), and must be compatible for unloading at the designated RMPF or transfer station. In the event a compacting vehicle is used for the collection of Recovered Materials, compaction pressure may not exceed 50 pounds per square inch for the commingled non-paper Recovered Materials to avoid glass breakage. Equipment utilized for the collection of Recovered Materials shall be clearly identified for that purpose. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. Contractor shall notify the Contract Administrator or his designee by phone within two hours of any equipment breakdown. If the public road or public right-of-way in the Service Area is substandard, as specifically designated by the Contract Administrator, in writing, the Contractor must provide lightweight equipment to service these roads.
15. **VEGETATIVE WASTE:** All Vegetative Waste shall be collected separately from Residential Solid Waste and Recovered Materials. Contractor is not required to collect debris generated by Land Clearing activity which includes, but is not limited to, stumps, tree trunks and logs.
16. **SPECIAL WASTE, HAZARDOUS WASTE, BIOHAZARDOUS OR BIOMEDICAL WASTE AND SLUDGE:** The Contractor shall not be required to collect and dispose of Special Waste.
17. **OFFICE AND EQUIPMENT YARD:** The Contractor shall maintain an office within Palm Beach County where complaints from the Authority and commercial customer inquiries shall be received. It shall be equipped with sufficient telephones, with no less than two phone lines, and shall be open during normal business hours and shall have local customer service and sales representatives sufficient to provide adequate phone coverage and assistance to customers within their own Service Area(s) from 8:00 a.m.

to 5:00 p.m., Monday through Saturday, with the exception of Thanksgiving Day and Christmas Day. The Contractor shall provide a dedicated email address and computer with internet access to receive complaints from the Authority. The contractor must have a fax machine and dedicated fax line to be utilized in the event of a computer system malfunction. The Contractor shall provide an answering machine during non-office hours for customer requests and questions to be responded to during the following Business Day. The Contractor shall provide a contact person for the Authority to reach during all non-office hours. The contact person must have the ability to authorize Contractor operation in the case of Authority direction or situations requiring immediate attention. An equipment yard must be established no later than September 1, 2019. Failure to establish an office and equipment yard may result in loss of franchise. Equipment yard means a real property location that shall be utilized by the Contractor for the storage and keeping of all equipment needed by the Contractor to provide all services under this Agreement.

18. **COMPLAINTS:** All service complaints shall be directed to the Contract Administrator, or his designee. The complaint will be forwarded to the Contractor by telephone, computer or electronic media not less than twice daily where it shall be recorded on a complaint log by the Contractor. The complaint shall be resolved no later than 12:00 noon the next Business Day after it is received by the Contractor. When the complaint is received on a Saturday or the day preceding Thanksgiving Day and Christmas Day, it shall be resolved by the Contractor no later than 12:00 noon the next business day.

When the Contract Administrator or his designee notifies the Contractor of a complaint, the Contractor shall take the appropriate steps that may be necessary to resolve the complaint by 12:00 noon on the next Business Day after its receipt. If a complaint cannot be resolved by 12:00 noon on the next Business Day following the scheduled Collection day, the Contract Administrator shall be notified in writing of reason for non-resolution of the complaint.

Non-conforming Solid Waste, Recovered Materials and Vegetative Waste not properly tagged by the Contractor shall be collected by the Contractor by 12:00 noon on the next Business Day following the scheduled Collection day. Complaints of sloppy service provided by Contractor, including, but not limited to Solid Waste, Recovered Materials or Vegetative Waste being left in the roadway or Carts and Vegetative Containers not being returned to point of collection on the scheduled Collection day shall be resolved by 5:00 p.m. on the same day.

The Contractor shall investigate and provide the Contract Administrator or his designee with a full written explanation of the disposition of any complaint involving a claim of damage to private or public property as a result of actions of the Contractor's employees, agent, or sub-contractors within 24 hours of receipt. The Contract Administrator will consider all documentation provided and make final determination of party responsibility. If the Contractor fails to provide a written explanation of the disposition of such complaints within 24 hours of receipt, determination of responsibility shall be in favor of the customer and Contractor shall be held liable for all necessary repairs. Any damage shall be repaired within five (5) Business Days, with the exception of mailboxes and Carts, which shall be repaired or replaced within three (3) Business Days. In the case of an unresolved dispute, the Contract Administrator's or his designee's decision shall be final.

19. **QUALITY OF PERFORMANCE OF CONTRACTOR:** It is the intent of this Agreement to ensure that the Contractor provides high quality services. The following constitute violations of this Agreement that have negative impacts on the Authority and the public, the costs of which are not reasonably quantifiable, and are subject to liquidated damages and potentially loss of Franchise. The parties readily acknowledge that given the nature of the subject matter and performance required under this Agreement, the actual amount of damages, if any, that may be assessed is not able to be determined at the time of execution of this Agreement.

- A. **Complaints:** All complaints received by the Contract Administrator, or his designee, and reported to the Contractor shall be promptly resolved pursuant to the provisions of Section 18 of this Agreement. Complaints shall not include customer informational requests or Recycling Container requests. A complaint not resolved by 12:00 noon on the next Business Day, unless otherwise provided in this Agreement, shall count as two complaints. In the event complaints received from curbside customers exceed the following annual or monthly allowable complaint(s), the Contract Administrator shall impose as liquidated damages the amount of \$200.00 per incident to reimburse the Authority for the cost of receiving, logging, investigating, and following up on the complaint.

Complaint Type (Monthly Total)	Area 1	Area 2	Area 3	Area 4
Garbage, Trash and Damage	60	60	70	60
Recycling	40	40	60	40
Vegetation	195	190	70	50

- B. **Other Administrative Charges:** In addition to the liquidated damages provided for in Subsection 19.A related to customer complaints, the Contract Administrator may, without regard to the percentage of customer complaints, also impose liquidated damages at the rate of \$200.00 per day per incident for any other infraction of this Agreement to reimburse the Authority for the cost of receiving, logging, investigating and following up on the complaint and or failure to perform, and additional costs that cannot be reasonably quantified. Such infractions include but are not limited to:

1. Failure to provide clean, safe, sanitary equipment;
2. Failure to maintain office hours as required;
3. Failure to provide documents and reports in a timely and accurate manner;
4. Failure to repair or replace and/or deliver a Container, Compactor, Recycling Container, Cart, Vegetative Container or mailbox within the required time period;
5. Failure to clean spillage other than the clean-up required by the Palm Beach County Health Department, as provided in Section 19.C.7 below;
6. Failure to cover and or secure materials on collection vehicles;
7. Collection employees out of uniform;
8. Name and phone number, and if applicable, size not displayed on Collection vehicles or Containers;
9. Failure to provide schedule and route maps;
10. Using an improper truck for the specific service provided;
11. Failure to submit a disclosure notice to either a customer or the Contract Administrator;

12. Failure to report recycling activity monthly (on or before the 10th day of the following month), in the format determined by the Authority, for the purpose of tracking and verifying countywide recycling activity;
13. Failure to collect Recovered Materials, Solid Waste or Vegetative Waste on schedule for any customer who has been missed more than three times within a 12 month period;
14. Failure to respond to customer calls, including all residential and commercial customers, in a timely and appropriate manner;
15. Failure to place a contamination sticker in Recycling Containers, as required;
16. Failure to repair damage to property resulting from Contractor's (including agents, employees or subcontractors) equipment failure or negligence within five (5) Business Days;
17. Failure to return calls to the Authority in a timely manner;
18. Failure to provide a supervisor on routes to direct operations in safe and satisfactory manner;
19. Failure to remove Vegetative Waste tagged in accordance with Section 4.A.1 within 72 hours will result in a \$200.00 liquidated damage assessment each day until Vegetative Waste is removed.

C. Major Prohibitions and Liquidated Damages: The following constitute serious violations of this Agreement that have negative impacts on the Authority and the public, the costs of which are not reasonably quantifiable, and are subject to liquidated damages and potentially loss of Franchise. The parties readily acknowledge that given the nature of the subject matter and performance required under this Agreement, the actual amount of damages, if any, that may be assessed is not able to be determined at the time of execution of this Agreement.

1. **Mobilization and Preparation:** Prior to the commencement of the term of this franchise Agreement, the Contractor shall prepare for the collection services in the Service Area in a responsible manner and, at a minimum, shall adhere to the requirements as set out in Exhibit G. In the event the Contractor fails to meet the deadlines of any one of the tasks outlined in Exhibit G, the Authority has the right to assess and collect liquidated damages in accordance with Section 19.C.1. Failure to meet the deadline of more than two tasks may lead to loss of the exclusive franchise for each Service Area.
2. Failure to meet the requirements in accordance with Section 48 will result in a \$10,000 liquidated damage assessment for each task deadline missed to compensate the Authority for costs, including additional supervision, associated with assisting the Contractor in getting back on schedule.
3. Intentionally commingling Solid Waste, Vegetative Waste and/or Recovered Materials (including commingling recovered fiber with recovered commingle material, or recovered dual stream material with recovered single stream material in the event that the Authority authorizes single stream Commercial Recycling Collection Service) is prohibited and may result in liquidated damages in the amount of \$5,000.00 per incident to reimburse the Authority for the cost of inspecting, sorting, handling and disposing of the contaminated load, and the costs associated with potential injury to employees and workers who are exposed to said contamination, and upon the fifth offense may constitute default of contract and result in loss of Franchise.

4. Changing routes, including the starting point of a route without approval from the Authority or notification to the Authority and the customer is prohibited and will result in liquidated damages of \$2,000.00 per incident to reimburse the Authority for the costs of managing the service disruption, including the cost of receiving, logging, investigating and following up on customer complaints, communicating with the Contractor and coordinating the return to normal service. Additionally, the Contractor shall be required to return to the previous route(s) and schedule and properly notify customers in accordance with the requirements of this Agreement at no cost to the Authority or customer.
5. Billing commercial customers service charges unauthorized by this Agreement, such as special fuel surcharges, handling charges or billing charges, is prohibited and will result in the assessment of liquidated damages in the amount of \$500 per incident to compensate the Authority for the cost of receiving, logging, investigating and following up on customer complaints, communicating with the Contractor and the customer, and coordinating the reimbursement to the customer for all non-approved charges. Contractor shall also be required to reimburse the customer for all non-approved charges paid by the customer.
6. Violating the exclusive Franchise in another contractor's Service Area without approval from the Authority is prohibited and will result in the assessment of liquidated damages of \$5,000.00 per incident to compensate the Authority for managerial, and investigative costs associated with defending and reinstating the exclusive Franchise rights of the Authority's franchisee, in addition to reasonable attorney's fees incurred by the Authority. Additionally, Contractor will be required to pay restitution to the offended contractor in an amount equal to the contractor's lost collection charges at the rate per cubic yard, or pull, whichever is applicable, as of the time of the infraction for every cubic yard, or pull.
7. Failure to clean up spillage of any substance required to be cleaned up by and in accordance with the Palm Beach County Health Department will result in the assessment of liquidated damages in the amount of \$2,500.00 per day, per incident to compensate the Authority for the cost of receiving, logging, investigating and following up on customer complaints, assessing the extent of the damage, and communicating with the Contractor, the Health Department and the customer(s). Additionally, in the event of such failure to clean up spillage, the Authority retains the right to perform or contract for the performance of such clean-up and assess the Contractor for all costs incurred.
8. The Contractor, providing Collection service on behalf of the Authority, excepting as provided for in Section 5, is required to deliver all Commercial and Residential Solid Waste, Vegetative Waste and Recovered Materials collected pursuant to this Agreement to disposal facilities and/or Recovered Materials Processing Facilities, designated by the Authority. Diversion of these materials to any facility not designated by the Authority without the written consent of the Contract Administrator, whether within or outside Palm Beach County, is prohibited and will result in the following assessments:

The first offense will result in the assessment of liquidated damages in the amount of \$100,000.00 to compensate the Authority for the investigative and legal costs and expenses incurred to ascertain and quantify the extent of the violation. Additionally, in the case of Solid Waste, the Contractor shall reimburse the Authority for lost revenue based on the per

ton tipping fee for garbage in effect at the time of the offense for each ton of material diverted, plus reimbursement for lost energy revenues, if any. In the case of Recovered Material, in addition to liquidated damages, the Contractor shall reimburse the Authority for lost net revenue based solely on the then current average commodity value as determined by Authority sales and the then current incremental processing cost paid by the Authority for processing at the Authority-owned Recovered Materials Processing Facility.

The second offense may result in loss of franchise(s) and a ten (10) year ban on the ability to bid on future Solid Waste Authority of Palm Beach County Solid Waste and Recycling Collection Services.

Provided that the Contractor provides timely notification to the Authority, and notwithstanding the above, the parties agree that it is not the intent of this subsection to punish the Contractor, beyond the payment of restitution, for the random, infrequent or inadvertent actions of an employee, acting in a manner other than as directed by the Contractor, that result in the diversion of materials from an Authority approved facility.

The unauthorized diversion of Solid Waste and/or Recovered Materials from the Authority system, in addition to being a violation of this Agreement, is prohibited by Solid Waste Authority Rule 5, regulating Solid Waste Collection and Disposal, and Rule 6, regulating Recovered Materials Collection and Processing. To the extent allowed by law, the imposition of the above liquidated damages is in addition to any fines or penalties that may arise out of any proceeding, criminal or civil, for violations of the Palm Beach County Solid Waste Act (Ch. 2001-331), any Authority rule, or any other Federal, State, or local act, ordinance, resolution or rule.

9. Failure to complete a route or community on the regular scheduled pick-up day shall result in the assessment of liquidated damages in the amount of \$2,000.00 for each route/community per day not completed to reimburse the Authority for the value of services not rendered, costs of managing the service disruption, including the cost of receiving, logging, investigating and following up on customer complaints, communicating with the Contractor and coordinating the return to normal service. Each missed route/community shall be completed by 10:00 a.m. of the next Business Day following regular scheduled collection day. Failure to collect missed routes/communities by 10:00 a.m. the next Business Day as required will result in an additional \$2,000.00 assessment for each route/community not completed.
10. Failure to make a Good Faith Effort to utilize the services of the subcontractors and suppliers listed in the Contractor's Subcontractor/Supplier Utilization Plan in the manner and in the amounts specified therein shall result in the imposition of Liquidated Damages in an amount up to the difference between the dollar amounts specified in the Subcontractor/Supplier Utilization Plan and the amount actually spent.
11. Further, failure to make a Good Faith Effort to achieve the S/M/WBE goal shall be considered by the Authority as a Material Breach of the Agreement, and further, shall constitute a Default of Contract subject to the provisions of Section 29 and shall be cause for debarment in accordance with the Authority's Purchasing Manual, Section 11, paragraphs D or E and

Section 29 of this Agreement. For the purpose of this section, and notwithstanding anything to the contrary in the Purchasing Manual or herein, such action shall only be imposed by the Governing Board of the Solid Waste Authority and only subsequent to a public hearing before the Board during which hearing the Contractor shall have the opportunity to present facts and evidence in its defense.

For the purpose of this Section, the Contract Administrator may deduct any charges from payments due or to become due to the Contractor. In the event the Contractor fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided within this Agreement, the Contract Administrator may arrange for the repairs and assess the Contractor for the cost of the repairs and any applicable administrative charges. The Contract Administrator may assess administrative charges and liquidated damages pursuant to this Section on a monthly basis in connection with this Agreement and shall at the end of each month during the term of this Agreement notify the Contractor in writing of the charges assessed and the basis for each assessment. In the event the Contractor wishes to contest such assessment it shall, within five (5) Business Days after receiving such monthly notice, request in writing an opportunity to be heard by the Authority Board and present its defense to such assessment.

The Authority shall notify the Contractor in writing of any action taken with respect to Contractor's claims and the decision of the Authority Board will be final. Any aggrieved party that wishes to appeal may apply in the Circuit Court of Palm Beach County, Florida, within thirty (30) days of the rendition of such decision in accordance with the applicable Florida Appellate Rules.

D. Filing of Requested Information and Documents:

1. In addition to any other requirements of this Agreement, the Contractor shall be required to file pertinent statistical and aggregate cost information pertaining to residential and commercial Solid Waste and Recovered Materials Collection services that is requested by the Authority. All Solid Waste (including Vegetative Waste) and Recovered Materials tonnage collected by the Contractor in the Service Area during each month, whether residential or commercial, shall be reported accurately to the Authority, in a format and with such dates as specified by the Authority, on or before the 10th day of the following month.
2. The Contractor shall file and keep current with the Authority all documents and reports required by this Agreement. By September 1st of each year this Agreement is in effect, the Contractor shall ensure and certify to the Authority, in a format acceptable to the Contract Administrator, that all required documents are current and on file with the Authority.
3. The Contractor shall provide the Authority on a quarterly basis a list of all commercial customers and containerized residential customers within the Service Area. The list shall include at a minimum the customer name, customer contact person, customer contact telephone number, service address, compactor or container size, level of service and monthly invoice amount.
4. Failure to file any document or report within three (3) Business Days of the required filing date, except where granted an extension by the Contract Administrator, may result in the assessment of liquidated damages as authorized pursuant to this Section 19.B.

20. **NATURAL DISASTERS:** In the event of a hurricane, tornado, major storm or other natural disaster, the Contractor's sole responsibility shall be to reestablish regular routes and schedules for the collection of Solid Waste, Recovered Materials, and Vegetative Waste as soon after the natural disaster as possible. The collection and disposal of Solid Waste shall be the highest priority. The collection and disposal of debris generated by a natural disaster shall not be the responsibility of the Contractor. However the Authority and the Contractor may mutually agree to execute a temporary agreement under which the Contractor will collect debris generated by a natural disaster. Contractor shall have a reasonable expectation that under a separate agreement or agreements, the Authority will procure collection and disposal services for debris generated by a natural disaster. The Contractor agrees to provide full cooperation with the Authority and the debris collection contractor in the aftermath of a natural disaster in an effort to return the county to its pre-disaster state, and resume normal collection services.
21. **FORCE MAJEURE:** Neither the Authority nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Force Majeure, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by a Force Majeure event, give written notice to the other party describing the Force Majeure preventing continued performance of the obligations of this Agreement.

22. **PERMITS AND LICENSES:** The Contractor shall obtain, at their own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect throughout the Term of this Agreement. Any changes of the licenses or permits shall be reported to the Authority within ten (10) Business Days of the change. Failure to obtain and maintain all permits and licenses, including but not limited to any permit or license which may in the future be required by the Authority to engage in the business of Collection in Palm Beach County, shall constitute an event of default.
23. **PERFORMANCE BOND:** The Contractor shall furnish to the Authority a performance bond executed by a surety company rated A- VII or higher by A.M. Best & Co., having a successful record of continuous operation, and licensed, admitted and authorized to do business in the State of Florida or a clean irrevocable letter of credit issued by a bank within Palm Beach County to ensure the faithful performance of this Agreement and all obligations arising hereunder in the appropriate amount determined in accordance with Exhibit D, attached. A clean, irrevocable letter of credit or bond, either of which meeting the requirements of this section, may be substituted for the other upon approval by the Authority. The form of this bond or letter of credit, and the Surety Company, shall be acceptable to Authority legal counsel and the Contract Administrator and shall be maintained during the term of this Agreement as provided in Section 1. The bond(s) shall be endorsed to show the Authority as obligee and it shall provide that bond(s) shall not be canceled, limited or non-renewed until after thirty (30) days' notice has been given to the Authority. A current performance bond or letter of credit evidencing required coverage must be in force and on file at the Authority at all times.

24. **INSURANCE:**

- A. **Worker's Compensation Insurance:** Worker's Compensation coverage must be maintained in accordance with statutory requirements as well as Employer's Liability Coverage in an amount not less than \$100,000.00 per each accident, \$100,000.00 by disease and \$500,000.00 aggregate by disease.
- B. **Liability Insurance:** The Contractor shall, during the term of this Agreement, and any extensions hereof maintain in full force and effect commercial general liability insurance policy and automobile liability insurance policy, which specifically covers all exposures incident to the Contractor's operations under this contract. Such insurance shall be with an insurance company with a current AM Best Rating of A- VII or better, and authorized to do business in the state of Florida and each policy shall be in an amount of not less than \$1,000,000.00 Combined Single Limit for personal bodily injury, including death, and property damage liability and the general liability shall include but not be limited to coverage for Premises/Operations, Products/Completed Operations, Contractual, to support the Contractor's Agreement or indemnity and Fire Legal Liability. In addition to the above liability limits, the Contractor shall maintain \$5,000,000.00 in umbrella and/or excess liability coverage. Policy(ies) shall be endorsed to show the Authority, a political subdivision of the State of Florida, as an additional insured as its interests may appear and shall also provide that insurance shall not be canceled, limited or non-renewed until after thirty (30) days' written notice has been given to the Authority. Current certificates of insurance evidencing required coverage must be on file with the Authority at all times. Contractor expressly understands and agrees that any insurance protection furnished by Contractor shall in no way limit its responsibility to indemnify and save harmless Authority under the provisions of Section 25 of this Agreement.

25. **INDEMNIFICATION:** The Contractor will indemnify, save and hold the Authority harmless from any and all liabilities, losses or damages the Authority may suffer as a result of claims, demands, costs or judgments against the Authority arising out of the acts or omission of the Contractor or its employees, which said liabilities, losses, damages, claims, demands, costs or judgment arise out of the matters which are the subject of this Agreement and the work to be performed thereby. The Contractor shall not be responsible for nor be required to indemnify or hold the Authority harmless for any act, omission, negligence or other liability to the extent caused by the act or omission of the Authority or any one of its employees or agents.

26. **ACCESS AND AUDITS:** The Contractor shall maintain within Palm Beach County adequate records of the solid waste collection and/or recycling services for every year of the Agreement and for five (5) years following the end of the term of this Agreement. Upon request, the Authority or its designee shall have the right to review all records maintained by the Contractor upon 48 hours written notice. In the event that the Authority exercises its right to review under this Section within the term of this Agreement or within the five (5) year period following the end of the term of this Agreement, Contractor must then continue to maintain all records until released by the Authority. If the Contractor fails to maintain records as required pursuant to this Section or infringes the Authority's right to review said records at any time during the period beginning on the date of execution of this Agreement and ending on the date five (5) years after the end of the term of this Agreement, or in the event the Authority has exercised its right to review, the date beyond the date five (5) years after the end of the term of this Agreement that the records are released by the Authority, the Authority will suffer damage, the amount

of which is difficult or impossible to ascertain. Therefore, as a consequence of the aforementioned failure, and in addition to the liquidated damages specifically provided for in this Agreement, the Contractor shall pay to the Authority, as liquidated damages, the sum of \$1,000,000.

27. POINT OF CONTACT: All dealings, contacts, notices, and payments between the Contractor and the Authority shall be directed by the Contractor to the Contract Administrator or designee.
28. NOTICE: Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

AS TO THE AUTHORITY:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412

Attention: Contract Administrator Copy to: Executive Director

AS TO THE CONTRACTOR:

Attention: _____

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made from time to time by written notice. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next Business Day. The original of the notice must additionally be mailed as required herein.

29. DEFAULT OF CONTRACT:

- A. To the extent permitted by law, the Authority may cancel this Agreement, except as otherwise provided below in this section, by giving Contractor thirty (30) days advance written notice, to be served as hereafter provided, upon the happening of any one of the following events:
1. Contractor shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or state of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
 2. By order or decree of a Court, Contractor shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60)

days after the entry thereof, any notice of cancellation shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

3. By or pursuant to or under authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession or control shall continue in effect for a period of sixty (60) days; or
 4. The Contractor has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the Authority pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto, whether such default is considered minor or major, and said default is not cured within thirty (30) days of receipt of written notice by Authority to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Contractor of written demand from Authority to do so, Contractor fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof to demonstrate [a] that the default cannot be cured within thirty [30] days, and [b] that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time).
- B. However, notwithstanding anything contained herein to the contrary, failure of Contractor to provide collection service for a period of two (2) consecutive scheduled Business Days, the Authority may secure the Contractor's billing records (at the request of the Authority, the Contractor shall immediately provide such records). On the third Business Day, in order to provide interim collection services, the Authority may hire an alternate service provider until such time as the matter is resolved and the Contractor is again able to perform pursuant to this Agreement; provided, however, if the Contractor is unable for any reason or cause to resume performance at the end of thirty (30) Business Days all liability of the Authority under this Agreement to the Contractor shall cease and this Agreement may be deemed immediately terminated by the Authority. The cost to provide interim collection service, including all of the Authority's costs, shall be at the Contractor's expense, paid by the Authority and deducted from Contractor's payment(s).
- C. Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Section, in the event that Contractor's record of performance shows that Contractor has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by Contractor, in the opinion of Authority and regardless of whether Contractor has corrected each individual condition of default, Contractor may be deemed a "habitual violator", shall forfeit the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively, shall constitute a condition of irredeemable default. The Authority shall thereupon issue Contractor final warning citing the circumstances therefore, and any single default by Contractor of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of this Agreement. In the event of any such subsequent default, Authority

may terminate this Agreement upon the giving of written Final Notice to Contractor, such cancellation to be effective upon the fifteenth consecutive calendar day following the date of Final Notice, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and Contractor shall have no further rights hereunder. Immediately upon receipt of said Final Notice, Contractor shall proceed to cease any further performance under this Agreement. Contractor shall be deemed to have frequently, regularly or repeatedly defaulted in the event Authority has given Contractor default notice pursuant to Section 29(A)(4) three times in any one year time period or five times cumulatively during the term of this agreement.

- D. In the event of any of the aforesaid events specified in paragraphs A, B, and C above and except as otherwise provided in said paragraphs, termination shall be effective upon the date specified in Authority's written notice to Contractor and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of the Authority under this Agreement to the Contractor shall cease, and the Authority shall have the right to call the performance bond or letter of credit and shall be free to negotiate with other Contractors for the operation of the herein specified services. The Contractor shall reimburse the Authority for all direct and indirect costs of providing interim collection service incurred due to the Contractor's failure to perform.
 - E. AUTHORITY shall be in default ("AUTHORITY Default") under this Agreement if the AUTHORITY fails to observe or perform any of the covenants, conditions, or obligations imposed upon AUTHORITY hereunder, and such failure shall continue for a period of ninety (90) days after written notice from Contractor to AUTHORITY specifying AUTHORITY's default; provided, however, that if the nature of AUTHORITY's default is such that more than ninety (90) days are reasonably required for its cure, then AUTHORITY shall not be deemed to be in default if AUTHORITY commences such cure within such ninety (90) day period and thereafter diligently pursues such cure to completion. In the event of an Authority Default, Contractor and Authority shall attempt to negotiate a resolution of the AUTHORITY Default for a period not to exceed sixty (60) days from the later of: (i) the date that notice of the AUTHORITY Default is delivered to the AUTHORITY; or (ii) the end of any contractually provided cure period. In the event that the parties are unable to negotiate a resolution of the AUTHORITY Default and Contractor wishes to pursue the matter, Contractor shall have the right to seek specific performance of the terms of this Agreement. In the event Contractor seeks specific performance and is unable to obtain specific performance of this Agreement through no fault of Contractor, Contractor shall have the right to terminate this Agreement and/or pursue damages.
30. **PUBLIC WELFARE:** The Authority shall have the power to make changes in or to impose new and reasonable rules and regulations on the Contractor under this Agreement relative to the method of collection and disposal of Garbage, Trash, Bulk Trash, Vegetative Waste or Recovered Materials as shall from time to time be necessary and desirable for the public welfare. The Authority shall give the Contractor reasonable notice of any proposed change and an opportunity to be heard concerning those matters. The method of collection and disposal of Solid Waste and Recovered Materials set out herein shall also be liberally construed to include, but not be limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. The Contractor shall be reasonably and appropriately compensated as determined by negotiation and agreement between the Authority and the Contractor for any additional services or other obligations required of the Contractor due to any modification in the Agreement under this Section.

31. **RIGHT TO REQUIRE PERFORMANCE:** The failure of the Authority at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Authority thereafter to enforce the same. Nor shall waiver by the Authority of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.
32. **TITLE TO WASTE:** The Authority shall, at all times, hold title and ownership to all Commercial Solid Waste, Recovered Materials and Vegetative Waste and Residential Solid Waste, Vegetative Waste, and Recovered Materials and all other waste collected by the Contractor pursuant to this Agreement and the Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials without specific written authorization from the Contract Administrator.
33. **GOVERNING LAW AND VENUE:** Any and all legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County and the Agreement will be interpreted according to the laws of Florida.
34. **COMPLIANCE WITH LAWS:** The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, regulations and rules.
35. **SEVERABILITY:** The invalidity, illegality, or non-enforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
36. **ASSIGNMENT:** No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the Authority. The Authority shall have full discretion to approve or deny, with or without cause, any proposed assignment or assignment by the Contractor. Any assignment of this Agreement made by the Contractor without the express written consent of the Authority shall be null and void and shall be grounds for the Authority to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the Contractor, and upon the date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the Authority under this Agreement to the Contractor shall cease, and Authority shall have the right to call the performance bond or letter of credit and shall be free to negotiate with other contractors or any other person or company for the service of the franchise area which is the subject of this Agreement. In the event of any assignment, assignee shall fully assume all the liabilities of the Contractor.

It is the intent of the parties that no person, corporation or company, whether by itself or through a relative, itself or through its parent(s), subsidiary(s) or holding companies, shall at any time hold or have control of more than two (2) of the four (4) Solid Waste and Recycling Collection Franchise Service Areas identified as Service Area 1, Service Area 2, Service Area 3 and Service Area 4, nor exceed this amount from the acquisition of an additional franchise.

For purposes of this section a parent, subsidiary or holding company shall mean any person, corporation or company holding, owning or in control of more than 10% of the stock or financial interest of another person, corporation or company.

37. **MODIFICATION:** This Agreement constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of an Amendment executed by both parties.
38. **INDEPENDENCE OF AGREEMENT:** It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties hereto, or as constituting the Contractor as the agent, representative or employee of the Authority for any purpose whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.
39. **ANNEXATIONS AND INCORPORATIONS:** Adjustments to Service Area boundaries and the rights of the parties to this Contract due to municipal annexation or contraction will be as provided by Florida Statutes Section 171.062, as amended, or its successor. Adjustments to Service Area boundaries and the rights of the parties to this Agreement due to incorporation will be as provided by Florida Statutes Section 165.061, as amended, or its successor.
40. **CHANGE OF LAW:** The parties understand and agree that the Florida Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state or local, which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law.

To the extent that any law effective after the opening and awarding of bids for this Agreement is in conflict with, or requires changes in, the provisions of collection service or exclusive rights set out in this Agreement, the parties agree to enter into good-faith negotiations for the resolution of any such changes in this Agreement as a result of change in law.

41. **OTHER RATE ADJUSTMENTS:** The Authority will strictly enforce all of the provisions of the Franchise Agreement including liquidated damages clauses for any performance quality problems. The Contractor shall not be allowed rate increases on the basis that the Contractor bid too low or agreed to do the work for a lower bidder's price. Non-performance of Franchise Agreement or a request for a rate increase, either of which are attributed to the Contractor accepting the Franchise Agreement award at an insufficiently low rate, may, at the Authority's sole discretion, result in cancellation of all Solid Waste and Recycling Collection Services Franchise Agreements for all Service Areas entered into with the Contractor.

42. EQUAL BUSINESS OPPORTUNITY PROGRAM

42.1 SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) PARTICIPATION:

The Governing Board of the Authority has implemented the Economic Inclusion Policy administered by the Equal Business Opportunity (EBO) Program Office to ensure that all segments of its business population, including, but not limited to small, local, minority, and women-owned businesses, have an equitable opportunity to participate in the Authority's procurement process as described in Section 6 of the Purchasing Manual, is incorporated herein.

A. Affirmative Procurement Initiative (API):

The Authority has applied the following contract-specific Affirmative Procurement Initiative to this contract. Contractor hereby acknowledges and agrees the selected API requirement shall also be extended to any change order or subsequent contract modification, and absent EBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement.

SBE and M/WBE SUBCONTRACTOR PARTICIPATION:

The Authority established a mandatory 20% participation goal for Small/Minority/Women Business Enterprise (S/M/WBE) participation in this agreement in accordance with the solicitation.

B. Subcontractor/Supplier Utilization Plan:

The Subcontractor / Supplier Utilization Plan submitted by the Contractor to Authority with its proposal for this contract contains the names of the certified S/M/WBE Subcontractors to be used by Contractor on this contract, the respective percentages and dollar value of the total prime contract dollar value to be awarded and performed by each S/M/WBE Subcontractor, and documentation including a description of each S/M/WBE Subcontractor's scope of work and confirmation of each S/M/WBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this Agreement. In the absence of a waiver granted by the EBO, the failure of Contractor to attain this subcontracting goal for S/M/WBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of the contract with the Authority, and may result in debarment from performing future Authority contracts, withholding of payment up to the dollar amount of the underutilization below the agreed upon S/M/WBE subcontracting goal, and/or shall be subject to any other remedies available under the terms of this Agreement for violations of the EBO Program Policy, or under any other law.

C. Calculating S/M/WBE Participation:

The percentage of participation shall be calculated by dividing the actual payments made to local certified S/M/WBE firms providing goods and/or services necessary to support the required services under the agreement by the Net Revenue earned in the performance of this Agreement. Net Revenue shall be defined as Gross Revenue less the sum of the disposal charges billed to commercial customers, the disposal charges in excess of the residential credit incurred by the Contractor and paid to the Authority in performance of its services to residential customers, and the franchise fees paid to the Authority. Gross Revenue shall be defined as all revenue derived by the Contractor in performance of this Agreement, including but not limited to the monthly residential rates paid to the Contractor by the Authority, the commercial charges billed by the Contractor to the commercial customer, container maintenance charges, special services charges, and all other revenue received by the Contractor from any source in relation to this Agreement.

The goal is to encourage doing business with certified local S/M/WBE firms with certifications from any certifying organization in the State of Florida approved by the Authority. For the purpose of this requirement, an eligible local S/M/WBE firm included in the Contractor's plan submitted in response to the solicitation giving rise to this Agreement must have had a valid certification prior to the due date for responses to Bid/RFP. Certified local S/M/WBE firms added after contract award must have a valid certification prior to the date upon which they are added. Furthermore, such firms shall be domiciled in Palm Beach County as defined in the Authority's Purchasing Manual, Section 6, incorporated herein, as of the aforementioned dates required for certification.

D. Demonstration of Good Faith Effort:

For the purposes of this agreement, "Good Faith Effort" as defined in the Authority's Purchasing Manual, is incorporated herein. The Subcontractor/Supplier Utilization Plan is a binding part of this contract agreement which states the Contractor's commitment for the use of Joint Venture Partners and/or Subcontractors/Suppliers in the performance of this contract agreement. The Subcontractor/Supplier Utilization Plan shall state the names, scope of work, and dollar value of work to be performed by each of Contractor's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the EBO Office. The Subcontractor/Supplier Utilization Plan may be modified by submitting to the EBO Office a request for additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, or dollar values of work to be performed. Upon approval by the EBO office or its designee of the requested additions, deletions or modifications, it shall constitute a duly authorized modification of this Agreement and considered an amendment hereto by consent of the parties satisfying the requirements of Section 37 without necessity of further action of any type by the parties. Among other things, in demonstration of a Good Faith Effort in relation to this Agreement, Contractor shall follow all requirements of the EBO Program, including:

1. If awarded Contractor is unable to meet the participation requirements for S/M/WBEs specified in its Subcontractor/Supplier Utilization Plan, the contractor shall seek

substitute or additional S/M/WBEs to fulfill the requirements; the requested substitution must be approved in writing by the Coordinator of the EBO Office or designee and the Originating Department Director or designee.

2. If, after reasonable Good Faith Efforts, the Contractor is unable to find an acceptable substitute or additional S/M/WBE, a post-award waiver shall be requested. The request shall document the reasons for the contractor's inability to meet the goal requirement. In the event the contractor is found not to have performed Good Faith Efforts in its attempt to find a suitable substitute or additional for the initial S/M/WBE proposed utilization, the contract may, in the Authority's sole discretion, be terminated for material breach or the Authority may impose other penalties and sanctions within the law.
3. If requesting a post-award vendor subcontracting waiver, the Contractor shall request waiver of a specified subcontracting goal by submitting a Post-Award Vendor Subcontracting Waiver Request Form (See Exhibit J). Documentation and supporting evidence of all Good Faith Efforts made to comply with the subcontracting goal must also be submitted.

E. Equal Business Opportunity (EBO) Program Compliance – General Provisions

1. Contractor acknowledges that the Authority's EBO Program is in furtherance of the Authority's efforts at economic inclusion, and that Contractor's commitments, including but not limited to the Subcontractor/Supplier Utilization Plan, are part of Contractor's scope of work as referenced in the Authority's solicitation that formed the basis for contract award and subsequent execution of this Agreement. Contractor's compliance with the EBO Program and exercise of a Good Faith Effort to achieve the M/WBE and SBE Participation Goals are considered by the parties to this Agreement to be material terms. Contractor voluntarily agrees to fully comply with the EBO Program terms as a condition for being awarded this contract by the Authority. Without limitation, Contractor further agrees to the following terms as part of its contract compliance responsibilities under the EBO Program:
 - a) Contractor shall cooperate fully with the EBO Office and other Authority departments in their data collection and monitoring efforts regarding Contractor's utilization and payment of all of its subcontractors and suppliers, including both S/M/WBE and non-S/M/WBE firms for their performance of Commercially Useful Functions on this contract, including, but not limited to, the timely submission of completed forms to the Office of EBO as specified in the EBO Program Policy & Procedures, the timely submittal of Monthly Subcontractor/Supplier Utilization Reports (Exhibit H), and when established the entry of data into the Centralized Bidder Registration System (CBR), and ensuring the timely compliance of its subcontractors and suppliers with this requirement;
 - b) Contractor shall cooperate fully with any Authority or EBO investigation (and shall also respond truthfully and promptly to any Authority or EBO inquiry) regarding possible non-compliance with EBO Program requirements on the part of Contractor or its Subcontractors or suppliers;

- c) Contractor shall permit the EBO, upon reasonable notice, to undertake inspections as necessary, including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
- d) Contractor shall immediately notify Authority in writing to the EBO and the Originating Department for this contract of any proposed changes to Contractor's Subcontractor / Supplier Utilization Plan, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by Contractor to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan, including, but not limited to, proposed self-performance of work by Contractor of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers by submitting a Post Award Vendor Subcontracting Waiver Request (Exhibit J) and Change To Utilization Plan form (Exhibit I), and shall be subject to advanced written approval by the Originating Department and the EBO;
- e) Contractor shall immediately notify the Originating Department and EBO of any transfer or assignment of its contract with the AUTHORITY, as well as any transfer or change in its ownership or business structure in accordance with Section 36;
- f) Contractor shall retain all records of its Subcontractor payments for this contract for a minimum of five (5) years following the conclusion of this contract;
- g) In instances wherein the EBO determines that a Commercially Useful Function is not actually being performed by the S/M/WBE firms listed in a Contractor's Subcontractor/Supplier Utilization Plan, the Contractor shall not be given credit for the participation of its S/M/WBE subcontractor(s) or joint venture partner(s) towards attainment of S/M/WBE firm utilization goals, and the Contractor and its listed S/M/WBE firms may be subject to sanctions and penalties in accordance with the EBO Program Policy and Procedures;
- h) Contractor acknowledges that the Authority will not execute an agreement for this project until the Contractor and each of its Subcontractors for this project have registered and/or maintained active status in the Authority's Vendor Registration System and when established its CBR, and Contractor has represented to Authority which primary commodity codes each registered Subcontractor will be performing under for this contract;
- i) Contractor acknowledges that the Authority will not execute an agreement for this project until the Contractor provides an executed agreement with each of its S/M/WBE Subcontractors or suppliers with a contract term having the same as with this Agreement at a minimum.

F. Affirmative Procurement Initiatives - Compliance

1. Commercial Non-discrimination Policy Compliance:

As a condition of entering into this agreement, the Contractor represents and warrants that it has complied with throughout the course of this bidding and contract award process, and will continue to comply with, the Authority's Commercial Non-discrimination Policy, as described in Section 50 hereof and in Section 6 of the Purchasing Manual, is incorporated herein. As part of such compliance, Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability or genetic information, or on the basis of any otherwise unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the Authority's relevant marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of the company from participating in Authority contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Contractor's certification of its compliance with this Commercial Non-discrimination Policy as submitted to the Authority pursuant to the bid solicitation for this contract is hereby attached and incorporated into the material terms of this Agreement. Contractor shall incorporate this clause into each of its subcontractor and supplier agreements entered into pursuant to Authority contracts.

2. Prompt Payment:

As a requirement of this contract by Contractor, Contractor shall be required to submit to Authority accurate payment information with each invoice regarding each of its subcontractors to ensure that the Contractor's reported subcontract participation is accurate. Contractor shall pay its subcontractors in compliance within timeframes set forth in accordance with the Florida Local Government Prompt Payment Act, or within ten (10) days of receipt of payment from the Authority, whichever is sooner.

3. Violations:

In addition to the above, Contractor acknowledges and agrees that it is a violation of the EBO Program Policy and Procedures and a material breach of this Agreement to:

- a) Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE for purposes of benefitting from the EBO Program;

- b) Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the EBO Program;
- c) Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE firm;
- d) Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the EBO Program; and
- e) Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the EBO Program.

4. Penalties, Sanctions and Debarment:

Any person who violates the provisions of this section shall be subject to the provisions of Section 6 of the EBO Program and Section 19 of this Agreement including but not limited to:

- a) Suspension of contract;
- b) Withholding of funds up to an amount equivalent to the deficiency in the S/M/WBE Participation;
- c) Termination of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
- d) Refusal to accept a response or proposal; to a future bid or RFP and
- e) Disqualification of Contractor or other business firm from eligibility for providing goods or services to the Authority for a period not to exceed three (3) years (subject to change) (upon Authority Board approval).

43. **LOCAL BUSINESS PARTICIPATION:** The Governing Board of the Authority has made it a goal for this Agreement that the use of local businesses be maximized. For the purposes of this requirement, the term "local business" means a business which has a permanent place of business within the county and which holds a business tax receipt issued by the county that authorizes the business to provide the goods, services, or construction to be purchased and which business tax receipt is issued prior to the issuance of this Invitation to Bid. If the business is a joint venture/partnership, it is sufficient for qualification as a local business if at least one (1) of the joint ventures/partners meets the test set forth in this subsection. For the purposes of this requirement, having a "permanent place of business" within the county means having headquarters which are located within the county or a permanent office or other site located within Palm Beach County from which the local business will produce or provide a substantial portion of the goods or perform a substantial portion of the services to be purchased and which headquarters or office was in existence prior to the issuance of the Invitation to Bid. A post office box or location at a postal service center shall not constitute a permanent place of business. Contractor

shall prioritize the satisfaction of the S/M/WBE goals established in Section 42 of the Agreement. Upon satisfaction of the requirements of Section 42, Contractor shall prioritize the utilization of local businesses. For every procurement, Contractor shall contact local businesses that provide the supplies or services sought, assess their qualifications and interest to provide the supplies or services sought, and provide them with the opportunity to submit a quote, bid or proposal. Contractor shall thoroughly investigate the capabilities of local businesses and maintain documentary evidence that it did not reject local businesses without sound reasons. The Contractor agrees to maintain all relevant records and information necessary to document compliance with this contract for five (5) years following the term of this Agreement and shall allow the Authority to inspect such records upon request.

44. **PUBLIC ENTITY CRIMES:** No Contractor may be a person or affiliate identified on the Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. The Contractor is required to comply with Florida Statutes Section 287.133, as amended, or its successor.
45. **SUBSTANTIAL COMPLIANCE:** The Contractor shall promptly collect all materials disposed of by the customer, provided the materials are prepared and placed within substantial compliance with the guidelines as set forth herein. Any dispute as to the standards of substantial compliance shall be determined by the Contract Administrator or his designee.
46. **COMPETENCY TO CONTRACT:** The Contractor expressly recognizes, acknowledges, and agrees the Solid Waste Authority of Palm Beach County is a legally constituted agency, that is, a dependent special district created by the Florida Legislature in Chapter 2001-331, Laws of Florida. Furthermore, the Contractor expressly admits, acknowledges, and recognizes the Authority's jurisdiction and ability to enter into collection franchise agreements in Palm Beach County. The Contractor expressly recognizes, acknowledges and agrees that the Authority has the legal right under Chapter 2001-331, Laws of Florida, to maintain flow control of Solid Waste generated within Palm Beach County, and has the right under 403.7046 F.A.C. to provide for the exclusive collection, transportation and processing of Recovered Materials from single family and multi-family residential properties. The Contractor hereby waives any legal causes of action regarding the Solid Waste Authority's competency and/or ability to enter into solid waste collection franchise agreements.
47. **COMMUNITY SERVICE:** The Contractor shall provide collection of debris through means of roll-off Container(s), placement and collection pull service or by mechanical means utilizing a clamshell vehicle throughout each Fiscal Year, at no cost to the Authority or others, for illegal dumping, neighborhood cleanups and special events, including, but not limited to the Great American Cleanup, and other events as requested by the Authority.

Contractor shall pay the cost of loading and transporting such containers and/or debris to an Authority approved disposal facility. The Authority shall pay the cost of disposal.

For neighborhood cleanups and special events, Contractor shall provide collection of debris on a schedule as determined by the Authority's community service manager or designee. In the case of illegal dumping that is determined by the Authority to pose a nuisance or danger to the public, Contractor shall provide collection of debris within 24 hours of notice sent by either electronic means or by phone.

The maximum quantity of debris to be collected within each Service Area during each fiscal year of the Agreement is as follows:

Service Area	Cubic Yards
1	500
2	500
3	500
4	500

Contractor shall receive a written quarterly report from the Authority to accurately reflect the amount of debris collected each quarter and the total year-to-date.

48. **OFFICE OF THE INSPECTOR GENERAL:** Palm Beach County has established the Office of the Inspector General, Ordinance (OIG) No. 2009-049, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Authority has entered into an agreement with Palm Beach County for Inspector General services. This agreement provides for the Inspector General to provide services to the Authority in accordance with the authority, functions and powers set out in the ordinance. All parties doing business with the Authority and receiving Authority funds shall fully cooperate with the Inspector General including providing access to records relating to this Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement and detect corruption and fraud. Failure to cooperate with the Inspector General or interference with or impeding any investigation shall be a violation of Ordinance 2009-049 and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

49. **SCRUTINIZED COMPANIES:**

A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

B. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by Contractor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

50. **COMMERCIAL NON-DISCRIMINATION POLICY:** It is the policy of the Authority not to enter into a contract or to be engaged in business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, subcontractors or commercial customers on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in relevant marketplace for Palm Beach County.
51. **THIRD PARTY BENEFICIARY DISCLAIMER:** It is not the intention of these documents to create third party beneficiary status in any person or entity that is not a direct party to this Agreement. No language in this Agreement should be construed or interpreted as creating a third party beneficiary.

52. **PUBLIC RECORDS, ACCESS AND AUDITS**

1. It is the intent of this Article to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended.

2. **DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGER
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FL. 33412
561-640-4000 EXT. 4210
RECORDS CUSTODIAN@SWA.ORG

3. The Contractor shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work, in accordance with the timeframes and classifications for records retention as per the General Records Schedule GS1-SL for State and Local Government Agencies (see: <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>) after completion or termination of this Contract. Upon AUTHORITY'S request, Contractor shall provide AUTHORITY with access to such records during normal business hours at a location within Palm Beach County for purposes of inspection or audit.
4. Notwithstanding anything herein to the contrary, the Contractor expressly acknowledges that: i) it is providing a specific service to the AUTHORITY in the performance of this Contract; ii) acting on behalf of the AUTHORITY in the performance of this Contract; iii) that it has read and is familiar with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended, and both understand its responsibility and obligation to comply with this law; and iv) to the extent any question(s) arise regarding its duties to produce public records, it shall contact the Records Manager with same.

5. Any public records requests directed to, or related in any way to this contract shall be directed solely to the Records Manager. If the requested records are not in the possession of the Records Manager they shall immediately notify the Contractor and the Contractor must provide the records or allow access to the records within a reasonable time. A Contractor who fails to provide the records to the public agency within a reasonable time may be subject to penalties under Florida Statutes (F.S) §119.10, and §119.10(2) provides that a person who willfully and knowingly violates the Public Records Act commits a misdemeanor of the first degree, which is punishable by up to a year in jail and a fine not to exceed \$1,000.
6. Therefore, the Contractor is required to:
 - 1) Keep and maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service;
 - 2) Upon AUTHORITY's request from the AUTHORITY's Records Manager provide the AUTHORITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time on the same terms and conditions that the AUTHORITY would provide the records at a cost that does not exceed the cost provided by Florida law;
 - 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if the Contractor does not transfer the records to the AUTHORITY; and
 - 4) Upon completion of the Agreement, transfer, at no cost, to the AUTHORITY, all public records in possession of the Contractor or keep and maintain public records required by the AUTHORITY to perform the service. If the Contractor transfers all public records to the AUTHORITY upon completion or termination of the Agreement the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the AUTHORITY, upon request from the AUTHORITY's Record Manager, either during performance of the Agreement or after termination or completion of the Agreement in a format that is compatible with the information technology systems of the AUTHORITY.
7. Failure of the Contractor to comply with these requirements shall be a material breach of this Contract.

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In Witness Whereof, the Solid Waste Authority of Palm Beach County, at a regular meeting thereof, by action of the Authority Board authorizing and directing the foregoing be adopted, has caused these presents to be signed by the Authority's Executive Director, and the Authority's seal to be hereunto affixed, and _____ has executed this Agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

By: _____
Mark Hammond, Executive Director

ATTEST: (Seal)

By: _____
Sandra Vassalotti, Clerk to the Board

APPROVE AS TO LEGAL SUFFICIENCY

APPROVE AS TO TERMS AND CONDITIONS

By: _____
Howard J. Falcon, III
General Counsel

By: _____
Signature

Print Name

Title

ATTEST:

[NAME OF CONTRACTOR]:

By: _____
Corporate Secretary

By: _____
Signature

WITNESSES:

Print Name

Title

Witness Signature

Print Witness Name

(Corporate Seal)

Witness Signature

Print Witness Name

Approved by Authority Board on _____

SOLID WASTE AND RECYCLING COLLECTION SERVICES FRANCHISE AGREEMENT

EXHIBITS

Solid Waste Authority Franchise Area Boundaries

Description of the boundaries of franchise known as Service Area 1 in Palm Beach County, Florida is as follows:

<u>Section</u>	<u>Township</u>	<u>Range</u>
31 thru 36	40	41
1 thru 36	41	41
1 thru 13, 22, 23, 24, 25, 26, 27, 34, 35, 36	42	41
1, 2, 3, 10, 11, 12, 13, 24, 25, 3 (north of and inclusive of the north side of SR 80)	43	41
1, 12 (north of and inclusive of the north side of Forest Hill Blvd)	44	41
25, 26, 27, 31, 32, 33, 34, 35 36	40	42
1 thru 36	41	42
1 thru 36	42	42
1 thru 36	43	42
1 thru 12 (north of and inclusive of the north side of Forest Hill Blvd)	44	42
30, 31, 32	40	43
5, 6, 7, 8, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, 33	41	43
3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22 27, 28, 29, 30, 31, 32, 33, 34	42	43
3, 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22, 26, 27, 28, 29, 30, 31, 32, 33, 34	43	43
3, 4, 5, 6, 7, 8, 9, 10 (north of and inclusive of the north side of Forest Hill Blvd)	44	43

Less and excepting therefrom all incorporated areas.

All references are as to the Palm Beach County Property Appraiser's property control numbers (tax folio numbers) as used in reference to the Property Appraiser's assessor maps in Palm Beach County, Florida.

Solid Waste Authority Franchise Area Boundaries

Description of the boundaries of franchise known as Service Area 2 in Palm Beach County, Florida is as follows:

<u>Section</u>	<u>Township</u>	<u>Range</u>
31 thru 36	40	40
1 thru 36	41	40
1 thru 36	42	40
1 thru 42	43	40
1 thru 36	44	40
19, 20, 21, 28, 29, 30, 31, 32, 33	42	41
16,17,18 (south of and inclusive of south side of North Lake Blvd)	42	41
4, 5, 6, 7, 8, 9, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 26, 27, 28, 29, 30, 31, 32, 33, 34, 35	43	41
12 (north of and inclusive of north side of Heritage Farms Rd)	45	41
8, 9 (south of and inclusive of the south side of Forest Hill Blvd)	44	42
10 (south of and inclusive of south side of Forest Hill Blvd and east of and inclusive of east side of Jog Rd)	44	42
13, 14, 23, 24, 25, 26, 35, 36, 37, 38, 39	44	42
15, 22, 27, 34, 39 (east of and inclusive of east side of Jog Rd)	44	42
1, 2 (east of and inclusive of east side of Jog Rd)	45	42
7, 8, 9, 10 (south of and inclusive of the south side of Forest Hill Blvd), 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33, 34, 41, 42	44	43
3, 4, 5, 6	45	43

Less and excepting therefrom all incorporated areas.

All references are as to the Palm Beach County Property Appraiser's property control numbers (tax folio numbers) as used in reference to the Property Appraiser's assessor maps in Palm Beach County, Florida.

Solid Waste Authority Franchise Area Boundaries

Description of the boundaries of franchise known as Service Area 3 in Palm Beach County, Florida is as follows:

<u>Section</u>	<u>Township</u>	<u>Range</u>
1 thru 36	45	40
1 thru 36	46	40
1 thru 24	47	40
7 thru 36	45	41
1 thru 36	46	41
1 thru 30	47	41
7, 8, 17, 18, 19, 20, 29, 30, 31, 32	45	42
9, 10, 11, 12, 13, 14, 15, 16, 20, 21, 22, 23, 24 (east of and inclusive of the east side of the Florida Turnpike and north of and inclusive of the north side of Boynton Beach Blvd)	45	42
5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, 32	46	42
5, 6, 7, 8, 17, 18, 19, 20, 29, 30, 31, 32	47	42
7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22 (north of and inclusive of the north side of Boynton Beach Blvd)	45	43

Less and excepting therefrom all incorporated areas.

All references are as to the Palm Beach County Property Appraiser's property control numbers (tax folio numbers) as used in reference to the Property Appraiser's assessor maps in Palm Beach County, Florida.

Solid Waste Authority Franchise Area Boundaries

Description of the boundaries of franchise known as Service Area 4 in Palm Beach County, Florida is as follows:

<u>Section</u>	<u>Township</u>	<u>Range</u>
25, 26, 27, 28, 33, 34, 35, 36 (south of and inclusive of the south side of Boynton Beach Blvd and east of and inclusive of the Florida Turnpike)	45	42
1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, 36 (east of and inclusive of the east side of the Florida Turnpike)	46	42
1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, 36 (east of and inclusive of the Florida Turnpike)	47	42
27, 28, 29, 30, 31, 32, 33, 34 (south of and inclusive of the south side of Boynton Beach Blvd)	45	43
3 thru 33	46	43
4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 29, 30, 31, 32	47	43

Less and excepting therefrom all incorporated areas.

All references are as to the Palm Beach County Property Appraiser's property control numbers (tax folio numbers) as used in reference to the Property Appraiser's assessor maps in Palm Beach County, Florida.

APPROVED RATE SCHEDULE
SERVICE AREA X
FY 2018-2019 MONTHLY RATES

RESIDENTIAL COLLECTION (PER UNIT)

Services	Curbside Service	Containerized Service
Solid Waste	\$_____ (2x/wk)	\$_____ (2x/wk avg)
Vegetative	\$_____ (1x/wk)	XXXXXXXX
Recycling	\$_____ (1x/wk)	\$_____ (1.5x/wk avg)
Cart Maintenance Fee	\$2.10	N/A
Total:	\$_____	\$_____

COMMERCIAL COLLECTION

Container Solid Waste Collection Rate	\$3.55 per cubic yard
Compactor Collection Rate (8 cubic yards or less)	\$4.44 (1.25x the container collection rate)
Commercial Recycling Collection Rate	\$_____ per cubic yard
Small Business Generator (less than 1 cubic yard per week, additional Cart maintenance fee)	\$32.00 per month (\$16.00 collection and \$16.00 disposal)
96 Gallon Recycling Container (1 time per week)	\$16.00
Compactor Collection Rate (greater than 8 cubic yards Roll-off Compactors)	\$210.00 per pull
Roll-off Collection Rate	\$175.00 per pull

SPECIAL SERVICES RATES ESTABLISHED BY THE AUTHORITY

(Not to be Adjusted during the Term of the Agreement)

SERVICE	RATE PER SERVICE
Rolling Out Commercial 95 or 101 Gallon Container with 10 or more feet per direction	\$1.00 (no charge for Residential regardless of distance, no charge for commercial less than 10 feet per direction)
Rolling Out Container (and returning it to original location)	\$1.84 per Service per Container
Back Door Service (Residential Curbside Only)*	\$22.00 per Dwelling Unit
Opening (and closing) Doors or Gates	No Charge
Locks for Containers	\$9.00 (one time) Charge for Replacements based on cost +10%
Unlocking Containers	\$1.35
Supplying (and retrofitting) locking mechanism on Container per customer request only	\$55.00
Adding wheels to or changing wheels on Containers	No Charge
Adding lids to or changing lids on Containers	No Charge
Moving Container Location Per Customer Request	No Charge
Changing Out Sizes (above one time per year residential only)	\$55.00
Changing Out Sizes (Commercial)	\$55.00
Additional Scheduled Pick-ups for Residential Containerized Customers	Same as Applicable Commercial Collection Rates (No Disposal Charges)
Additional Unscheduled (picked up by end of business the following day but not including "on-call") Pick-ups for Commercial and Residential Containerized Customers	\$25.00 Special Service Fee Plus Applicable Commercial Collection and Disposal Rates Per Dumpster (No Disposal Charges for Residential)
Special Service or Special Equipment required because of impaired accessibility	Negotiable
Turn around Compactors (commercial customer only)	\$20.00 (No Charge for Multi-family)
Stump/Land Clearing Collection	Negotiable
Residential Vegetation Collection	\$8.00 Per CY
Residential Mixed Collection (Vegetation with C&D and/or bulk)	\$22.00 Per CY

* No charge for residents medically unable to bring Solid Waste or Recovered Materials to curbside as delineated in Section 4.

MONTHLY CONTAINER MAINTENANCE FEES ESTABLISHED BY THE AUTHORITY

(Not to be Adjusted during the Term of the Agreement)

CONTAINERS (NON-COMPACTING)	
SIZE (cubic yards)	RATE w/out locking mechanism
CART	\$2.10
2 YD	\$24.00
3 YD	\$26.00
4 YD	\$28.00
6 YD	\$30.00
8 YD	\$32.00
10-40 YD ROLL-OFF	\$50.00

Capacities in between these values can be obtained by interpolation.

Capacities outside of these values can be obtained by extrapolation.

COMMERCIAL SOLID WASTE AND VEGETATIVE DISPOSAL CHARGE CALCULATION

The Authority will determine the commercial disposal fee rates (\$/cubic yard) each Fiscal Year based on a calculation supplied by the Authority and the tipping fee. The calculation for non-compacted Garbage and Trash is 134 lbs/cubic yard times the Authority's tipping fee (\$/ton) times 1 ton/2000 lbs = ____\$/cy. Commercial non-compacted Vegetation is calculated at 350 lbs/cubic yard times the Authority's tipping fee (\$/ton) times 1 ton/2000 lbs = ____\$/cy. The compacted rate for commercial solid waste or vegetative waste may be billed at either actual expense or three times the rate for non-compacted solid waste or vegetative rate, respectively.

In the unlikely event the Authority charges a tipping fee for Recovered Materials, the Contract Administrator will determine the conversion factor and calculate the factor times the tipping fee for Recovered Materials. The Contractor will be responsible for billing Commercial Recycling Collection customers for the Recovered Materials disposal fee.

RESIDENTIAL SOLID WASTE DISPOSAL CREDIT CALCULATION

Category	Type	Generation Factor (Tons/Year)	Times(x) Garbage Tipping Fee	Annual Credit per unit
I	Single Family	1.10	x	=
II	Multi-family, 4 or less units	0.67	x	=
III	Mobile Homes	1.10	x	=
IV	Multi-family, more than 4 units	0.74	x	=

RESIDENTIAL VEGETATIVE WASTE DISPOSAL CREDIT CALCULATION

Category	Type	Generation Factor (Tons/Year)	Times(x) Vegetation Tipping Fee	Annual Credit per unit
I	Single Family	0.85	x	=
II	Multi-family, 4 or less units	0	x	=
III	Mobile Homes	0.58	x	=
IV	Multi-family, more than 4 units	0	x	=

PAYMENT ADJUSTMENT SCHEDULE

A. Annual Adjustment – Non-Fuel

The annual adjustment shall be applied to those rates subject to adjustment as shown in Exhibit B and as provided within this Agreement. For the purpose of this Agreement, the Non-Fuel component is assumed to represent 90% of the Contractor's costs therefore 90% of the approved rates shall be so adjusted.

The rates shall be adjusted as follows:

The rates shall be adjusted annually, commencing on the first anniversary date, by the change in the Water and Sewer and Trash Collection Services Index, Series ID CUSR0000SEHG, as published by the United States Department of Labor, Bureau of Labor Statistics (www.bls.gov). The change in the index shall be calculated by dividing the average of the index over the twelve month period ending the December preceding the effective date of the adjustment by the average of the index over the twelve month period from January 2017 through December 2017. The first adjustment shall be effective October 1, 2019.

For example:

For the year beginning October 1, 2019, the average of the index over the twelve month period from January 2018 through December 2018 shall be divided by the average of the index over the twelve month period from January 2017 through December 2017. The result shall be multiplied by the rates subject to adjustment, and that result shall be rounded to the nearest cent. The resultant rates shall be effective from October 1, 2019 through September 30, 2020.

B. Bi-Annual Fuel Adjustment (Fuel Surcharge/Credit)

The rates subject to adjustment shall be subject to a bi-annual fuel price surcharge/credit for fluctuations in the price of fuel. For the purpose of this Agreement, fuel is assumed to represent 10% of the Contractor's costs therefore 10% of the approved rates shall be so adjusted.

The rates shall be adjusted as follows:

For the rates subject to adjustment, a bi-annual fuel surcharge/credit shall be charged/credited basis based on the percentage change in the bi-annual average price of fuel as published by the Oil Price Information Service (OPIS) and measured by the OPIS Standard Rack, OPIS No. 2 Distillate Gross Prices, Unbranded Average for Miami, Florida between the month of November 2017 and the month two (2) months prior to the effective date.

For example:

For the month of October 2018, the fuel surcharge/credit shall be calculated by dividing the reported unbranded average price for August 2018 by the unbranded average price for November 2017, multiplying the result by ten (10) percent of the bid or Authority established price, and subtracting ten (10) percent of the bid or Authority established price.

Assuming:

Index for November	2017	315.98
Index for August	2018	340.67

Commercial Solid Waste Collection Rate (per yd.) \$3.55

Surcharge: $340.67/315.98 \times .10 \times 3.55 - (.10 \times 3.55) =$ \$.0254

The surcharge/credit shall be rounded to the nearest cent, which in this example would result in a \$.03 per cubic yard surcharge.

PERFORMANCE BOND REQUIREMENT

The Annual Performance Bond due to the Authority from the Contractor is calculated as:

Gross Annual Revenues (Minus Disposal Fees paid to the Authority) x 1/3 = Performance Bond Required

Sample Performance Bond Requirement

Gross Revenue	\$2,450,000
Less Disposal Fees	<u>750,000</u>
	\$1,700,000

Annual Performance Bond Requirement = $0.3333 \times \$1,700,000 = \$566,667$

MONTHLY FINANCIAL REPORTING FORMAT

The Contractor shall submit to the Authority within forty-five (45) days of the end of each month a revenue statement prepared in accordance with general accepted accounting standards for each residential and commercial operation within each Service Area. Therefore, if a Contractor has two (2) Service Areas, four (4) separate monthly statements will need to be submitted: two (2) residential and two (2) commercial.

The Contractor shall disclose all methods of allocations used to distribute revenues between Service Areas and/or commercial and residential operations. The disclosure shall be in narrative form and include the basis for the allocation method.

The required format for monthly financial statement reporting in accordance with this Franchise Agreement is shown below.

(Contractor)

Statement of Revenues and Disposal Expenses

(Residential or Commercial) Service Area X
For (month, year) ended (month, year)

Revenues:

(list by type - commercial and residential,
including collection rates, container rental,
special service rates, etc.)

\$ _____

Total Revenue:

\$ _____

Disposal Expenses:

Disposal fees paid to the Authority

\$ _____

Net

\$ _____

Franchise Fees (Net x .03%)

\$ _____

"The Accompanying Notes are an Integral Part of this Statement"

AUTHORITY PUBLIC DROP-OFF RECYCLING CONTAINERS

SERVICE AREA 1 ALL CONTAINERS ARE 8CY UNLESS NOTED						
Organization	Address	City/Zip	District/Num	ServiceDays	Frequency	Qty
1500 Professional Building	1500 Dixie Hwy N	West Palm Beach, FL 33401	West Palm Beach	Tues - Fri	2	1
1510 Latham Street	1510 Latham St	West Palm Beach, FL 33406	1	Mon - Thurs	2	2
45th Street Business	3222-3233 Commerce Pl	West Palm Beach, FL 33407	West Palm Beach	Wed	1	1
All Saints Catholic School	1759 Indian Creek Parkway	Jupiter, FL 33458	Jupiter	Tues - Fri	2	1
Azalea (Archstone) Village	4200 Community Dr		West Palm Beach	Mon - Thurs	2	1
Gulfstream Plaza (Babies R Us)	4879 Okeechobee Blvd	West Palm Beach, FL 33401	1	Mon - Wed - Fri	3	3
Baron Signs	900 13th St W	Riviera beach, FL 33404	Riviera Beach	Tues - Fri	2	1
Belmart Plaza	642 Belvedere Rd		West Palm Beach	Wed - Sat	2	1
Belvedere Business Park	8020-8140 Belvedere Rd	West Palm Beach, FL 33411	1	Wed	1	2
Bennet Auto Supply	2348 Military Trl	West Palm Beach, FL 33401	1	Mon	1	1
Big Dollar Plaza	615 Indiantown Rd W	Jupiter, FL 33458	Jupiter	Wed	1	1
Boat Owners Warehouse	2230 Broadway	Riviera Beach, FL 33404	Riviera Beach	Fri	1	1
Brown Moving & Storage	1900 Old Okeechobee Rd	West Palm Beach, FL 33406	West Palm Beach	Mon - Thurs	2	1
Center Park Plaza	612 Orange Ave N	Jupiter, FL 33458	Jupiter	Wed - Sat	2	1
Center Place Professional Park POA	1495-1497- 1499 Forest Hill Blvd	Lake Clarke Shores, FL 33406	Lake Clarke Shores	Thurs	1	1
Centerpoint Business Park (Treasure Coast Health)	4152 Blue Heron Blvd	Riviera Beach, FL 33404	Riviera Beach	Fri	1	3
Christ Fellowship Church	9905 Southern Blvd		Royal Palm Beach	Wed	2	1
Christmas Etc.	360 S Congress Ave	West Palm Beach, FL 33405	1	Mon - Thurs	2	1
Clematis Street	400 Clematis & Datura (BLOCK OF)	West Palm Beach, FL 33405	West Palm Beach	Mon - Wed - Fri	4	2
Colwright Delivery	1601 Hill Ave	Mangonia Park, FL 33407	Mangonia Park	Tues - Fri	2	1
Contractor's Business Park	2701 Vista Pkwy	West Palm Beach, FL 33411	1	Wed	1	1
Cracker Boy Boat Works	1124 Ave C	Riviera Beach, FL 33404	Riviera Beach	Fri	1	1
Department of Environmental Protection	400 Congress Ave N	West Palm Beach, FL 33409	West Palm Beach	Mon - Thurs	2	1
Dollar General Plaza	2695 N Military Trl		West Palm Beach	Wed	1	1
E R Bradley's	104 Clematis St	West Palm Beach, FL 33401	West Palm Beach	Mon-Wed-Fri	3	1

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SERVICE AREA 1 ALL CONTAINERS ARE 8CY UNLESS NOTED						
Organization	Address	City/Zip	District/Num	ServiceDays	Frequency	Qty
Family Matters-(WIC, WPB)	1201 45th St	Mangonia Park, FL 33407	Mangonia Park	Tues - Fri	2	1
Florida Atlantic University - North	5353 Parkside Dr	Jupiter, FL 33458	Jupiter	Tues - Fri	2	1
Foreign Auto Parts	3400 Broadway	Riviera Beach, FL 33404	Riviera Beach	Fri	1	1
Forest Hill Center	3091-3169 Forest Hill Blvd	Palm Springs, FL 33461	Palm Springs	Mon - Thurs	2	1
Four Points Center	50 Military Trl S	West Palm Beach, FL 33406		Wed	1	1
Garden Plaza	3300 PGA Blvd	Palm Beach Gardens, FL 33410	Palm Beach Gardens	Tues - Fri	2	1
George's Paint & Hardware	4616 S Dixie Hwy		West Palm Beach	Sat	1	1
Golden Bear Office Building	11760 US Hwy 1	Palm Beach Gardens, FL 33410	Palm Beach Gardens	Tues - Fri	2	1 (4CY)
Golden Bear Office Building	11760 US Hwy 1	Palm Beach Gardens, FL 33410	Palm Beach Gardens	Tues - Fri	2	1
Gulfstream Marine A/C	3640 Investment Ln	Riviera Beach, FL 33404		Tues - Fri	2	1
Haverhill Business Parkway	7231 Haverhill Business Pkwy	Riviera Beach, FL 33407	Riviera Beach	Mon - Thurs	2	3
Haverhill Town Hall	4585 Charlotte St	Haverhill, FL 33417	Haverhill	Wed	1	2
Healy Center	5101 Blue Heron Blvd W	Riviera Beach, FL 33407	Riviera Beach	Mon - Wed - Fri	3	1
Hoffman's Chocolates-Dist Center	1160 13th St W	Riviera Beach, FL 33404	Riviera Beach	Fri	1	1
Import Mex	1240 13th St W	Riviera Beach, FL 33404	Riviera Beach	Tues - Fri	2	1
John Deere Landscapes	222 Tall Pines Rd	West Palm Beach, FL 33413		Wed	1	1
Johnston Supply	1819 Old Okeechobee Rd	West Palm Beach, FL 33409	West Palm Beach	Mon	1	1
Jupiter Lighthouse Park	500 Captain Armour's Way	Jupiter, FL 33469	Jupiter	Wed	1	1
Jupiter Medical Pavilion	1230 Dixie Hwy S	Jupiter, FL 33458	Jupiter	Wed - Sat	2	1
Jupiter Park of Commerce	860 Jupiter Park Dr	Jupiter, FL 33458	Jupiter	Tues - Fri	2	1
Jupiter Park of Commerce	2581 Jupiter Park Dr	Jupiter, FL 33458	Jupiter	Tues - Fri	2	1
Jupiter Park of Commerce	840 Jupiter Park Rd	Jupiter, FL 33458	Jupiter	Tues - Fri	2	1
Jupiter Town of	210 Military Trl N	Jupiter, FL 33458	Jupiter	Wed - Fri	2	2
Kennel Club West Kennels	100 Benoist Farms Rd	West Palm Beach, FL 33411		Wed - Sat	2	2
Lake Park Fire Rescue Station	1000 Park Ave	Lake Park, FL 33403	Lake Park	Tues - Fri	2	2
Landmark Commerce Center I	1500 Florida Mango Rd N	West Palm Beach, FL 33409	West Palm Beach	Mon - Thurs	2	2
Landmark Commerce Center II	1300 Florida Mango Rd N	West Palm Beach, FL 33409	West Palm Beach	Mon - Thurs	2	3
Last Floridian Inc	6701 Garden Rd		Riviera Beach	Tues - Fri	2	1



SERVICE AREA 1 ALL CONTAINERS ARE 8CY UNLESS NOTED						
Organization	Address	City/Zip	District/Num	ServiceDays	Frequency	Qty
Lincoln College of Technology	2400 Metrocentre Blvd	West Palm Beach, FL 33407	West Palm Beach	Tues - Fri	2	1
Lincoln Technical Institute	1126 53rd Ct	Mangonia Park, FL 33407	Mangonia Park	Fri	1	1
Lourdes Noreen McKeen	315 S Flagler Dr		West Palm Beach	Mon - Thurs	3	1
Loves Flower Shop	411 7th St	West Palm Beach, FL 33401	West Palm Beach	Tues - Fri	2	1
Loxahatchee Business Park	801 Maplewood Dr	Jupiter, FL 33458	Jupiter	Tues	1	1
Lukes Ice Cream	1025 17th St W	Riviera Beach, FL 33404	Riviera Beach	Tues - Fri	2	2
Mar-a-Lago Club	1100 Ocean Blvd S	Palm Beach, FL 33480	Palm Beach	Tues - Fri	2	3
Marina Grande	2640 Lake Shore Dr	Riviera Beach, FL 33407	Riviera Beach	Tues - Fri	2	1
Metro Centre	2581 Metrocentre Blvd	West Palm Beach, FL 33407	West Palm Beach	Wed	2	1
Mizner Place	5601 Corporate Way	West Palm Beach, FL 33407	West Palm Beach	Wed	1	1
Mobile Home Depot, Inc	2453 Military Trl N	West Palm Beach, FL 33409	1	Mon	1	1
Morse Geriatric Center	4847 Fred Gladstone Dr	West Palm Beach, FL 33417	West Palm Beach	Mon - Wed - Fri	3	3
Morse Life Tradition of the Palm Beaches	4920 Loring Dr		West Palm Beach	Tues - Fri	1	2(4CY)
Morse Life Tradition of the Palm Beaches	4920 Loring Dr		West Palm Beach	Tues - Fri	1	2
Neeld Paper & Supply	1134 53rd Ct N		Mangonia Park	Thurs	1	1
Newsmax	1501 Northpoint Pkwy #104	West Palm Beach, FL 33407	West Palm Beach	Tues - Fri	2	2
North Beach Plaza	12189 US Hwy 1	Juno Beach, FL 33408	1	Tues - Fri	2	2
Northwood University	2600 Military Trl N	West Palm Beach, FL 33411	West Palm Beach	Mon - Thurs	2	2
Nozzle Nolen	5400 Broadway	West Palm Beach, FL 33407	West Palm Beach	Fri	1	1
Old Okeechobee Commerce Center	1253 Old Okeechobee Rd		West Palm Beach	Mon - Thurs	2	1
Palm Beach Atlantic University	901 Flagler Dr S	West Palm Beach, FL 33401	West Palm Beach	Tues - Fri	2	2
Palm Beach Post	2751 Dixie Hwy S		West Palm Beach	Wed - Sat	2	1
Palm Beach Kennel Club	1111 Congress Ave N	West Palm Beach, FL 33409	1	Wed - Sat	2	3
Palm Beach Shores Resort	181 Ocean Ave	Riviera Beach, FL 33404	Riviera Beach	Tues - Fri	2	1
Palm Beach State College	3160 PGA Blvd	Palm Beach Gardens, FL 33410	Palm Beach Gardens	Tues - Fri	2	3
Palm Court Plaza (Juno Beach)	11911 US Hwy 1	North Palm Beach, FL 33408	1	Tues - Fri	2	1
Palm Gate Plaza	3951 Haverhill Rd N	West Palm Beach, FL 33417	1	Wed	1	2
Park Furniture & Interiors	6200 Dixie Hwy S	West Palm Beach, FL 33405	West Palm Beach	Thurs	1	1

SERVICE AREA 1 ALL CONTAINERS ARE 8CY UNLESS NOTED						
Organization	Address	City/Zip	District/Num	ServiceDays	Frequency	Qty
Park Plaza	2100 45th St	West Palm Beach, FL 33407	West Palm Beach	Tues - Fri	2	1
Paws 2 Help Inc	2693 Forest Hill Blvd	West Palm Beach, FL 33409	Palm Springs	Wed - Sat	2	1
PBC - Convention Center	650 Okeechobee Blvd	West Palm Beach, FL 33401	West Palm Beach	Tues - Fri	2	2
PBC - Fire Rescue - Admin	405 Pike Rd	West Palm Beach, FL 33411		Wed	0	0
PBC - Health Department	800 Clematis St	West Palm Beach, FL 33401	West Palm Beach	Tues	1	1
PBC - Community Service	810 Datura St	West Palm Beach, FL 33401	West Palm Beach	Tues	1	1
PBC - North County Courthouse	3188 PGA Blvd	Palm Beach Gardens, FL 33410	Palm Beach Gardens	Tues	2	1
PBC - Parks & Rec Department	7715 Forest Hill Blvd	West Palm Beach, FL 33411		Wed	2	1
PBC - PBSO	8130 Jog Rd N	West Palm Beach, FL 33412	West Palm Beach	Tues	1	1
Peninsular Electric Distributors	1301 Old Okeechobee Rd	West Palm Beach, FL 33401	West Palm Beach	Mon - Thurs	2	3
Pentecostal Church of God	540 Cheerful St	West Palm Beach, FL 33407	West Palm Beach	Fri	1	1(4CY)
Perry Baromedical Corporation	3750 Prospect Plc	Riviera Beach, FL 33404		Tues - Fri	2	1
Pet Supermarket	3579 Northlake Blvd	North Palm Beach, FL 33403		Tues - Fri	2	2
Pipe Fitters Apprentice School	1900 N Florida Mango Rd	West Palm Beach, FL 33409	West Palm Beach	Thurs	1	1
Port Center	2501 Martin Luther King Blvd	Riviera Beach, FL 33404	Riviera Beach	Fri	1	1
Prospect Place	3111 Dixie Hwy #222	West Palm Beach, FL 33405	West Palm Beach	Mon	1	1
Reflections	4860 Sandstone Ln	West Palm Beach, FL 33417		Tues - Fri	2	1
Resource Depot	2510 Florida Ave		West Palm Beach	Wed - Sat	2	1
Ritz Carlton Condo	2700 Ocean Dr N	Riviera Beach, FL 33404	Riviera Beach	Tues - Fri	2	1
Riverwalk	7459 Riverwalk Cir	West Palm Beach, FL 33411	West Palm Beach	Wed - Sat	2	1
Riviera Beach Fire Station	600 Blue Heron Blvd W	Riviera Beach, FL 33404	Riviera Beach	Fri	1	1
Roger Dean Chevrolet	2235 Okeechobee Blvd	West Palm Beach, FL 33409	West Palm Beach	Mon-Thurs	2	1
Royal Poinciana Plaza	50 Cocoonut Row #200	Palm Beach, FL 33480	Palm Beach	Mon - Wed - Fri	3	2
Scripps Research Institute	110 120 Scripps Way, #382	Jupiter, FL 33458	Jupiter	Tues - Fri	2	1
Scripps Research Institute	130 Scripps Way		Jupiter	Tues - Fri	2	1
Seagull Industries	3879 Industrial Way W	Riviera Beach, FL 33404		Tues - Fri	2	1
Seminole Plaza	13205 US Hwy 1	Juno Beach, FL 33408	Juno Beach	Fri	1	1
SFWMD-Belvedere Rd	8894 Belvedere Rd	West Palm Beach, FL 33411		Wed	1	1

SERVICE AREA 1 ALL CONTAINERS ARE 8CY UNLESS NOTED						
Organization	Address	City/Zip	District/Num	ServiceDays	Frequency	Qty
SFWMD-Gun Club	3301 Gun Club Rd	West Palm Beach, FL 33406	1	Wed - Sat	2	2
South Florida Science Center	4801 Dreher Trl N		West Palm Beach		1	1(4CY)
Southern LLC	8333 Southern Blvd		West Palm Beach	Wed - Sat	2	1
SWA Construction Villaged- RDF #2 Construction Site	6527 N Jog Rd	West Palm Beach, FL 33405	West Palm Beach	Tues	1	1
SWA Equipment Maintenance	6161 Jog Rd N	West Palm Beach, FL 33412	West Palm Beach	Tues	1	2
SWA Hazardous Waste Facility	6161 Jog Rd N	West Palm Beach, FL 33412	West Palm Beach	Tues - Fri	2	3
SWA KBR ReceivingD- entrance to landfill	6880 Jog Rd N	West Palm Beach, FL 33412	West Palm Beach	Tues	1	1
SWA NCTS	14185 Military Trl N	Jupiter, FL 33458	Jupiter	Mon-Wed-Fri	3	4
SWA WCTS	9743 Process Rd	Royal Palm Beach, FL 33411	Royal Palm Beach	Wed - Sat	3	3
SWA WTE	6255 Jog Rd N	West Palm Beach, FL 33412	West Palm Beach	Tues	1	2
Tall Pines Industrial Park	480 Tall Pines Rd	West Palm Beach, FL 33413	1	Wed - Sat	2	2
Tiara Condominium	3000 Ocean Dr N	Riviera Beach, FL 33404	Riveria Beach	Tues - Fri	2	1
Trail Plaza	1225 Military Trl N	West Palm Beach, FL 33409	1	Wed - Sat	2	1
Village Commons - south side (Duffys)	971 Village Blvd	West Palm Beach, FL 33409	West Palm Beach	Mon - Thurs - Sat	3	2
Village Commons - north side	971 Village Blvd		West Palm Beach	Mon - Thurs	2	3
Village Shoppes at US 1, LLC	133 US Hwy 1	North Palm Beach, FL 33408	North Palm Beach	Tues	1	1
Vista Business Park	2257/2361 Vista Pkwy	West Palm Beach, FL 33411	1	Wed - Sat	3	4
Vista Business Park - ADT	6903 Vista Bus Pkwy N	West Palm Beach, FL 33409	1	Wed - Sat	2	1
Vista Business Park - Trane	6965 Vista Pkwy N #2	West Palm Beach, FL 33409	1	Wed - Sat	2	1
Vista Business Park - Magic Jack	6965 Vista Pkwy N #22		1	Wed - Sat	2	1
Vista Lago	3130 Jog Rd N	West Palm Beach, FL 33411	West Palm Beach	Mon - Wed - Sat	3	1
Wells Fargo at Reflections	400 Clearwater Dr	West Palm Beach, FL 33401	West Palm Beach	Fri	1	1
West 45th Street Plaza	1700 45th St	West Palm Beach, FL 33407	West Palm Beach	Tues - Fri	2	2
West Palm Beach Commerce Center	1808 Australian Ave S	West Palm Beach, FL 33406	West Palm Beach	Tues - Fri	2	1
West Palm Beach Fishing Club	201 5th St	West Palm Beach, FL 33401	West Palm Beach	Tues - Fri	2	1
West Palm Beach, City of	1045 Charlotte Ave	West Palm Beach, FL 33405	West Palm Beach	Tues - Fri	2	3
Total Containers					191	



SERVICE AREA 2 ALL CONTAINERS ARE 8CY UNLESS NOTED						
Organization	Address	City/Zip	District/Num	ServiceDays	Frequency	Qty
Atlantic Property & Equipment	4601 10th Ave N	Lake Worth, FL 33463		Tues	1	1
Belks Convenience Store	300 Swain Blvd		Greenacres	Tues	2	1
Congress Park	2326 Congress Ave		Palm Springs	Tues - Fri	2	1
Crown Plaza	6430 Melaleuca Ln	Greenacres, FL 33463	Greenacres	Mon-Thurs	2	1
Don Ramon's Restaurant	7101 Dixie Hwy S		West Palm Beach	Tues - Fri	2	1
Duthie-FreemanCentre Condo	4400-4401 Charlotte St	Lake Worth, FL 33461		Tues	1	1
Family Matters (WIC, Lantana)	1216 Lantana Rd W	Lantana, FL 33462	Lantana	Tues - Fri	2	1
Flagler Square	1860 Forest Hill Blvd	Lake Clarke Shores, FL 33406	Lake Clarke Shores	Thurs	1	1
Fortune Way G Building	11320 Fortune Circle	Wellington, FL 33414	Wellington	Tues	1	1
Fun Depot	2001 10th Ave N	Lake Worth, FL 33461	Lake Worth	Tues - Fri	2	2
Gaslight Business Park Condo Assoc Inc	1937 10th Ave N	Lake Worth, FL 33467	Lake Worth	Tues - Fri	2	2
Gonz Collision Center	1401 Dixie Hwy N		Lake Worth	Tues - Fri	2	1
Greenacres, City of	2995 Jog Rd	Greenacres, FL 33463	Greenacres	Mon	1	1
Hoffmans Chocolate	145 Swain Blvd	Greenacres, FL 33463	Greenacres	Mon-Thurs	0	0
Hoffmans Chocolate	5190 Lake Worth Rd	Greenacres, FL 33463	Greenacres	Mon-Thurs	2	2
Hoishots Paintball	16169 Southern Blvd	Loxahatchee Groves, FL 33470	Loxahatchee Groves	Tues	1	1
Lake Worth Commerce Center	1100 Barnett Dr	Lake Worth, FL 33463	Lake Worth	Tues - Fri	2	2
Lake Worth Professional Plaza	5311 Lake Worth Rd	Greenacres, FL 33463	Greenacres	Tues	1	1
Lantana Municipal Beach	100 Ocean Ave	Lantana, FL 33462	Lantana	Tues	2	1
Leisureville Press	635 Gator Dr	Lantana, FL 33462	Lantana	Tues - Fri	2	1
Lion Country Safari	2003 Lion County Safari Rd	Loxahatchee, FL 33414		Tues - Fri	2	3
Locks of Love	2925 10th Ave N	Palm Springs, FL 33461	Palm Springs	Tues	1	1
Padron Industrial Plaza	3395 Lake Worth Rd		Palm Springs	Tues	1	1
Palm Beach State College	4200 Congress Ave	Lake Worth, FL 33461		Tues - Fri	2	6
Palm Beach State College	15845 Southern Blvd			Tues - Fri	2	1
Palm Coast Plaza	3044 Military Trl S	Lake Worth, FL 33463		Tues - Fri	0	0
PBC - Fire Rescue Station #21D(Loxahatchee)	14200 Old Okeechobee Blvd	Loxahatchee Groves, FL 33411	Loxahatchee Groves	Tues - Fri	2	2
PBC - Fire Rescue Station #35D(Lantana)	2501 Lantana Rd W	Lantana, FL 33462		Tues - Fri	2	2



SERVICE AREA 2 ALL CONTAINERS ARE 8CY UNLESS NOTED						
Organization	Address	City/Zip	District/Num	Service/Days	Frequency	Qty
Palm Springs Commerce Center	3281 Lake Worth Rd		Palm Springs	Tues - Fri	2	1
Royal Palm Professional Center	11440 Okeechobee Blvd	Royal Palm Beach, FL 33411	Royal Palm Beach	Tues	1	1
Shoppes at Chancellor	12020 South Shore Blvd #400	Wellington, FL 33414	Wellington	Tues - Fri	1	2
SWA CCTS	1810 Lantana Rd	Lantana, FL 33462		Tu-Thu-Fri	3	4
The Marketplace	7350 Lake Worth Rd	Lake Worth, FL 33463		Tues - Fri	2	2
Vi at Lakeside Village	2792 Donnelly Dr	Lake Worth, FL 33462		Tues - Fri	2	1
Village Walk of Wellington	2500 Village Walk Cir	Wellington, FL 33414	Wellington	Tues	1	1
Wellington Land Development	11101 Crown Way S		Wellington	Tues - Fri	2	2
Woodlake Plaza	5815-5901 Lake Worth Rd	Greenacres, FL 33463	Greenacres	Tues - Fri	2	2
Total Containers						55



SERVICE AREA 3 ALL CONTAINERS ARE 8CY UNLESS NOTED						
Organization	Address	City/Zip	DistrictNum	ServiceDays	Frequency	Qty
Aberdeen Plaza	8188-8200 Jog Rd	Boynton Beach, FL 33437	3	Mon - Thurs	2	1
Boca Hamptons Plaza	9070 Kimberly Blvd	Boca Raton, FL 33434	3	Tues - Fri	3	2
Boynton Beach Professional Center	7280 Boynton Beach Blvd	Boynton Beach, FL 33437	3	Mon	1	1
Fountains of Boynton Beach	6501-6555 Boynton Beach Blvd W	Boynton Beach, FL 33467	3	Mon - Thurs	3	4
Jewish Community Center	8500 Jog Rd	Boynton Beach, FL 33437	3	Mon	1	1
Loggers Plaza	11400 Palmetto Park Rd W	Boca Raton, FL 33428	3	Mon-Wed-Fri	3	2
Loxahatchee Wildlife Reserve	10216 Lee Rd	Boynton Beach, FL 33437	3	Tues	1	1
Somerset Shoppes	8903 Glades Rd W	Boca Raton, FL 33496	3	Mon-Wed-Fri	3	2
SWA SWCTS	13400 State Rd 7	Delray Beach, FL 33446	3	Tues - Fri	2	3
Yamato Village	9101 Lakeridge Blvd	Boca Raton, FL 33496	4	Mon-Wed-Fri-Sat	4	2
Total Containers					19	



SERVICE AREA 4 ALL CONTAINERS ARE 8CY UNLESS NOTED						
Organization	Address	City/Zip	District/Num	ServiceDays	Frequency	Qty
AAA Discount Medical	5471 Dixie Hwy N #8	Boca Raton, FL 33487	Boca Raton	Tues - Fri	2	1
Abbey Delray North	2000 Lowson Blvd	Delray Beach, FL 33483	Delray Beach	Tues - Fri	2	2
Aluminum Solutions Group	6500 Rogers Cir E	Boca Raton, FL 33487	Boca Raton	Tues - Fri	2	1
Antique Mall	19 5th Ave SE	Delray Beach, FL 33445	Delray Beach	Tues - Fri	3	1
APOC 5	1225 Broken Sound Pkwy	Boca Raton, FL 33431	Boca Raton	Fri	2	1
Boca Bay	7900 Federal Hwy N	Boca Raton, FL 33431	Boca Raton	Tues - Fri	2	1
Boca Commercial Industrial(E Rogers Cir)	990 Rogers Cir E	Boca Raton, FL 33487	Boca Raton	Tues	1	1
Boynton Commerce Center	1800-2000 Corporate Center	Boynton Beach, FL 33437	Boynton Beach	Tues-Fri	2	2
Clint Moore Business Plaza	910 Clint Moore Rd	Boca Raton, FL 33487	Boca Raton	Tues - Fri	2	1
Delray Beach, City of	100 1st Ave NW	Delray Beach, FL 33483	Delray Beach	Mon-Tues-Thurs-Fri-Sat	5	3
Delray Chamber of Commerce	64 5th Ave SE	Delray Beach, FL 33483	Delray Beach	Mon-Tues-Thurs-Fri-Sat	5	2
Delray Parking Lot	112 5th Ave NW	Delray Beach, FL 33483	Delray Beach	Mon - Thurs - Sat	3	1
Delray Rug Co.	37 6th Ave SE	Delray Beach, FL 33483	Delray Beach	Tues-Fri	2	1
East Atlantic Plaza	777 Atlantic Ave E	Delray Beach, FL 33431	Delray Beach	Tues - Fri	2	1
Ericsson	1801 Corporate Dr	Boynton Beach, FL 33437	Boynton Beach	Tues-Fri	2	1
Family Matters-(WIC-Delray Bch)	1833 Dr Andre's Way	Delray Beach, FL 33444	Delray Beach	Tues-Fri	2	1
FEC Railroad Tracks	100 4th Ave NE	Delray Beach, FL 33444	Delray Beach	Mon-Tues-Thurs-Fri	4	1
Fifth Avenue Shoppes	2118 Federal Hwy N	Boca Raton, FL 33432	Boca Raton	Tues - Fri	2	2
Klines Patio/Delray Plaza	2275 Federal Hwy S	Delray Beach, FL 33483	Delray Beach	Tues-Fri	2	2
Laird Commerce Center	6640 Rogers Cir E	Boca Raton, FL 33487	Boca Raton	Tues	1	1
Lake Point Center	1060 Holland Dr	Boca Raton, FL 33487	Boca Raton	Tues - Fri	2	1
Latitude of Delray	3100 Federal Hwy S	Delray Beach, FL 33483	Delray Beach	Tues	1	1
Marriott-Delray Beach	10 Ocean Blvd N	Delray Beach, FL 33483	Delray Beach	Tues - Fri	2	3
Micronized Flouropolymer Products	1055 15th Ave SW	Delray Beach, FL 33444	Delray Beach	Tues - Fri	2	1
Nordic Leather	1080 1st Ave NW	Boca Raton, FL 33432	Boca Raton	Tues-Fri	2	1
North Dixie Plaza	378 42nd St NE	Boca Raton, FL 33487	Boca Raton	Tues - Fri	2	3
Oak Circle	4301 Oak Circle	Boca Raton, FL 33431	Boca Raton	Tues - Fri	2	1
Palm Beach State College	3000 Saint Lucie Ave	Boca Raton, FL 33431	Boca Raton	Tues	1	2



SERVICE AREA 4 ALL CONTAINERS ARE 8CY UNLESS NOTED						
Organization	Address	City/Zip	District/Num	ServiceDays	Frequency	Qty
Palm Court Plaza (Delray Beach)	5130 Linton Blvd	Delray Beach, FL 33484	Delray Beach	Tues - Fri	2	1
Palm Court Tower	5150 Linton Blvd	Delray Beach, FL 33484	4	Tues	1	1
Park Ten Business Park	1065 15th Ave SW #2	Delray Beach, FL 33444	Delray Beach	Tues - Fri	2	9
PBC - Fire Rescue Station #42(Delray Beach)	14276 Hagen Ranch Rd	Delray Beach, FL 33437	4	Fri	1	1
PBC - Health Department	225 Congress Ave S	Delray Beach, FL 33445	Delray Beach	Tues	1	1
PBC - South County Admin	345 Congress Ave S	Delray Beach, FL 33445	Delray Beach	Tues	1	1
Pinar International	7614 6th Ave NW	Boca Raton, FL 33487	Boca Raton	Tues - Fri	2	1
Polo Club Shoppes	17700 Military Trl	Boca Raton, FL 33496	4	Tues - Fri	2	1
Quincy Johnson Architects	949 Clint Moore Rd	Boca Raton, FL 33487	Boca Raton	Tues - Fri	2	1
Remus Shutters	114 2nd St SE	Delray Beach, FL 33446	Delray Beach	Tues	1	1
South Delray Shopping Center	3135 Federal Hwy S	Delray Beach, FL 33483	Delray Beach	Tues - Fri	2	1
St. Andrews Estates North	6152 Verde Trl N	Boca Raton, FL 33433	Boca Raton	Tues - Fri	2	1
St. Andrews Estates South	6045 Verde Trail South	Boca Raton, FL 33433	Boca Raton	Tues - Fri	2	1
Stafford Court Assisted Living Facility	6343 Via De Sonrisa Del Sur	Boca Raton, FL 33433	4	Tues - Fri	2	2
SWA SCTS	1901 4th Ave SW	Delray Beach, FL 33483	Delray Beach	Mon-Thurs-Sat	3	1
Tamiami Tile (Park Ten Business Park)	1085 15th Ave SW	Delray Beach, FL 33444	Delray Beach	Tues - Fri	2	1
T-Rex (Boca Corporate Center & Campus)	5000 T-Rex Ave	Boca Raton, FL 33431	Boca Raton	Tues - Fri	2	1
Unisphere Networks	7800 Congress Ave #100	Boca Raton, FL 33487	Boca Raton	Tues	1	1
Total Containers					67	



MOBILIZATION AND PREPARATION

Task	Completion Deadline
Submit Residential Curbside Routing to SWA for review and approval	6/7/19
Provide SWA with truck orders or verification of vehicle source(s)	6/14/19
Hire operations manager, supervisors and provide verification to SWA	8/23/19
Secure container source and provide verification to SWA	8/23/19
Equipment yard and office sited and set up	8/23/19
Office and accounting staff hired and in place	8/23/19
Maintenance staff hired and in place	8/23/19
Disposal bond in place with SWA for October 1, 2019	8/23/19
Provide transition report to SWA outlining plan to minimize disruptions during transition period	9/2/19
Secure vehicles	9/2/19
Supervisors run routes	8/26/19 through 9/01/19
Disclosure notices mailed to commercial customers	8/29//19
All Drivers hired and in place	9/07//19
Drivers and Supervisors run routes	9/10//19 through 9/29/19

Monthly Subcontractor/Supplier Utilization Report

SECTION I - GENERAL INFORMATION								
Project Name:					Contract Number and Work Order Number (if applicable):			
Report #:		Reporting Period:			S/M/WBE Contract Goal:		Contract Completion Date:	
		_____ to _____						
Prime Contractor Name:					Project Manager (PM) Name:			
Prime Contractor Street Address:								
Prime Contractor Phone #:		Prime Contractor Email Address:			PM Phone #:		PM Email Address:	
SECTION II - UTILIZATION INFORMATION								
Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Equal Business Opportunity Program at (561) 640-4000.								
ROLE	FEDERAL IDENTIFICATION NUMBER	BUSINESS NAME	S/M/WBE CERTIFIED (Y/N)	DESCRIPTION OF WORK	TOTAL PROJECT AMOUNT	AMOUNT PAID DURING REPORTING PERIOD	INVOICE #	TOTAL PAID TO DATE
PRIME CONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$

Monthly Subcontractor/Supplier Utilization Report (Continued)

SECTION II - UTILIZATION INFORMATION

Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period.
For assistance in completing this form, please call the Equal Business Opportunity Program at (561) 640-4000.

ROLE	FEDERAL IDENTIFICATION NUMBER	BUSINESS NAME	S/M/WBE CERTIFIED (Y/N)	DESCRIPTION OF WORK	TOTAL PROJECT AMOUNT	AMOUNT PAID DURING REPORTING PERIOD	INVOICE #	TOTAL PAID TO DATE
PRIME CONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
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SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
Total Paid to Date for All Subcontractors					\$	\$		\$

SECTION III - AFFIDAVIT

I hereby affirm that the information on this form is true and complete to the best of my knowledge.

Prime Contractor Authorized Personnel
(Signature)

Prime Contractor Authorized Personnel (Print)

Title

Date

Monthly Subcontractor/Supplier Utilization Report (Continued)

Please review instructions to complete this form.

SECTION I : GENERAL INFORMATION

1. **Project Name:** Enter the entire name of the Project.
2. **Contract Number (work order):** Enter the Authority contract number and work order number
3. **Report Number:** Enter the Monthly Subcontractor/Supplier Utilization Report number.
4. Reports must be in a numerical series (i.e., 1, 2, and 3).
5. **Reporting Period:** Enter the beginning and end dates for which this report covers (i.e., 06/01/2019-07/01-2019)
6. **S/M/WBE Contract Goal:** Enter the S/M/WBE Contract Goal on entire contract.
7. **Contract Completion Date:** Enter the expiration date of the contract, (not work order).
8. **Prime Contractor Name:** Enter the complete legal business name of the Prime Contractor.
9. **Prime Contractor Street Address:** Enter the mailing address of the Prime Contractor.
10. **Prime Contractor Phone Number:** Enter the telephone number of the Prime Contractor.
11. **Prime Contractor Email Address:** Enter the email address of the Prime Contractor.
12. **Project Manager (PM) Name:** Enter the name of the Project Manager for the Prime Contractor on the project.
13. **PM Telephone Number:** Enter the direct telephone number of the Prime Contractor's Project Manager.
14. **PM Email Address:** Enter the email address of the Prime Contractor's Project Manager.

SECTION II : UTILIZATION INFORMATION

15. **Federal Identification Number:** Enter the Federal Identification Number of the Subcontractor/Supplier(s)
16. **Business Name:** Enter the complete legal business name of the Subcontractor/Supplier(s)
17. **S/M/WBE Certified (Yes/No):** Enter "yes" or "no" to indicate if the subcontractor is S/M/WBE Certified
18. **Description of Work:** Enter the type of work being performed by the Subcontractors/Supplier(s) (i.e., electrical services).
19. **Total Project Amount:** Enter the dollar amount allocated to the Subcontractors/Supplier(s) for the entire project (i.e., amount in the subcontract agreement).
20. **Amount Paid During Reporting Period:** Enter the total amount paid to the Subcontractor/Supplier(s) during the reporting period.
21. **Invoice Number:** Enter the Subcontractor/Supplier's invoice number related to the payment reported this period.
22. **Total Paid (to Each Subcontractor) to Date:** Enter the total amount paid to the Subcontractor/Supplier(s) to date.
23. **Total Paid to All Subcontractors to Date:** Enter the total amount paid to all subcontractors during reporting period.

SECTION III: AFFIDAVIT

24. **Affidavit:** Statement attesting to the contents of the report.
25. **Prime Contractor Name Authorized Personnel (signature):** Signature of the employee that is authorized to execute the Subcontractor/Supplier Utilization Report.
26. **Prime Contractor Name Authorized Personnel (print):** Printed name of the employee that is authorized to execute the Subcontractor/Supplier Utilization Report.
27. **Title:** Enter the title of authorized employee completing the Monthly Subcontractor/Supplier Utilization Report.
28. **Date:** Enter the date of submission of the Subcontractor Utilization Report to the Authority.

Change To Utilization Plan

EXHIBIT I

SOLICITATION INFORMATION

Instructions: List all changes in the use of certified or non-certified Subcontractors/Suppliers in relation to the Prime Contractor's original Utilization Plan or latest Change to Utilization Plan approved by the Equal Business Opportunity Office (EBO) for the contract listed below.

Name of Prime Contractor: _____

Contract Name: _____

ORGANIZATION STATUS

All sections of the following table must be completed.

Role	Name of Firm	Certifications (S/M/WBE)			New*/Remove**/Change Value	Estimated Total Contract Value (\$)	NIGP Code (5-Digit)	Start Date (New Sub Only)
SUB						\$		
SUB						\$		
SUB						\$		
SUB						\$		
SUB						\$		

****IF A NEW FIRM IS ADDED TO THE CONTRACT, ENSURE THEY ARE REGISTERED AS A VENDOR WITH THE AUTHORITY. IF REMOVING/REDUCING THE DOLLAR VALUE FOR A FIRM, ATTACHED DOCUMENTATION ESTABLISHING THAT THE FIRM WAS NOTIFIED AND EVIDENCE OF JUSTIFICATION FOR REQUEST.**

Note: If the Subcontractor changes listed on this document result in not meeting the subcontracting goal for this contract, you will be contacted by the EBO for further action.

JUSTIFICATION FOR ALL CHANGES TO UTILIZATION

BIDDER/PROPOSER SIGNATURE

I hereby affirm that the above information is true and complete to the best of my knowledge and belief. I possess internal documentation from all proposed new Subcontractors/Suppliers confirming their intent to perform the scope of work for the price indicated above. All Subcontractors/Suppliers removed or reduced in dollar value have been notified of the change in writing. I understand and agree that if this change to utilization is approved, this document shall be attached there to and become a binding part of the contract.

Prime Contractor's Authorized Agent

Name (Print)

Date

Equal Business Opportunity Office

Sign & Date

Approved/Denied

Post-Award Vendor Subcontracting Waiver Request

DATE: _____

CONTRACT INFORMATION					
Contract Title:					
Contract #:					
Prime Contractor:					
Contact Person:		Phone #:		Email:	
RATIONALE FOR WAIVER					
The purpose of this waiver is to specify the good faith efforts made in meeting the required subcontracting goal(s) for this project. The prime contractor is required to submit a <i>change to the Utilization Plan</i> (if not previously submitted) with this <i>Post-Award Subcontracting Waiver Request Form</i>.					
1a. Select the statement below that best explains why the required subcontracting goal(s) were not met: (Check all that apply)					
☐	The Authority issued a change order that limited subcontracting opportunities of the scope of work causing the subcontracting goal(s) to not be met				
☐	The Authority issued a change order that required expedited completion of the scope of work, and causing the subcontracting goal(s) to not be met				
☐	The S/M/WBE previously selected for utilization is not available to perform the scope of services and could not be replaced with another S/M/WBE that could perform the scope of work				
☐	The S/M/WBE previously selected for utilization is no longer certified in accordance with the Equal Business Opportunity Program Policy and could not be replaced with another S/M/WBE that could perform the scope of work				
☐	There were other issue(s) that resulted in the subcontracting goal(s) not being met				
1b. In the box below, please provide further detail for each statement selected above.					

Post-Award Vendor Subcontracting Waiver Request

2. List and explain all communication efforts between your firm and each potential S/M/WBE subcontractor related to participation on this contract. Attach all support documentation (i.e. emails, call logs, and faxes) to verify communication. In addition, provide response(s) from the S/M/WBE subcontractor(s). (Attach additional page, if necessary.)

3a. Select the statement that best describes other good faith efforts made: (Check all that apply)

	Helped a vendor become a certified S/M/WBE so they could become a subcontractor on the project
	Offered joint check services or bonding assistance for lines of credit to S/M/WBE subcontractors
	Advertised and contacted certified firms using S/M/WBE Certification lists from the website, trade organizations, professional organizations, and others
	Other:
	N/A – No Good Faith Effort attempted

3b. In the box below, please provide further details for each statement selected above and attached support documentation.

AFFIRMATION

The undersigned does hereby declare that the statements contained herein and all documentation provided are true, accurate and complete and include all material information necessary to determine compliance with the Equal Business Opportunity Program Policy.

Signature

Name & Title (Print)

FOR EBO USE ONLY

	Waiver Status:	☐ Approved ☐ Denied
Signature		
Name & Title (Print)	Date:	



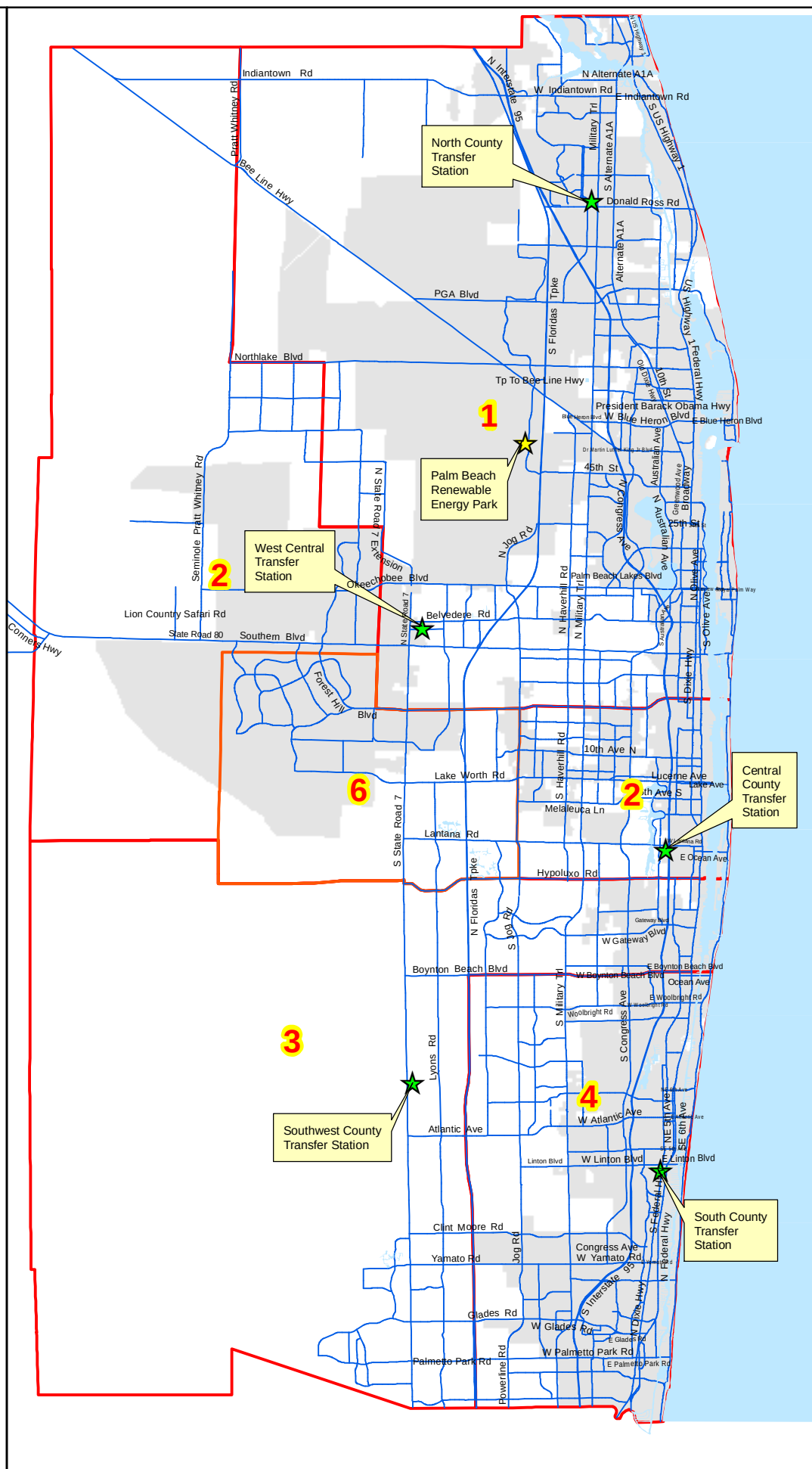
Legend

-  Waste-to-Energy Plant/Landfill
-  Transfer Station
-  Service Areas
-  Municipality
- Major Roads



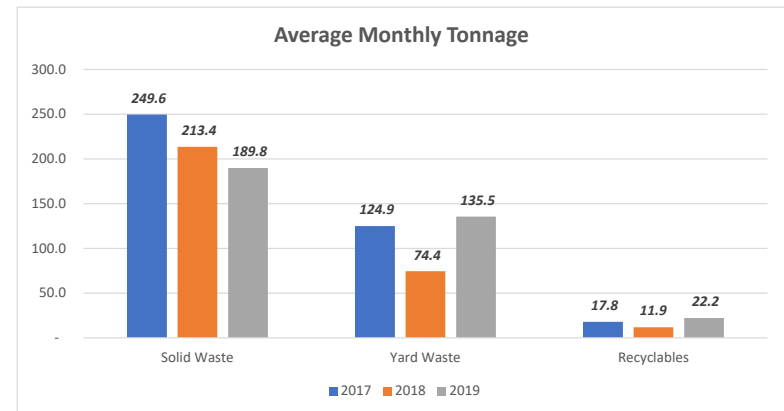
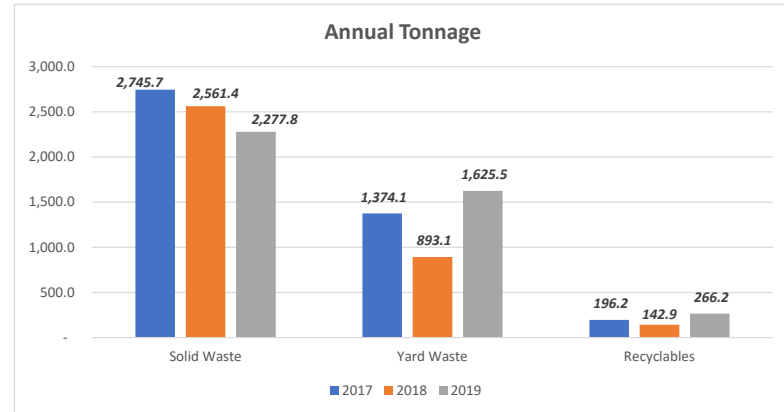
THE SOLID WASTE AUTHORITY AND PALM BEACH COUNTY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATA PROVIDED HEREIN. THE READER SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE SOLID WASTE AUTHORITY EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY LOSS OR DAMAGE OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOLID WASTE AUTHORITY AND PALM BEACH COUNTY SHALL ASSUME NO LIABILITY FOR:

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Waste Pro Monthly Activity Report (in tonnage)

	<u>Solid Waste</u>	<u>Yard Waste</u>	<u>Recyclables</u>
10/1/2016			
11/1/2016			
12/2/2016			
1/1/2017	216.19	72.9	7.71
2/1/2017	174.37	95.67	10.01
3/1/2017	233.64	98.7	7.84
4/1/2017	200.1	118.38	10.85
5/1/2017	225.21	124.83	24.9
6/1/2017	215.54	116.38	21.89
7/1/2017	232.62	122.63	23.81
8/1/2017			
9/1/2017			
	1,497.67	749.49	107.01
Monthly Average	249.61	124.92	17.84
Projected Annual	2,745.73	1,374.07	196.19
10/1/2017	228.19	82.72	10.28
11/1/2017	233.41	79.74	6.83
12/2/2017	259.02	74.76	17.62
1/1/2018	203.51	55.77	10.63
2/1/2018	199.69	91.64	7.7
3/1/2018	194.11	81.63	13.21
4/1/2018	201.36	65.49	10.95
5/1/2018			
6/1/2018			
7/1/2018			
8/1/2018	195.51	88.91	11.94
9/1/2018	206.24	49.17	17.98
	1,921.04	669.83	107.14
Monthly Average	213.45	74.43	11.90
Projected Annual	2,561.39	893.11	142.85
10/1/2018	202.06	52.7	12.78
11/1/2018	166.66	151.43	13.77
12/1/2018	174.63	161.85	21.67
1/1/2019	217.81	151.52	16.35
2/1/2019	180.97	146.65	28.32
3/1/2019	200.82	125.83	37.45
4/1/2019	185.75	158.24	24.92
5/1/2019			
6/1/2019			
7/1/2019			
8/1/2019			
9/1/2019			
	1,328.70	948.22	155.26
Monthly Average	189.81	135.46	22.18
Projected Annual	2,277.77	1,625.52	266.16





155 F Road Loxahatchee Groves, FL 33470

TO: Town Council of Town of Loxahatchee Groves
FROM: Lakisha Burch, Town Clerk/ James Fleishmann, Town Planning Consultant
VIA: James Titcomb, Town Manager
SUBJECT: Roadway, Equestrian Trails & Greenway Advisory Committee

Background:

History: RETGAC Advisory Committee responsibilities are detailed in Town Resolution 2015-04. General duties are defined in Section 2.I.(B). However, Section 2.III. (B) limits RETGAC Advisory Committee business meetings to items specifically directed to it by the Town Council. At this time, the only active Council direction is to recommend standards to be used in the design of Town equestrian and multi-use trails.

Recommendations:

Town Council to gave specific direction to the Roadway, Equestrian Trails & Greenway Advisory Committee by (1) expanding the list of issues to be addressed by the RETGAC Advisory Committee by simple motion , (2) revise Resolution 2015-04 to detail more specific ongoing responsibilities, or (3) retain Resolution 2015-04 “as is”, including the current Council direction to only review trail standard at this time.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2015-04

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING RESOLUTION 2011-005, RELATING TO THE TOWN "ROADWAY, EQUESTRIAN TRAILS AND GREENWAY ADVISORY COMMITTEE" TO AMEND THE PROVISIONS RELATING TO DUTIES, MEETINGS AND PROCEDURES OF THE COMMITTEE, AND TO DESCRIBE THE ROLE OF THE COUNCIL LIAISON TO THE COMMITTEE; PROVIDING FOR CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 2011-005, the Town Council of the Town of Loxahatchee Groves, Florida, created the "Roadway, Equestrian Trails and Greenway Advisory Committee" to advise the Town Council as to issues related to roadways, multi-purpose and equestrian trails, greenways, parks and related water issues; and

WHEREAS, the Town Council finds that amending the duties of the Roadway, Equestrian Trails and Greenway Advisory Committee, as well as describing the role of the Council liaison, is in the best interests of the residents of the Town.

NOW, THEREFORE, be it resolved by the Town Council of the Town of Loxahatchee Groves, Florida, as follows:

Section 1. That the foregoing "WHEREAS" clauses are confirmed and ratified as being true and correct and are hereby made a specific part of this Resolution.

Section 2. Section 2 of Resolution 2011-005 is amended as follows:

I. Creation of the "Roadway, Equestrian Trails and Greenway Advisory Committee." There is created the Roadway, Equestrian Trails and Greenway Advisory Committee to act as an advisory board to the Town Council, as follows:

(A) **Qualifications.** Each member of the Roadway, Equestrian Trails and Greenway Advisory Committee shall be a resident of the Town.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2015-04

(B) Duties. The Roadway, Equestrian Trails and Greenway Advisory Committee's duties are to review only those matters directed to it by the Town Council through the Town Manager, or by the Town Manager, which matters may include; ~~but are not limited to:~~

1. Reviewing and analyzing projects relating to roadways, multi-purpose and equestrian trails, greenways, parks and related water issues ~~as may be assigned to it by the Town Council from time to time;~~
2. Making recommendations to the Town Council on the enhancement, improvement and development of roadways, multi-purpose and equestrian trails, greenways, parks and related water issues within the Town; and,
- ~~3. Reviewing possible grant opportunities, preparing grant applications making recommendations thereon to the Town Council.~~
3. Any other matter relating to roadways, multi-purpose and equestrian trails, greenways, parks and related water issues the Town Council may determine should be reviewed by the Committee.

(C) The Committee shall be comprised of five (5) voting members, to be appointed by individual Town Council Members.

(D) The Town Council shall appoint one member of the Town Council to serve as a non-voting liaison to the Roadway, Equestrian Trails and Greenway Advisory Committee. The Town Council liaison shall serve as a conduit to provide information between the Town Council and the Roadway, Equestrian Trails and Greenway Advisory Committee.

(E) The voting members shall serve at the pleasure of the Town Council. The terms of the voting members shall run concurrently with the term of the Council Member who nominated the voting member to the Committee.

(F) An attendance requirement shall be imposed on all members of the Roadway, Equestrian Trails and Greenway Advisory Committee. Unless excuse of absence is granted by the Roadway, Equestrian Trails and Greenway Advisory Committee, a member of the Roadway, Equestrian Trails and Greenway Advisory Committee shall be removed by the Town Council if he/she has missed three ~~five~~ (3~~5~~) consecutive meetings of the Committee within a twelve (12) month period.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2015-04

- (G) Committee members, and/or companies or employers in which the members have a direct financial interest, shall not do business with the Town, in accordance with Florida Statutes 112.313, and pertinent opinions of the Florida Commission on Ethics. If any member of the Committee finds that his/her personal interests are involved in any matter coming before the Town Council, he/she shall disqualify himself/herself from all participation in the matter.
- (H) If a regular member of the Roadway, Equestrian Trails and Greenway Advisory Committee resigns or is removed from his or her position, the nominating Council Member shall appoint the replacement.
- II. Advisory Only.** The actions, decisions, and recommendations of the Roadway, Equestrian Trails and Greenway Advisory Committee shall be advisory only.
- III. Meetings, Dates, Procedures, Records, Quorum, and Compensation.**
- (A) The Roadway, Equestrian Trails and Greenway Advisory Committee shall hold an organizational meeting at the first scheduled meeting following the appointment of the members of the Roadway, Equestrian Trails and Greenway Advisory Committee. The purpose of the Roadway, Equestrian Trails and Greenway Advisory Committee organizational meeting is for the members to elect a Chair and Vice Chair from its voting membership for terms of one (1) year.
- (B) The Roadway, Equestrian Trails and Greenway Advisory Committee will meet only when needed to review matters directed to it by the Town Council pursuant to subsection I(B) above. At such meetings, the Roadway, Equestrian Trails and Greenway Advisory Committee shall limit its business to the matters directed to it by the Town Council.
~~The Roadway, Equestrian Trails and Greenway Advisory Committee shall meet on a regular or as-needed basis, as determined by the Roadway, Equestrian Trails and Greenway Advisory Committee.~~
- (C) All meetings, records and files of the Roadway, Equestrian Trails and Greenway Advisory Committee shall be open and available to the public, consistent with Chapter 119, Florida Statutes (the Public Records Law) and Chapter 286, Florida Statutes (the “Sunshine Law”). In addition, members of the Roadway, Equestrian Trails and Greenway Advisory Committee shall ensure that their actions are in compliance with Chapter 119, Florida Statutes (the “Public Records Law”) and Chapter 286, Florida Statutes (the “Sunshine Law”).

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2015-04

(D) Notice for any meeting of the Roadway, Equestrian Trails and Greenway Advisory Committee shall be posted in accordance with Chapter 286, Florida Statutes (the “Sunshine Law”) and on the Town’s website and at the Town Office no later than 24 hours prior to the scheduled meeting.

(E) Three (3) voting members in attendance shall constitute a quorum of the Roadway, Equestrian Trails and Greenway Advisory Committee.

(F) The Town Manager or his\her designee shall prepare the agendas, set the dates of meetings, act as secretary to the Roadway, Equestrian Trails and Greenway Advisory Committee, and be responsible for attending all meetings and providing the items necessary for conducting meetings, ~~as requested by the Chair~~ and for recording and preparation of meeting minutes. The Town Attorney or his\her designee shall act as attorney for the Roadway, Equestrian Trails and Greenway Advisory Committee, on an as-needed basis.

(G) Town staff will reasonably provide adequate support to the Committee to discharge its responsibilities as assigned by the Town Council.

(H) Members of the Roadway, Equestrian Trails and Greenway Advisory Committee shall serve without compensation for the performance of their duties.

Section 3. Severability. If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated, and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 4. Conflicts. All Resolutions or parts of Resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2015-04

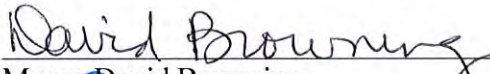
Section 5. Effective Date. This Resolution shall take effective immediately upon its adoption.

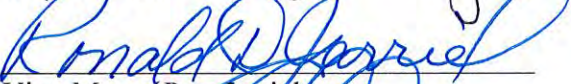
ADOPTED by the Town Council of the TOWN OF LOXAHATCHEE GROVES, FLORIDA, this 6th day of January, 2015, as amended.

ATTEST:


Janet K. Whipple, Town Clerk

TOWN OF LOXAHATCHEE GROVES,
FLORIDA


Mayor David Browning


Vice-Mayor Ron Jarriel


Council Member Tom Goltzené


Council Member Ryan Liang


Council Member Jim Rockett

APPROVED AS TO LEGAL FORM:


Office of the Town Attorney

AMENDED AND RESTATED 800 INTERLOCAL AGREEMENT

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (“County”) and Loxahatchee Groves, a municipal corporation of the State of Florida (“Municipality”).

WITNESSETH

WHEREAS, on July 21, 2009, the County and the Municipality entered into an Interlocal Agreement (R2009-1172), that was subsequently amended by the First Amendment to Interlocal Agreement (R2014-0595) on May 6, 2014 (Collectively the 2009 Interlocal Agreement) setting forth the terms and conditions by which the County would provide interoperable radio communications through the countywide common talk groups to the Municipality; and

WHEREAS, to set forth the terms and conditions for all interoperable radio communications, this Agreement amends and restates, in its entirety, and replaces, the 2009 Interlocal Agreement; and

WHEREAS, the County and the Municipality are continually identifying more effective service delivery methods which result in enhanced public safety services and overall savings to the taxpayers of the County and the Municipality; and

WHEREAS, the County has purchased, designed, installed, and operates a Public Safety Radio System that supports the needs of the Palm Beach County Sheriff’s Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Medical Services, and various Palm Beach County general government agencies; and

WHEREAS, the County and the Municipality have determined that the ability to provide interoperable communications is critical to the effective and efficient provision of public safety and general government services; and

WHEREAS, it has been determined to be mutually beneficial to both Parties to execute this Agreement which sets forth the parameters under which the Municipality can access the Common Talk Groups established on the County’s Public Safety Radio System to receive the public safety benefit of interoperability; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately.

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

SECTION 1: PURPOSE

The purpose of this Agreement is to set forth the parameters under which the County will provide access to the Common Talk Groups established on the County System specifically to provide interoperable communications among public safety and general government agencies capable of accessing this feature of the County System. This Agreement also identifies the conditions of use, the monitoring requirements, and ability of the Municipality to participate in the operational decisions relating to the use of the Common Talk Groups.

SECTION 2: DEFINITIONS

2.01 Common Talk Groups: Talk groups established on the County's System that are made available to County agencies, municipalities and other non-County agencies for interoperable communications between agencies for the purpose of providing mutual assistance and planning and execution of on-scene operations.

2.02 County Talk-Groups: Talk groups established on the County's System that are made available to County agencies providing for inter-departmental communications. These talk groups are reserved for particular departments/agencies and only available to outside departments by separate agreements.

2.03 Municipality Equipment: Also known as "agency radios," are Municipality owned 800 MHz handheld and mobile radios and control stations that have the ability to be programmed and used on the County's System.

2.04 Radio Alias: The unique name assigned to an operator's radio that displays on the dispatcher's console when a radio transmits.

2.05 SmartZone Controller: The SmartZone Controller is the central computer that controls the operation of the County's Public Safety Radio System. The SmartZone Controller manages access to System features, functions, and talk-groups.

2.06 System: The Public Safety Radio System funded, purchased, installed, maintained and owned by the County.

2.07 System Manager: An employee within the County's Electronic Services & Security Division of the Department of Facilities Development & Operations with the title Radio System Manager who is responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

SECTION 3: ADMINISTRATION

3.01 System Contact. The Palm Beach County Electronic Services & Security Division's System Manager will be the Municipality's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 a.m. to 5:00

p.m., Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate contact will be made.

3.02 CRSSC. The System Maintenance and Administration Plan as referenced on Attachment I hereto, identifies the general procedures for the management of the System and procedures for input through the user committees into operating procedure development. The plan establishes the Countywide Radio System Steering Committee (CRSSC), which is responsible for overseeing and implementing the policies and procedures for the County's System.

3.03 Compliance with System Policies and Procedures. The Municipality shall follow all policies and standard operating procedures in place at the time of this Agreement as well as those developed in the future and issued to the Municipality by the System Manager. The Municipality agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the County's System.

SECTION 4: COUNTY SYSTEM & RESPONSIBILITIES

4.01 County System. The County System consists of eleven (11) transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the SmartZone Controller.

4.02 Coverage for Common Talk Groups. The County System provides seamless County-wide portable and mobile radio coverage for the Common Talk Groups. The radio coverage for the Common Talk Groups is identical to that of other County Talk Groups that reside on the County's System.

4.03 County Responsibilities for System Maintenance and Operations. The County shall be responsible for the maintenance and operation of the County's System, including all costs associated with permitting and licensing.

4.04 Scheduled Outages. The County shall maintain the coverage as described in the County's contract with Motorola R2015-1673, dated 11/17/15, throughout the term of this Agreement except for times of scheduled preventive maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of system failures. The Municipality shall be notified of scheduled preventive maintenance, pursuant to the policies and procedures referenced on Attachment I hereto.

4.05 Management. The County shall be responsible for talk group and fleet mapping management in accordance with the policies and procedures set forth on Attachment I, as may be amended and updated from time to time.

SECTION 5: MUNICIPALITY EQUIPMENT AND RESPONSIBILITIES

5.01 Municipality Equipment. The Municipality's equipment will be 800 MHz mobile, portable, and control station equipment programmed to be used on the County's System. The equipment used will be compatible with Motorola 800 MHz SmartNet and/or SmartZone communication systems. The Municipality is required to keep its equipment in proper operating condition and the Municipality is responsible for maintenance of its radio equipment.

5.02 Agreement Limited to Common Talk Groups. The Municipality will only program the Common Talk Groups and the individual unit ID numbers assigned by the System Manager as part of this Agreement. The Municipality will **not** program into its radios the County operational talk groups without a letter of authorization or a signed agreement from the County.

5.03 Municipality Contacts. The Municipality shall provide the County with a list of persons/positions, which are authorized to request activating/deactivating existing units or new units. No programming will be undertaken by the Municipality or its service provider until requested and approved in writing by the System Manager.

5.04 County Confidential Information. The Municipality shall receive certain access codes to the County's System to enable the Common Talk Groups to be programmed into the Municipality's equipment. ***The access codes are considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or unauthorized persons.*** The access codes are to be treated as confidential information and the Municipality is responsible for safeguarding and protecting the confidentiality of the code information from release to unauthorized parties. All confidential security system information and data obtained, developed, or supplied by the County ("Confidential Information") will be kept confidential by the Municipality and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by law or lawful order. All system parameters shall remain the County's property, and may only be reproduced or distributed with the written permission of the County. The Municipality agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and may be recalled at any time.

5.04.01 Authorized Parties. Service staff directly employed by the Municipality shall be considered authorized to receive access and programming codes for the maintenance of the Municipality's radio equipment. Commercial service providers are not considered authorized to receive access to programming codes for the System. If the Municipality plans to use commercial services for its system or subscriber unit maintenance, the Municipality must include confidentiality requirements in their contracts with the commercial service providers acceptable to the System Manager before access or programming codes may be released to these companies.

5.04.02 Commercial Service Providers. Commercial maintenance service providers are **not** considered authorized to receive access to programming codes for the County's System, unless meeting the requirements of Section 5.04.03 and/or 5.04.04

below. If the Municipality does not have employees capable of programming Municipality radio equipment or prefers to have others program Municipality radio equipment, it may request that the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue or Palm Beach County Electronic Services & Security Division program Municipality's radio equipment under the terms of a separate agreement.

5.04.03 County Review of Existing Service Provider Agreements. If the Municipality uses a commercial service provider to program Municipality radio equipment at the time of execution of this Agreement, and desires that the commercial service provider program the Municipality radio equipment with the Common Talk Groups, the Municipality must submit its existing contract with the commercial service provider to the System Manager for review. The review will focus on whether the contract terms between the Municipality and the commercial service provider are adequate to protect the County's System from misuse, harm or release of access and programming codes to unauthorized persons. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The Municipality will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of programming codes and radio equipment and pertaining to the safeguarding and protection of the confidentiality of the access codes. If not approved, the Municipality shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or the Palm Beach County Electronic Services & Security Division to program Municipality radio equipment with Common Talk Groups.

5.04.04 Review of Bid Documents for Service Provider. If the Municipality intends to use a commercial service provider to program Municipality radio equipment with the Common Talk Groups, the Municipality shall submit the appropriate bid documents/contract to the System Manager for approval prior to soliciting a bid or quote from the commercial service provider. The System Manager will work with the Municipality to develop the appropriate language for the contract which will allow for approval of the commercial service provider. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The Municipality will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of the programming codes and radio equipment use and the terms requiring the safeguarding and protection of the confidentiality of the access codes. If not approved, the Municipality shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or Palm Beach County Electronic Services & Security Division to program Municipality radio equipment with Common Talk Groups.

5.04.05 Survival. The provisions of this section regarding the Municipality's duty to keep the County's access codes confidential shall survive the termination or expiration of this Agreement.

5.05 Federal Shared Encryption Key. The County's System is configured to allow for end to end encryption. If the Municipality desires encryption, the Municipality must request a CKR assignment from the County's System Manager. The Federal Shared Encryption Key ("Key") is available for use by local law enforcement agencies who require direct radio interoperability with federal agencies and is used on Law Enforcement Common 6E through 10E talk groups on the County's System. The Key is considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or to unauthorized persons. If the Municipality requests use of the Key, the Municipality shall be responsible for safeguarding and protecting the confidentiality of the Key from release to unauthorized parties. Service staff directly employed by the Municipality shall be considered authorized to receive access to the Key. ***Commercial service providers are not considered authorized to receive access to the Key.*** Keyloading of the Municipality's end user radios must only be done by the Municipality itself or another authorized law enforcement agency. The Municipality must also store the Municipality's encryption key loader(s) in a secure and locked location when not in use. The Municipality must immediately notify the County's System Manager if the Municipality has reason to believe the confidentiality of the Key has been compromised or an encrypted radio has been lost or stolen. The Municipality must not program the Key into any non-public safety radio. The Municipality must delete the Key from any radio to be repaired by non-agency personnel, removed from service or sent to surplus for disposal. The Municipality must not release the Key algorithm, in its written form, to anyone. The Municipality must not provide any Key encrypted radios to any non-public safety personnel. The provisions of this section regarding the Municipality's duty to keep the Key confidential shall survive the termination or expiration of this Agreement.

5.06 Malfunctioning Municipality Equipment. The Municipality is solely responsible for the performance and the operation of the Municipality equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning Municipality owned equipment; the County will request that the Municipality discontinue use of the specific device until the repairs are completed. The County may, in its discretion, disable the equipment from the System after properly notifying the Municipality in writing if the device is causing interference to the System.

5.07 Stolen or Lost Municipality Radios. In the case of lost or stolen equipment, the Municipality will notify the System Manager by e-mail authorizing the System Manager to disable the equipment. The authorization shall provide the County issued individual unit ID number and the serial number of the radio. The System Manager will advise via e-mail when the radio has been disabled. A request by the Municipality to re-activate a disabled radio must be in writing by e-mail to the System Manager.

SECTION 6: SUBSCRIBER UNIT INFORMATION TO BE PROVIDED BY MUNICIPALITY

The Municipality will be required to provide to the County an initial inventory of the radios that are proposed to be programmed for use of the Common Talk Groups. The Municipality will provide the following information to the County:

- Radio manufacturer and model numbers.
- Radio serial numbers.
- Requested aliases to be programmed.

The System Manager will then compile this information and transmit back to the Municipality a matrix of the County-wide Talk Groups, aliases, and radio ID numbers prior to the Municipality's radios being activated on the County's Public Safety Radio System. The Municipality is responsible for adhering to the Talk-Group and Radio ID allocations established by the County. The County's Talk-Group and Radio ID allocations are on file with the County and available upon request.

SECTION 7: UTILIZATION AND MONITORING OF COMMON TALK GROUPS

7.01 Purpose of Common Talk Groups. The Common Talk Groups were implemented specifically for inter-agency communication among multiple agencies, regardless of their specific discipline or affiliation. They were also created to allow communications between agencies without requiring cross-programming operational talk groups in each agency's radios.

Typical Usage Scenario:

- A unit requesting to coordinate a multi-jurisdictional operation or call for mutual assistance, places a call on the Call Talk Group for the appropriate discipline (i.e. Law Enforcement, Fire Rescue, or Local Government) to the dispatch center of the required agency(ies).
- The responding dispatch center assigns one of the Common Talk Groups to the requesting unit and contacts its agency's unit(s) and requests that the user switch to the corresponding talk group.
- The participating units would communicate on the Common Talk Group(s) and upon completion of the operation; the talk-group is cleared of all radio traffic and put back into the pool for other agencies.

7.02 Approved Uses. Usage of the Common Talk Groups is authorized to coordinate multi-jurisdictional fire/law enforcement/disaster recovery operations such as fires requiring multi-agency responses, police pursuit through multiple jurisdictions and coordination and response to local emergencies and disasters. Other authorized uses include undercover operations, investigations, perimeter communications, fire ground coordination, scene security and landing zone communications requiring participation of multiple agencies and disciplines.

In addition, the Common Talk Groups can be used by any agency experiencing catastrophic failure of its own communication system for a determined amount of time. A request to utilize the Common Talk Groups for this situation requires permission of the System Manager. Once approved by the System Manager, the Common Talk Groups can be temporarily utilized until repair of the agency's communication system is complete.

7.03 Prohibited Uses. The Common Talk Groups shall not be used for every-day routine communications or as an extra talk group for agencies that have cross programming agreements and duplicated talk groups programmed into their radios. Other prohibited uses include communications for special events and operations, use as an additional dispatch, administrative or a car to car talk group for a single agency.

7.04 Required Monitoring. Agencies requesting to use the Common Talk Groups by this Agreement have a requirement to monitor the Calling Talk Group in their respective dispatch center to respond to calls for assistance from field units. The dispatch centers which combine more than one discipline in their dispatch center are required to monitor the disciplines which are dispatched. Agencies which do not utilize their own dispatch center are not required to monitor the Calling Talk Group.

SECTION 8: LIABILITY

8.01 No Representation as to Fitness. The County makes no representations about the design or capabilities of the County's System. The Municipality has decided to enter into this Agreement and use the County's System on the basis of having interoperability with the County and /or other municipalities during times of mutual aid and/or joint operations. The County agrees to use its best reasonable efforts to provide the Municipality with full use of the Common Talk Groups but makes no guarantee as to the continual, uninterrupted use of the System, or its fitness for the communication needs of the Municipality.

8.02 No Waiver of Sovereign Immunity. The Parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the County or Municipality pursuant to §768.28, Florida Statutes. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the Municipality shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Municipality's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes §768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

8.03 No Responsibility for Third Party Claims. Neither the County nor the Municipality shall be liable to each other or for any third party claim, which may arise out of the services provided hereunder or of the radio System itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The System is designed

to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the agency which is providing such service and not necessarily either party to this Agreement.

8.04 No Consequential Damages. The terms and conditions of this Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the Municipality waive all other remedies with respect to each other, including, but not limited to, consequential and incidental damages.

8.05 Survival. The provisions of this section shall survive the termination or expiration of this Agreement.

SECTION 8A: INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Municipality represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Municipality is not self-insured, Municipality shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should Municipality purchase excess liability coverage, Municipality agrees to include County as an Additional Insured.

The Municipality agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Municipality contract with a third-party (Contractor) to perform any service related to the Agreement, Municipality shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the Municipality shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Municipality of its liability and obligations under this Agreement.

SECTION 9: OWNERSHIP OF ASSETS

All assets maintained under this Agreement will remain assets of the respective party.

SECTION 10: TERM OF AGREEMENT

10.01 Initial Term. The initial term of this Agreement is for five (5) years and shall commence immediately upon full execution of this Agreement.

10.02 Renewals. The Agreement may be renewed for two (2) additional terms of five (5) years each. At least six (6) months prior to the expiration of this Agreement's term, the Municipality shall provide the County with a request to renew this Agreement. Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

10.03 Existing Interlocal Terminated. This Agreement when effective terminates and replaces the Interlocal Agreement between County and Municipality R2009-1172 as amended by R2014-0595.

SECTION 11: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by written amendment as agreed to by all parties.

SECTION 12: TERMINATION

This Agreement may be terminated by either party, with or without cause upon ten (10) days written notice to the other party. Upon notice of termination, the System Manager will proceed to disable the Municipality's radios from the County's System. It will be the responsibility of the Municipality to reprogram the Municipality's radios removing the County's System information from the radios. The Municipality will complete reprogramming the Municipality's radios within sixty (60) days of the date of termination. A municipality with greater than one hundred (100) radios will be given ninety (90) days to re-program its radios.

SECTION 13: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

With a copy to:

Radio System Manager
Palm Beach County Electronic Services & Security Division
2601 Vista Parkway
West Palm Beach, FL 33411-5610

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the Municipality:

Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

Michael D. Cirullo, Jr., Esq.
Town of Loxahatchee Groves
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308

SECTION 14: APPLICABLE LAW

This agreement shall be governed by the laws of the State of Florida.

SECTION 15: FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 16: ENTIRE AGREEMENT

This Agreement and any Attachments hereto constitute all agreements, conditions and understandings between the County and the Municipality concerning access to the Common Talk Groups. All representations, either oral or written, shall be deemed to be merged into this Agreement, except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the County or Municipality unless reduced to writing and signed by them.

SECTION 17: DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of the County's or the Municipality's officers.

SECTION 18: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 19: NO THIRD PARTY BENEFICIARY

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Municipality.

SECTION 20: NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Municipality warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

SECTION 21: ASSIGNMENT

Municipality may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 22: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 23: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 24: ANNUAL BUDGETARY FUNDING/CANCELLATION

This Agreement and all obligations of County and Municipality hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners and the Municipality Council.

SECTION 25: EFFECTIVE DATE

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

**APPROVED AS TO TERMS AND
CONDITIONS:**

By: _____
County Attorney

By: _____
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

**THE TOWN LOXAHATCHEE
GROVES, Florida.**

By: _____
Virginia Walton, Town Clerk

By: _____
David Browning, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
Town Attorney

ATTACHMENT I

PALM BEACH COUNTY PUBLIC SAFETY RADIO SYSTEM POLICIES AND PROCEDURES

Policy / Procedure Title

1. Countywide Use of 800 MHz System (O.P. # I-01)
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)
4. Emergency Medical Communications (O.P. # I-06)
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)
7. System Maintenance and Administration Plan

34-9
Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

R2009. 1172

Meeting Date: July 21, 2009

☒ Consent
☐ Ordinance

☐ Regular
☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

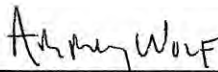
Motion and Title: Staff recommends motion to approve: an interlocal agreement with the Town of Loxahatchee Groves (Town) allowing for interoperable communications through the countywide common groups of the County's 800 MHz Radio System.

Summary: This interlocal agreement provides the conditions under which the Town can program into its radios and utilize the countywide common talk groups for certain types of inter-agency communications. The County's system will not be utilized for routine operational communications by the Town. The terms of the agreement are standard and have been offered to all municipalities and local branches of state and federal agencies with 800 MHz trunked radio capabilities. There are no charges associated with this agreement. The Town is required to pay all costs associated with subscriber units and to comply with the established operating procedures for the System. The term of the agreement is for five (5) years with three (3) - five (5) year renewals. The Agreement may be terminated by either party, with or without cause. (FDO/ESS) Countywide (JM)

Background and Justification: This Agreement provides interoperability via use of the countywide common talk groups, which is the lowest level of interoperability approved by the Communications Systems and Operations Policy Advisory Committee. The Town will only be able to access the common talk groups for specified types of communications and will conduct routine operational communications on its own radio system. As such there is no capacity impact to the County and hence no charges associated with this Agreement.

Attachments:
Agreement

Recommended by:

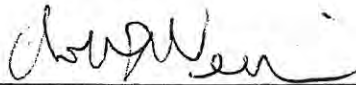


Department Director

6/23/09

Date

Approved by:



County Administrator

7-13-09

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes _____ No _____

Budget Account No: Fund _____ Department _____ Unit _____ Object _____
Reporting Category _____

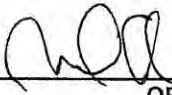
B. Recommended Sources of Funds/Summary of Fiscal Impact:

☒ There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development & Control Comments:

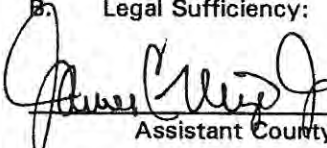


OFMB 7/18/09
CJ 7/11/09



Contract Dev. and Control 7/18/09

B. Legal Sufficiency:



Assistant County Attorney 7/13/09

This Contract complies with our
contract review requirements.

C. Other Department Review:

AGREEMENT

THIS AGREEMENT, made and entered into this _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and the TOWN OF LOXAHATCHEE GROVES, FLORIDA, a municipal corporation ("Town")

WITNESSETH

WHEREAS, the County and the Town are continually identifying more effective service delivery methods which result in overall savings to the taxpayers of the County and the Town; and

WHEREAS, the County has purchased, designed, installed, and operates an 800 MHz Trunked Radio System that supports the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Medical Services, and various Palm Beach County general government agencies; and

WHEREAS, the County and the Town have determined that the ability to provide interoperable communications is critical to the effective and efficient provision of public safety and general government services; and

WHEREAS, it has been determined to be mutually beneficial to both Parties to execute this Agreement which sets forth the parameters under which the Town can access the Common Talk Groups established on the County's Radio System to receive the public safety benefit of interoperability; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately:

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows.

SECTION 1: PURPOSE

- 1.01 The purpose of this Agreement is to set forth the parameters under which the County will provide access to the Common Talk Groups established on the County System specifically to provide interoperable communications among public safety and general government agencies capable of accessing this feature of the County System. This Agreement also identifies the conditions of use and the ability of the Town to participate in the operational decisions relating to the use of the Common Talk Groups.
- 1.02 Definitions
 - 1.021 Common Talk Groups: Talk groups established on the County's communications system that are made available to County Agencies, municipalities and other non-County agencies for interoperable communications between agencies for the purpose of providing mutual assistance and planning and executing of on-scene operations.

- 1.022 County Talk-Groups: Talk groups established on the County's communication system that are made available to county agencies providing for inter-departmental communications. These talk groups are reserved for particular departments/agencies and only available to outside departments by separate agreements.
- 1.023 Town Equipment: Also known as "agency radios", are Town owned 800 MHz handheld and mobile radios and control stations that have the ability to be programmed and used on the County's 800 MHz Trunked Radio System.
- 1.024 Radio Alias: The unique name assigned to an operators radio that displays on the dispatchers console when a radio transmits.
- 1.025 System: The 800 MHz Trunked Radio System funded, purchased, installed, maintained and owned by the County.
- 1.026 System Administrator: An employee within the County's Electronic Services Division of the Facilities Development & Operations Department responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this agreement.

SECTION 2: ADMINISTRATION OF THE COUNTY'S 800 MHz SYSTEM AND USE PROCEDURES

- 2.01 The Palm Beach County Electronic Services Division's 800 MHz System Administrator will be the Town's day to day contact and can be reached at 561-233-0837. The Electronic Services Division is staffed from 8:00am to 5:00pm, Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center on 561-712-6428 and the appropriate contact will be made.
- 2.02 The Network Administration Plan identifies the general procedures for the management of the system and procedures for input through the user committees into operating procedure development. The plan establishes the Countywide Radio Steering Committee (CRSSC) which is responsible for overseeing and implementing the policies and procedures for the County's 800 MHz Trunked Radio System.
- 2.03 The Town shall follow all policies and standard operating procedures in place at the time of this Agreement as well as those developed in the future and issued to the Town by the System Administrator. The Town agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the County System. Any radios programmed into the County's 800 MHz Trunked Radio System can only be used by employees of the Town.

SECTION 3: COUNTY EQUIPMENT & RESPONSIBILITIES

- 3.01 The County System consists of ten (10) 800 MHz transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the SmartZone Controller.

- 3.02 The County System provides seamless County-Wide portable and mobile radio coverage for the Common Talk Groups. The radio coverage for the Common Talk Groups is identical to that of other County Talk Groups that reside on the County 800 MHz Trunked Radio System.
- 3.03 The County shall be responsible for the maintenance and operation of the County Radio System, including all costs associated with permitting and licensing.
- 3.04 The County shall maintain the coverage within the Town municipal boundaries as described in the County's contract with Motorola R98-2006D throughout the term of this Agreement except for times of scheduled preventative maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of system failures. The Town shall be notified within a reasonable period of time in advance of scheduled preventive maintenance.
- 3.05 The County shall be responsible for talk group and fleet mapping management in accordance with the procedures and policies set forth in Attachment I.

SECTION 4: TOWN EQUIPMENT AND RESPONSIBILITIES

- 4.01 The Town's equipment will be 800 MHz. mobile, portable, and control station equipment programmed to be used on the County's 800 MHz Trunked Radio System. The equipment used will be compatible with Motorola 800 MHz SmartNet and/or SmartZone communication systems. The Town will be required to keep its equipment in proper operating condition and the Town is responsible for maintenance of its radio equipment.
- 4.02 The Town will only program the Common Talk Groups and the individual unit ID numbers assigned by the System Administrator as part of this Agreement. The Town will **not** program into its radios County operational talk groups without a letter of authorization or a signed agreement from the County.
- 4.03 The Town shall provide the County with a list of persons/positions which are authorized to request activating/deactivating existing units or new units. No programming will be undertaken by the Town or its service provider until requested and approved in writing by the System Administrator.
- 4.04 The Town shall receive certain access codes to the County's System to enable the common talk groups to be programmed into their equipment. The access codes are to be treated as confidential information and the Town is responsible to safeguard the code information from release to unauthorized parties. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County will be kept confidential by the Town and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by law or lawful order. All system parameters shall be and remain the County's property and may only be reproduced or distributed with the written permission of the County. The Town agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and may be recalled at any time.
- 4.05 Access and programming codes will only be released to; 1) service staff employed by the Town, 2) approved commercial service providers under contract with the Town, or 3) County departments

(PBSO, Fire Rescue and/or County Communications), or 4) another Town that has in-house service personnel and an agreement with the County.

- 4.06 The County will approve all commercial service providers upon review of whether the contract terms between the Town and the commercial service provider are adequate to protect the County's radio system from misuse, harm or release of access and programming codes to unauthorized persons.
- 4.07 The Town will be responsible for ensuring that the commercial service provider adheres to the terms of this agreement pertaining to the proper use of access/programming codes and radio use.
- 4.08 The Town is solely responsible for the performance and the operation of the Town equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning Town owned equipment, the County will request the Town discontinue use of the specific device until the repairs are completed. The County may, at its discretion, disable the equipment from the System after properly notifying the Town in writing if the device is causing interference to the System.
- 4.09 In the case of lost or stolen equipment, the Town will notify the System Administrator by e-mail or fax authorizing the System Administrator to disable the equipment. The authorization shall provide the County issued individual unit ID number and the serial number of the radio. The System Administrator will advise back via e-mail when the radio has been disabled. A request by the Town to re-activate a disabled unit will also be required in writing by e-mail or fax to the System Administrator.

SECTION 5 SUBSCRIBER UNIT INFORMATION TO BE PROVIDED BY TOWN

- 5.01 The Town will be required to provide to the County an initial inventory of the radios that are proposed to be programmed for use of the Common Talk Groups. The Town will provide the following information to the County:

1. Radio manufacturer and model numbers.
2. Radio serial numbers.
3. Requested Aliases to be programmed.

The System Administrator will then compile this information and transmit back to the Town a matrix of the County-Wide talk groups, aliases, and radio ID numbers prior to the Town's radios being activated on the County's 800 MHz system. The Town is responsible for adhering to the Talk-Group and Radio ID allocations established by the County. The Talk-Group and Radio ID allocations are shown on Attachment II.

SECTION 6: UTILIZATION AND MONITORING OF COMMON TALK GROUPS

- 6.01 The Common Talk Groups were implemented specifically for inter-agency communication among multiple agencies, regardless of their specific discipline or affiliation. They were also created to allow communications between agencies without requiring cross-programming operational talk groups in each agencies radios. Usage of the Common Talk Groups is authorized to coordinate a multi-jurisdictional fire/law enforcement/disaster recovery operations such as fires requiring multi-agency responses, police pursuit through multiple jurisdictions and coordination and response to

local emergencies and disasters. Other authorized uses include undercover operations, investigations, perimeter communications, fire ground coordination, scene security, landing zone communications requiring participation of multiple agencies and disciplines..

In addition, the Common Talk Groups can be used by any agency experiencing catastrophic failures of their own communication system for a determined amount of time. A request to utilize the Common Talk Groups for this situation requires permission of the System Administrator. Once approved by the System Administrator, the Common Talk Groups can be temporarily utilized until repair of the agency's communication system is complete.

- 6.02 The Common Talk Groups shall not be used for every-day routine communications or as an extra talk group for agencies that have cross programming agreements and duplicate talk groups programmed into their radios. Other prohibited uses include communications for special events and operations, or as an additional dispatch, administrative, or car to car talk group for a single agency.
- 6.03 Agencies requesting to utilize the Common Talk Groups by this Agreement have a requirement to monitor the Calling Talk Group in their respective dispatch center and to respond to calls for assistance from field units. The dispatch centers which combine more than one discipline in their dispatch center are required to monitor the disciplines which are dispatched. Agencies which do not utilize their own dispatch center are not required to monitor the Calling Talk Group.

SECTION 7: INDEMNIFICATION AND LIABILITY

The County makes no representations about the design or capabilities of the County System. The Town has decided to enter into this Agreement and use the County's system on the basis of having interoperability with the County and/or other municipalities during times of mutual aid and/or joint operations. The System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgement or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the Town which is providing such service and not with the other party to the Interoperability Agreement.

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the Town shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Town's negligence in connection with this Agreement, and County shall indemnify, defend and hold harmless the Town against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

The terms and conditions of this Interoperability Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the Town waive all remedies with respect to each other, including, but not limited to, consequential and incidental damages, but this waiver shall not apply to third parties. The County agrees to use its best reasonable efforts to provide the Town with full use of the Common Talk Groups but makes no guarantee as to the continual, uninterrupted use of the radio communication system, or its fitness for the communication needs of the Town.

SECTION 8: OWNERSHIP OF ASSETS

All assets maintained under this Agreement will remain assets of the respective party.

SECTION 9: TERM OF AGREEMENT

The initial term of this Agreement is for five (5) years and shall commence immediately upon execution of this Agreement. The Agreement may be renewed for three (3) year terms thereafter. At least six months prior to the expiration of this Agreement's term, the Town shall provide the County with a request to renew this Agreement. Such Renewal Amendment will require approval of both parties and the County may not unreasonably withhold its approval of the Renewal Amendment.

SECTION 10: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by written amendment as agreed to by all parties.

SECTION 11: TERMINATION

This Agreement can be terminated by either party, with or without cause upon 10 days written notice. Upon request of termination by the Town, the System Administrator will proceed to disable the Town's radios from the County's System. It will be the responsibility of the Town to reprogram the Town's radios removing the County's System information from the radios. The Town will complete reprogramming the Town's radios within 60 days of the date of termination. Cities with greater than 100 radios will be given 90 days to re-program its radios.

SECTION 12: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

With a copy to:

Interoperability Agreement
Public Agency Standard Form - 12/04/07

Page 6 of 8

800 MHZ System Administrator
2601 Vista Parkway
West Palm Beach, FL 33411-5610

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the Town:

General Manager,
Town of Loxahatchee Groves
14579 Southern Blvd, Suite 2
Loxahatchee Groves, FL 33470

SECTION 13: APPLICABLE LAW/ENFORCEMENT COSTS

This agreement shall be governed by the laws of the State of Florida.

SECTION 14: FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 15: ENTIRE AGREEMENT

This Agreement and any Attachments attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between the County and Town concerning access to the Common Talk Groups. All representations, either oral or written, shall be deemed to be merged into this Agreement, except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Town unless reduced to writing and signed by them.

SECTION 16: DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of County or Town officers.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Asst. County Attorney

By: Amey Wurf
Dir. Facilities Dev. & Operations

ATTEST:

TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: Matthew Lyman
City Clerk

By: David Browning
Signature of Mayor

By: David Browning
Printed Name of Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
[Signature]
Town Attorney

H:\Nolan\Talk Group Agreements\loxahatchee tg agmt.wpd

Attachment 1

PALM BEACH COUNTY
800 MHz RADIO COMMUNICATIONS SYSTEM
POLICIES AND PROCEDURES

June 2002

<u>Policy / Procedure Title</u>		<u>Last Revision Date</u>
1.	Countywide Use of 800 MHz System (O.P. # I-01)	Oct. 1, 2001
2.	Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)	Oct. 1, 2001
3.	Monitoring and Evaluation of 800 MHz System Talk Groups (O.P. # I-05)	Oct. 1, 2001
4.	800 MHz Emergency Medical Communications (O.P. # I-06)	Oct. 1, 2001
5.	Reporting of Problems and Modifications of the 800 MHz System (O.P. # I-07)	Oct. 1, 2001
6.	Countywide Use of 800 MHz System During Times of Catastrophic Failure, which result in non-trunking "conventional" operation (O.P. # I-10)	Oct. 1, 2001
7.	Network Maintenance and Administration Plan	Jun. 6, 2002

PALM BEACH COUNTY

800 MHz System

TALK -GROUP / UNIT ALLOCATION TABLE

Talk Group and Unit ID Ranges

[illegible]

Revised: 6/22/2009

PALM BEACH COUNTY

800 MHz System

TALK -GROUP / UNIT ALLOCATION TABLE

NORTH CENTRAL GROUP									
Town of Cloud Lake	TCL	Analog	2	802951	802953	40	741816	741855	5
Town of Cloud Lake	TCL	Digital	1	800035	800035	4	704397	704400	10
City of Glen Ridge	GGR	Analog	2	802955	802957	40	741856	741895	5
City of Glen Ridge	GGR	Digital	1	800037	800037	4	704401	704404	10
Town of Mangonia Park	TMP	Analog	3	802959	802963	60	741896	741955	7
Town of Mangonia Park	TMP	Digital	1	800039	800039	6	704405	704410	10
Town of Palm Beach	TPB	Analog	25	802965	803013	500	741956	742455	3.6
Town of Palm Beach	TPB	Digital	1	800041	800041	50	704411	704460	10
City of Palm Beach Shores	PBS	Analog	3	803015	803019	60	742456	742515	5
City of Palm Beach Shores	PBS	Digital	1	800043	800043	6	704461	704466	10
City of Riviera Beach	CRB	Analog	30	803021	803079	600	742516	743115	7
City of Riviera Beach	CRB	Digital	2	800045	800047	60	704467	704526	10
City of West Palm Beach	WPB	Analog	100	803081	803279	2010	743116	745125	7
City of West Palm Beach	WPB	Digital	6	800049	800059	200	704527	704726	10
SOUTH CENTRAL GROUP									
City of Atlantis	COA	Analog	3	803281	803285	60	745126	745185	7
City of Atlantis	COA	Digital	1	800061	800061	6	704727	704732	10
City of Greenacres	CGA	Analog	7	803287	803299	140	745186	745325	7
City of Greenacres	CGA	Digital	1	800063	800063	14	704733	704746	10
City of Greenacres	CGA	Analog	1	800067	800067	100	756516	756615	5
Town of Haverhill	THH	Analog	2	803301	803303	40	745326	745365	5
Town of Haverhill	THH	Digital	1	800065	800065	4	704747	704750	10
Town of Hypoluxo	THP	Analog	3	803305	803309	60	745366	745425	5
Town of Hypoluxo	THP	Digital	1	800067	800067	6	704751	704756	10
Town of Lake Clarke Shores	TLCS	Analog	2	803311	803313	40	745426	745465	7
Town of Lake Clarke Shores	TLCS	Digital	1	800069	800069	4	704757	704761	10
City of Lake Worth	CLW	Analog	30	803315	803373	800	745466	746055	7
City of Lake Worth	CLW	Digital	2	800071	800073	60	704762	704821	10
Town of Lantana	TLA	Analog	5	803375	803383	100	746056	746165	2
Town of Lantana	TLA	Digital	1	800075	800075	10	704822	704831	10
Town of Loxahatchee Groves	TLO	Analog	2	804027	804029	20	758114	758133	8
Town of Manalapan	TMN	Analog	2	803385	803387	40	746166	746205	7
Town of Manalapan	TMN	Digital	1	800077	800077	4	704832	704835	10
Village of Palm Springs	VPS	Analog	6	803389	803399	120	746206	746325	2
Village of Palm Springs	VPS	Digital	1	800079	800079	12	704836	704847	10
Village of Royal Palm Beach	RPB	Analog	18	803401	803436	360	746326	746685	7
Village of Royal Palm Beach	RPB	Digital	1	800081	800081	36	704848	704833	10

Revised: 6/22/2009

PALM BEACH COUNTY

800 MHz System

TALK -GROUP / UNIT ALLOCATION TABLE

Town of South Palm Beach	SPB	Analog	2	803437	803439	40	746686	746725	7
Town of South Palm Beach	SPB	Digital	1	800083	800083	4	704884	704887	10
Village of Wellington	VOW	Analog	10	803441	803459	200	746726	746925	5
Village of Wellington	VOW	Digital	1	800085	800085	20	704888	704907	10
SOUTH COUNTY GROUP									
City of Boca Raton	CBR	Analog	40	803461	803539	800	746926	747725	3
City of Boca Raton	CBR	Analog				100	755816	755915	
City of Boca Raton	CBR	Analog				200	756616	756815	
City of Boca Raton	CBR	Digital	40	800365	800443	800	701000	701799	10
City of Boca Raton	CBR	Digital				100	704982	705081	
City of Boca Raton	CBR	Digital				500	705332	705531	
City of Boca Raton	CBR	Analog	26	803541	803591	520	747726	748245	3
City of Boynton Beach	CBB	Analog				100	755916	756015	
City of Boynton Beach	CBB	Digital	32	800445	800507	800	701800	702599	10
City of Boynton Beach	CBB	Digital	8	800347	800363				
Town of Bristle Breezes	TBB	Analog							4
City of Delray Beach	CDB	Analog	20	803593	803631	400	748246	748645	3.6
City of Delray Beach	CDB	Digital	46	800201	800291	920	702600	703519	
Village of Golf	VOG	Analog	2	803753	803755	40	749846	749885	5
Village of Golf	VOG	Digital	1	800087	800087	4	704908	704911	10
Town of Gulf Stream	TGS	Analog	2	803757	803759	40	749886	749925	2
Town of Gulf Stream	TGS	Digital	1	800089	800089	4	704912	704915	10
Town of Highland Beach	THB	Analog	2	803761	803763	40	749926	749965	5
Town of Highland Beach	THB	Digital	1	800091	800091	4	704916	704919	10
Town of Ocean Ridge	TOR	Analog	5	803765	803773	100	749966	750065	7
Town of Ocean Ridge	TOR	Digital	1	800093	800093	10	704920	704929	10
WEST COUNTY GROUP									
City of Belle Glade	CBG	Analog	18	803775	803809	360	750066	750425	7
City of Belle Glade	CBG	Digital	1	800095	800095	36	704930	704965	10
City of Pahokee	CPK	Analog	4	803811	803817	80	750426	750505	7
City of Pahokee	CPK	Digital	1	800097	800097	8	704966	704973	10
City of South Bay	CSB	Analog	4	803819	803825	80	750506	750585	2
City of South Bay	CSB	Digital	1	800099	800099	8	704974	704981	10

Revised: 6/22/2009

PALM BEACH COUNTY

800 MHz System

TALK -GROUP / UNIT ALLOCATION TABLE

FEDERAL, STATE, ADJACENT COUNTIES, AND SCHOOLBOARD									
Broward County Sheriff	BSO	Analog	-	-	-	-	1000	750386	751585
Broward County Sheriff (Additional)	BSO	Analog	-	-	-	-	1000	754816	755815
Fort Lauderdale	CFTL	Analog	-	-	-	-	100	757514	757613
Hendry County	HEND	Analog	-	-	-	-	480	751806	752085
State of Florida	STAT	Digital	4	800333	800339	-	500	703520	704019
PBC School Board	SCHL	Analog	11	803923	803943	-	230	752086	752315
PBC School Board	SCHL	Analog	-	-	-	-	200	757314	757513
Marin County	MC	Analog	-	-	-	-	1000	752316	753315
Marin County (Additional)	MC	Analog	-	-	-	-	500	753816	754315
Federal Users	FEDS	Analog	10	804007	804025	-	500	753316	753815
Federal Users (Digital Assignment)	FEDS	Digital	3	800341	800345	-	250	705082	705331
Coral Springs	CS	Analog	-	-	-	-	250	754316	754565
Coral Springs	CS	Analog	-	-	-	-	250	757814	757863
Margate	MARG	Analog	-	-	-	-	250	754566	754815
St Lucie County	STLU	Analog	-	-	-	-	500	756016	756515
City of Miami	MIA	Analog	-	-	-	-	500	756816	757313
PBC Common Talk Groups	COMM	Analog	30	803945	804003	-	N/A	N/A	N/A
Total Assigned Talk Groups / Unit IDs		Analog	1,124				31,240		
Total Assigned Talk Groups / Unit IDs		Digital	253				5,328		

Assumptions:

100% growth over life of system for all agencies.
Talk Groups assigned for every 20 units for public safety and every 30 for public works.
Only odd numbered talk groups are assigned.
Unit ID assignments are limited to 65,530 due to system capacity.

Notes:

1. Allotment based on information provided for fleet mapping and unit quantities in project SOW.
2. Allotment based on January 1998 survey.
3. Allotment based on information provided for fleet mapping.
4. Included with Ocean Ridge.
5. No information available. Talk group and unit ID allotment estimated.
6. Units per talk group less than 20 unit standard based on January 2000 survey.
7. Allotment based on quantities from January 2000 survey.
8. These agencies will utilize the "Common Talk Groups" for communications.
9. Bolded ID is the last block assigned.
10. Municipal Digital Talk-Groups (except for Municipalities connected via a "HUB") are to use the digital talk-groups on a secondary basis only.
11. PBCSO has approved access to their digital secure talk-group(s) for this agency.
12. PBCSO Citizen On Patrol Assignments
- * Indicates break in sequence denoting reserve of assigned talk groups and unit IDs.

File: G:\800MHz\talk group - unit ID allocation & city digital.xls

Shipped - 20090108 - 20 751586 751605

Revised: 6/22/2009

Agenda Item #: 3H-3

PB/A 7-0

R-2014-0595

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 6, 2014

☒ Consent

☐ Regular

☐ Ordinance

☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a First Amendment to the Interlocal Agreement (R2009-1172) with the Town of Loxahatchee Groves (Town) to extend the term of the Agreement for interoperable radio communications through the countywide common talk groups of the County's 800 MHz Radio System to July 20, 2019.

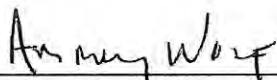
Summary: The Agreement which provides the terms and conditions under which the Town can program into its radios and utilize the countywide common talk groups for certain inter-agency communications expires on July 20, 2014. The Agreement provided for three (3) renewal options, each for a period of five (5) years. The Town has approved a renewal to extend the term of the Agreement to July 20, 2019 and the renewal now requires Board approval. The terms of the Agreement are standard and have been offered to all municipalities and local branches of State/Federal agencies with 800 MHz trunked radio capabilities. There are no charges associated with the Agreement. The Town is required to pay all costs associated with the Town's subscriber units and to comply with the established operating procedures for the System. The Agreement may be terminated by either party, with or without cause. This First Amendment renews the term, updates the notice provisions, updates the attachments, provides for disclosure of County Code Section 2-421 - 2-440 establishing the Office of the Inspector General, and provides for the exclusion of third party beneficiaries. Other than the changes set forth herein, all other terms remain the same. (ESS) Countywide (JM)

Background and Justification: On July 21, 2009, the Board approved the Agreement with the Town for a period of five (5) years. After approval of the First Amendment, there will be two (2) remaining renewal options.

Attachments:

First Amendment

Recommended By: _____


Department Director

4/9/14
Date

Approved By: _____


County Administrator

4/10/14
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u> * </u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____

Budget Account

No:

Fund _____ Dept _____ Unit _____ Revenue Source _____
Fund _____ Dept _____ Unit _____ Revenue Source _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* There is no fiscal impact with this item.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB

Contract Development and Control

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to Agreement R2009-1172 dated July 21, 2009 is made as of MAY 06 2014, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, ("County") and the TOWN OF LOXAHATCHEE GROVES, FLORIDA, a municipal corporation of the State of Florida, ("Town").

In consideration of the mutual promises contained herein, the County and Town agree as follows:

1. The term of the Agreement expires on July 20, 2014 and shall be extended to July 20, 2019 pursuant to the exercise of the first five (5) year renewal option.
2. Attachment I to the Agreement is hereby deleted in its entirety and is hereby replaced by Attachment I attached hereto and made a part hereof.
3. Attachment II is hereby deleted in its entirety.
4. All references in the Agreement to "Communication Division" shall be deleted and replaced with "Electronic Services & Security Division".
5. All references in the Agreement to the 800 MHz Trunked Radio System shall be deleted and replaced with the Public Safety Trunked Radio System ("System").
6. Section 1.025 of the Agreement is deleted in its entirety and replaced with the following:
 - 1.025 System: The Public Safety Trunked Radio System funded, purchased, installed, maintained and owned by the County.
7. Section 1.026 of the Agreement is deleted in its entirety and replaced with the following:
 - 1.026 System Administrator: An employee within the County's Electronic Services & Security Division of the Department of Facilities Development & Operations with the title Radio System Administrator who is responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.
8. Section 2.01 of the Agreement is deleted in its entirety and replaced with the following:

- 2.01 The Palm Beach County Electronic Services & Security Division's System Administrator will be the Town's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 am to 5:00 pm, Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate on-call contact will be made.
9. Section 2.02 of the Agreement is modified by deleting the first sentence and replacing it with the following:
- The System Maintenance and Administration Plan dated June 6, 2002, as referenced on Attachment I hereto, identifies the general procedures for the management of the system and procedures for input into operating and procedure development through the user committees.
10. Section 3.04 of the Agreement is deleted in its entirety and replaced with the following:
- 3.04 The County shall maintain the coverage within the County's geographic boundaries as described in the County's contract with Motorola R98-2006D throughout the term of this Agreement except for times of scheduled preventative maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of system failures. The Town shall be notified of scheduled preventative maintenance pursuant to the policies and procedures referenced on Attachment I hereto.
11. Section 3.05 of the Agreement is deleted in its entirety and replaced with the following:
- 3.05 The County shall be responsible for talk group and fleet mapping management in accordance with the procedures and policies set forth in Attachment I, as may be amended and updated from time to time.

12. Section 5.01 of the Agreement is modified by deleting the last sentence and replacing it with the following:

The County's Talk Group and Radio ID allocations are on file with the County and are available upon request.

13. Section 12 of the Agreement is deleted in its entirety and replaced with the following:

Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

With a copy to:

Radio System Administrator
2601 Vista Parkway
West Palm Beach, FL 33411

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the Town:

Town Manager
Town of Loxahatchee Groves
14579 Southern Blvd, Suite 2
Loxahatchee Groves, FL 33470

With a copy to:

Town Attorney
Town of Loxhatchee Groves

14579 Southern Blvd, Suite 2
Loxahatchee Groves, FL 33470

14. The Agreement is hereby modified to add the following:

**SECTION 17: PALM BEACH COUNTY OFFICE OF THE INSPECTOR
GENERAL AUDIT REQUIREMENTS**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

15. The Agreement is hereby modified to add the following:

SECTION 18: NO THIRD PARTY BENEFICIARY

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including, but not limited to, any citizen or employees of the County and/or Town.

16. The Agreement is hereby modified to add the following:

SECTION 19: NON-DISCRIMINATION

Agency assures and certifies that it shall comply with Title VII of the Civil Rights Act of 1964, as amended, and Palm Beach County Resolution No. R92-13, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, gender identity or expression, or genetic information.

17. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the Town and County.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

R201410595 MAY 06 2014

PALM BEACH COUNTY, a political
subdivision of the State of Florida

ATTEST:

SHARON R. BOCK,
CLERK & COMPTROLLER

By: Nancy Powell
Deputy Clerk

By: Priscilla A. Taylor
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: James E. Utter
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: Audrey Wolf up
Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

By: Janet K. Whipple
Town Clerk Signature

Janet K. Whipple
Town Clerk Printed Name

TOWN OF LOXAHATCHEE GROVES

By: David Browning
Signature of Mayor

David Browning
Mayor Printed Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
Town Attorney

Attachment I

PALM BEACH COUNTY
PUBLIC SAFETY RADIO SYSTEM
POLICIES AND PROCEDURES

June 2002

<u>Policy / Procedure Title</u>	<u>Last Revision Date</u>
1. Countywide Use of 800 MHz System (O.P. # I-01)	Oct. 1, 2001
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)	Oct. 1, 2001
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)	Oct. 1, 2001
4. Emergency Medical Communications (O.P. # I-06)	Oct. 1, 2001
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)	Oct. 1, 2001
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)	Oct. 1, 2001
7. System Maintenance and Administration Plan	June 6, 2002

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MANAGER'S REPORT

- Renew Hurricane Line-of-Credit (expires 8/3/19)
- Road, Drainage & Site Work policies
- Underwood Management Contract

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FINANCE'S REPORT

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TOWN ATTORNEY'S REPORT

Michael D. Cirullo, Jr.
MCirullo@GorenCherof.com



GOREN CHEROF
DOODY & EZROL P.A.
ATTORNEYS AT LAW

May 10, 2019

Jamie Titcomb
Town Manager
Town of Loxahatchee Groves
155 F. Road
Loxahatchee Groves, FL 33470

RE: Item for June 4, 2019 Town Council Agenda

Dear Jamie,

Enclosed is the original letter concerning the extension and amendment of this Firm's contract for legal services. The letter was sent to you and Mayor Shorr via email on May 9th. Please ensure the letter gets put on the agenda for the June 4th Town Council meeting. As stated in the letter, after the appointment of the new interim Town Attorney, please have Mayor Shorr sign the letter.

Sincerely,

MICHAEL D. CIRULLO, JR.
For the Firm

{00302265.1 1574-0702400}

Please reply to Fort Lauderdale Office

Fort Lauderdale Office

3099 E. Commercial Blvd., Suite 200, Fort Lauderdale, FL 33308. T 954-771-4500 | F 954-771-4923

Delray Beach Office

76 N.E. Fifth Avenue, Delray Beach, FL 33483. T 561-276-9400

www.GorenCherof.com



**GOREN CHEROF
DOODY & EZROL P.A.**
ATTORNEYS AT LAW

May 9, 2019

Via E-Mail

Mayor Robert Shorr
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470

RE: Goren, Cherof, Doody & Ezrol, P.A./Extension of Contract for Legal Services, transition of legal services

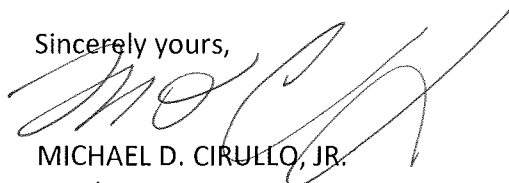
Dear Mayor Shorr:

This letter shall confirm that the Town Council has requested that the law firm of Goren Cherof Doody and Ezrol, PA, extend the contractual termination date for its Contract for Legal Services to June 23, 2019. The expectation is that the Town Council will appoint an Interim Town Attorney at its June 4, 2019, meeting, and after that date until June 23, 2019, this law firm will provide assistance in the transition of legal services.

To that end, the termination date of the Contract for Legal Services is now June 23, 2019. This letter shall also confirm that Firm's Contract for Legal Services with the Town is amended to provide that upon the appointment of the interim Town Attorney at the June 4, 2019, meeting, this Firm's services to the Town will not be as Town Attorney, but will be as special counsel for transition services through June 23, 2019.

I request that this understanding be confirmed by motion at the June 4, 2019, meeting in conjunction with the appointment of the new interim Town Attorney; then it would be appropriate for you to sign this letter to acknowledge these items.

Sincerely yours,



MICHAEL D. CIRULLO, JR.
For the Firm

CC: Jamie Titcomb
Town Manager *via e-mail*

Agreed to and accepted by:

Mayor Robert Shorr

(00302097.1 1574-0702400)

Please reply to Fort Lauderdale Office

Fort Lauderdale Office
3099 E. Commercial Blvd., Suite 200, Fort Lauderdale, FL 33308. T 954-771-4500 | F 954-771-4923

Delray Beach Office
76 N.E. Fifth Avenue, Delray Beach, FL 33483. T 561-276-9400

www.GorenCherof.com

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Councilmember Danowski

- Scholarship Contribution
- Vendor Clean-Up
- Volunteer

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Councilmember DeMarois

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Councilmember El-Ramey

- Community Recognition
- Newcomer Welcome Packets
- Open House – June 26, 2019 at 6:00 p.m.

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Councilmember Maniglia

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Mayor Shorr

- Parade Logistics (July 6)
- Town Wide Speed Limits
- Volunteer – Vetting & Sign Up