



AGREEMENT

FOR

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

BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

ASHBRITT, INC.

AGREEMENT NO. 17-204A

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

TABLE OF CONTENTS

| <u>ARTICLE</u> | <u>PAGE</u> |
|--|-------------|
| 1. Effective Date..... | 1 |
| 2. Services to be Performed by Contractor..... | 1 |
| 3. Compensation..... | 1 |
| 4. Insurance..... | 2 |
| 5. Standard of Care..... | 3 |
| 6. Indemnification..... | 3 |
| 7. Independent Contractor..... | 3 |
| 8. Authority to Practice..... | 4 |
| 9. Compliance with Laws..... | 4 |
| 10. Sub-Contracting..... | 4 |
| 11. Federal and State Taxes..... | 4 |
| 12. Availability of Funds..... | 4 |
| 13. Authority's Responsibilities..... | 4 |
| 14. Default..... | 4 |
| 15. Termination for Convenience..... | 5 |
| 16. Uncontrollable Forces..... | 5 |
| 17. Remedies..... | 5 |
| 18. Non-Discrimination..... | 5 |
| 19. Waiver..... | 6 |
| 20. Severability..... | 6 |
| 21. Entirety of Agreement..... | 6 |
| 22. Modification..... | 6 |
| 23. Successors and Assigns..... | 6 |
| 24. Contingent Fees..... | 6 |
| 25. Truth-in-Negotiation Certificate..... | 7 |
| 26. Ownership of Documents..... | 7 |
| 27. Public Records, Access and Audits..... | 7 |
| 28. Office of Inspector General..... | 8 |
| 29. Notice..... | 9 |
| 30. Contract Administration..... | 9 |
| 31. Key Personnel..... | 9 |
| 32. Small Business Enterprise (SBE)..... | 10 |
| 33. Scrutinized Companies..... | 10 |
| 34. Agreements with other Governmental Entities..... | 10 |
| 35. Third Party Beneficiary Disclaimer..... | 10 |
| 36. Confidentiality..... | 10 |
| 37. Escalation Clause..... | 10 |
| 38. Order of Agreement Activation / Location Assignment..... | 11 |
| 39. Task Order/Performance..... | 11 |
| 40. Bonds..... | 11 |
| 41. Buy America Requirements..... | 11 |
| 42. Disadvantaged Business Enterprises..... | 12 |
| 43. Certification Regarding Suspension and Debarment..... | 12 |
| 44. Access to Records and Their Retention..... | 12 |
| 45. Audit Requirements..... | 13 |

| <u>ARTICLE</u> | <u>PAGE</u> |
|--|--------------------|
| 46. National Environmental Policy Act (NEPA) | 13 |
| 47. Americans with Disabilities Act | 13 |
| 48. Compliance with Title VI, Title VII and other Federal Laws & Regulations..... | 13 |
| 49. Convict Labor Prohibition..... | 13 |
| Agreement Execution | 14 |

EXHIBITS

| | |
|---|----|
| A. Scope of Work | 15 |
| B. Fee Schedules..... | 28 |
| C. SBE Plan | 31 |
| D. Debris Zones and Potential Temporary Debris Sites Map..... | 32 |
| E. Location of Publicly Owned Debris Management Sites..... | 33 |
| F. Task Order Disaster Debris Management..... | 34 |
| G. Mobilization Schedule..... | 35 |
| H. Buy America Requirements..... | 36 |
| I. Performance & Payment Bond | 37 |

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

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 **Ashbritt, Inc.** (hereinafter referred to as CONTRACTOR), a Florida Corporation, whose Federal Employer Identification Number is 65-0364711.

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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

AshBritt, Inc.
565 East Hillsboro Blvd.
Deerfield Beach, Florida 33441

Attention: Randal Perkins, Chief Executive Officer
Office No.: 954-725-6992 Fax. No: 954-725-6991 E-Mail: randy@ashbritt.com
Copy to: Kelly Beckmann, Contracts Coordinator E-Mail: kbeckmann@ashbritt.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:

John W. Noble, Chief Operating Officer/Sr. Ops. Mgr.
Office No.: 954-725-6992 Cell No.: 954-531-4307 Email: jnoble@ashbritt.com

Rob Ray, Sr. VP/Operations Manager
Office No.: 954-725-6992 Cell No.: 954-868-9502 Email: rray@ashbritt.com

Dow Knight, Sr. VP/Logistics Manager
Office No.: 954-725-6992 Cell No.: 954-818-4416 Email: dow@ashbritt.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 Ashbritt, 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. Arthur Avella

By: Mark Hammond
Mark Hammond
Executive Director

Approved as to Form and Legal Sufficiency:

By: [Signature]
General Counsel to the Authority

ASHBRITT, INC.:

Attest:

[Signature]
Corporate Secretary

By: [Signature]
(Corporate Seal)

Witness:

1. Kelly Beckmann
2. [Signature]

Name: JOHN NOBLE
Title: C.O.O.

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

EXHIBIT A

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.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

| |
|---------------------|
| 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 | \$9.50 | \$23,750,000.00 |
| B. Construction Debris / Mixed Debris | 500,000 | CY | \$8.00 | \$4,000,000.00 |
| 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 | \$2.25 | \$6,750,000.00 |
| 3.0 Processing of debris through grinding and/or chipping. | 2,500,000 | CY | \$2.25 | \$5,625,000.00 |
| 4.0 Loading, hauling and disposing wood chips to final destination. <i>(This rate includes disposal cost)</i> | 1,000,000 | CY | \$7.95 | \$7,950,000.00 |
| 5.0 Volume reduction through air curtain incineration. | 2,500,000 | CY | \$4.00 | |
| 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 | \$3.00 | |
| B. > 20 ≤ 50 miles | 500,000 | CY | \$4.00 | |
| C. > 50 ≤ 80 miles | 500,000 | CY | \$5.00 | |
| D. > 80 ≤ 110 miles | 500,000 | CY | \$8.25 | |
| E. > 110 ≤ 200 miles | 500,000 | CY | \$6.50 | |
| AVERAGE: (Item 6.0 A-E) | | | \$5.35 | |
| AVERAGE (Item 6.0 A-E) x 500,000 CY = | | | | \$2,675,000.00 |
| TOTAL PRICE: (Items 1.0 - 4.0; 6.0) | | | | \$50,750,000.00 |

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 | \$35.00 | \$95.00 |
| Crew Foreman w/ Cell Phone and Pickup | \$34.50 | \$60.00 | \$94.50 |
| Dozer, Tracked, D5 or similar | \$105.00 | \$35.00 | \$140.00 |
| Dozer, Tracked, D6 or similar | \$115.00 | \$35.00 | \$150.00 |
| Dozer, Tracked, D7 or similar | \$135.00 | \$35.00 | \$170.00 |
| Dozer, Tracked, D8 or similar | \$155.00 | \$35.00 | \$190.00 |
| Dump Truck, 18 CY-20 CY | \$79.00 | \$33.00 | \$112.00 |
| Dump Truck, 21CY-30 CY | \$87.00 | \$33.00 | \$120.00 |
| Generator and Lighting | \$35.00 | | \$35.00 |
| Grader w/ 12' Blade | \$95.00 | \$40.00 | \$135.00 |
| Hydraulic Excavator, 1.5 CY | \$105.00 | \$35.00 | \$140.00 |
| Hydraulic Excavator, 2.5 CY | \$130.00 | \$35.00 | \$165.00 |
| Knuckleboom Loader | \$180.00 | \$55.00 | \$235.00 |
| Laborer w/ Chain Saw | \$35.00 | \$35.00 | \$70.00 |
| Laborer w/ small tools, traffic control, flag person | \$30.00 | \$30.00 | \$60.00 |
| Lowboy T trailer w/ Tractor | \$72.00 | \$33.00 | \$105.00 |
| Operations Manager w/ Cell Phone and Pickup | \$35.00 | \$90.00 | \$125.00 |
| Pickup Truck, .5 Ton | \$50.00 | \$30.00 | \$80.00 |
| Soil Compactor 81 HP+ | \$55.00 | \$30.00 | \$85.00 |
| Soil Compactor to 80 HP | \$45.00 | \$30.00 | \$75.00 |
| Soil Compactor, Towed Unit | \$56.00 | \$30.00 | \$86.00 |
| Truck, Flatbed | \$70.00 | \$30.00 | \$100.00 |
| Tub Grinder, 800 to 1,000 HP | \$430.00 | \$40.00 | \$470.00 |
| Water Truck | \$65.00 | \$30.00 | \$95.00 |
| Wheel Loader, 2.5 CY, 950 or similar | \$105.00 | \$35.00 | \$140.00 |
| Wheel Loader, 3.5-4.0 CY, 966 or similar | \$120.00 | \$35.00 | \$155.00 |
| Wheel Loader, 4.5 CY, 980 or similar | \$140.00 | \$35.00 | \$175.00 |
| Wheel Loader-Backhoe, 1.0-1.5 CY | \$105.00 | \$35.00 | \$140.00 |

FEE SCHEDULE

UNIT COST

| ITEM | HAZARDOUS STUMP REMOVAL, HAULING, AND DISPOSAL | UNIT | UNIT COST |
|--|---|-------|-----------|
| 1 | 6 inch diameter to 12 inch diameter | Stump | \$300.00 |
| 2 | 13 inch diameter to 24 inch diameter | Stump | \$350.00 |
| 3 | 25 inch diameter to 48 inch diameter | Stump | \$400.00 |
| 4 | 49 inch diameter and greater | Stump | \$500.00 |
| 5 | Stump Fill Dirt – Fill dirt for stump holes after removal | CY | \$20.00 |
| HAZARDOUS TREE REMOVAL, HAULING, AND DISPOSAL | | | |
| 6 | 6 inch diameter to 12 inch diameter | Tree | \$250.00 |
| 7 | 13 inch diameter to 24 inch diameter | Tree | \$350.00 |
| 8 | 25 inch diameter to 48 inch diameter | Tree | \$475.00 |
| 9 | 49 inch diameter and greater | Tree | \$600.00 |

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 | \$2,000.00 |

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

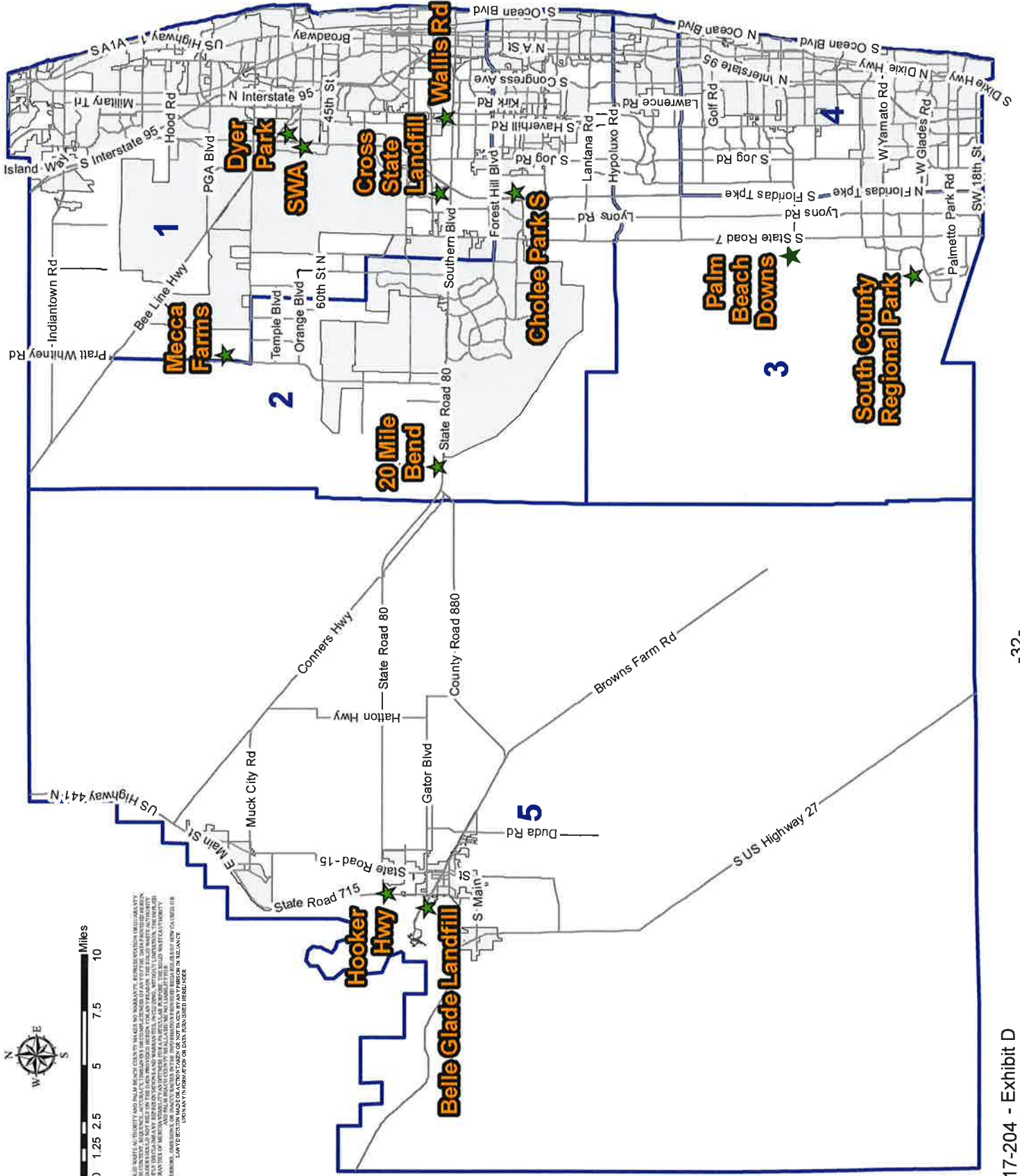
SMALL BUSINESS ENTERPRISE (SBE) PLAN

Ashbritt, 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, Ashbritt, Inc. provided a list of certified SBE sub-contractors who will be used on this Agreement.

GT Supplies, Inc
Maguire's Hauling, Inc.
Maynard Enterprises
RKC Land Development, Inc.

DEBRIS ZONES AND POTENTIAL TEMPORARY DEBRIS SITES



THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TO BE USED AS A BASIS FOR ANY DECISION. SWA AND ITS CONSULTANTS MAKE NO WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, TIMELINESS, OR QUALITY OF THE INFORMATION CONTAINED HEREIN. SWA AND ITS CONSULTANTS SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, OMISSIONS, OR MISTAKES IN ANY INFORMATION CONTAINED HEREIN. THE USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. SWA AND ITS CONSULTANTS SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS INFORMATION. SWA AND ITS CONSULTANTS SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS INFORMATION.

| |
|---|
| 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 Okeeheele 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 $\frac{3}{4}$ 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 T rail |

* 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. 17-204A for Hurricane/Disaster Debris Removal, Reduction, and Disposal dated May 8, 2017 _____ 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.: | _____ |
| Purchasing: | _____ | Budget | _____ |
| | | Project | _____ |
| | | 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. 17-204A**, 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: _____

WITNESS:

1. _____

2. _____

SURETY: _____

By: _____
Signature

Name: _____

Title: _____

Address: _____

Telephone: _____

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.