



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING (REVISED)
CITY HALL COMMISSION CHAMBER
TUESDAY, DECEMBER 19, 2023 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Reinaldo Diaz

PLEDGE OF ALLEGIANCE: led by Vice Mayor Christopher McVoy

AGENDA - Additions / Deletions / Reordering:

PRESENTATIONS: (there is no public comment on Presentation items)

- A. Presentation regarding the State of Education by Palm Beach County School Board Member Erica Whitfield
- B. Presentation by Jason Bagley Partner / Vice President of Strategic Growth for Circuit On Demand, Shared Electric Shuttles

COMMISSION LIAISON REPORTS AND COMMENTS:

CITY MANAGER'S REPORT:

CITY ATTORNEY'S REPORT:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [December 5, 2023 - Regular Meeting](#)
- B. [December 8, 2023 - pre-agenda work session](#)

CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items)

- A. [Accept & Approve Inventory Audit Report](#)
- B. [FY 2023-2034 Florida Recreational Development Assistance Program Agreement A24077 for the Bryant Park Playground Improvements Phase 1 project](#)
- C. [FY 2023-2034 Florida Recreational Development Assistance Program Agreement A24078 for the South Palm Park Playground Improvements project](#)

NEW BUSINESS:

- A. [Resolution No. 56-2023 – Consolidated Utility Revenue Bond Reauthorization](#)
- B. [Work Order with Shenandoah General Construction for South N Street Emergency Stormwater Pipe Lining. Dependent on Bond Reauthorization Resolution 56-2023 approval](#)
- C. [Disaster Debris Removal and Hauloff Emergency Agreements](#)

- D. [Disaster Debris Management and Support Services Agreements](#)
- E. [Approval of Interim City Manager Contract with Jamie Brown](#)
- F. [Resolution No. 57-2023 - Approving the 2024 Agreement with the Supervisor of Elections and establishing the City's Canvassing Board for the March 2024 Election](#)

UPCOMING MEETINGS AND WORK SESSIONS:

January 12, 2024 @ 9 AM - pre-agenda work session

January 19, 2024 @ 6 PM - regular meeting

January 23, 2024 @ 6:30 PM - District 3 Public Forum (OPEN TO ALL)

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 13-2023). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, DECEMBER 5, 2023 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:08 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:41) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Sarah Malega, Kim Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne.

INVOCATION OR MOMENT OF SILENCE: (1:02) was led by Mayor Betty Resch.

PLEDGE OF ALLEGIANCE: (1:57) was led by Commissioner Kim Stokes.

ADDITIONS/DELETIONS/REORDERING: (4:30)

Consent Agenda C, Proclamation declaring December 1, 2023 as World AIDS Day, was moved to Presentation B. Presentation A, a letter from Rep. Mike Caruso, was added to the agenda. The District 3 Public Forum listed under Upcoming Meetings for December 7 would be rescheduled.

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve the agenda as amended.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, Commissioners Malega, Stokes and Diaz. NAYS: None.

PRESENTATIONS: (there is no public comment on Presentation items)

A. (added) Eva Sazonova, District Aide to Rep. Mike Caruso, read a letter to the Commission in support of the Gulfstream Hotel (4:56)

B. (moved from Consent Agenda C) Proclamation declaring December 1, 2023 as World AIDS Day (7:13)

COMMISSION LIAISON REPORTS AND COMMENTS: (15:02)

CITY MANAGER'S REPORT: (33:39)

City Manager Davis provided the following report:

- went to the picnic at Bryant Park the previous Sunday
- attended the ground-breaking for the Education Foundation which had a huge turnout
- introduced Troy Perry, the new Assistant City Manager, and thanked him for joining the Lake Worth Beach team

CITY ATTORNEY'S REPORT: (35:14)

City Attorney Torcivia provided the following report:

- would give an update about civility and board building at a future meeting

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (38:23)

APPROVAL OF MINUTES: (1:47:56)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve the following minutes:

A. November 7, 2023 - Regular meeting

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, Commissioners Malega, Stokes and Diaz. NAYS: None.

CONSENT AGENDA: (public comment allowed during Public Participation of Non-Agendaed items) (2:29:46)

A. Resolution No. 54-2023 - Setting the ballot for the March 19, 2024 General Election

B. First Amendment to The Bohemian Parking Lease Agreement

C. (moved to Presentation A) Proclamation declaring December 1, 2023 as World AIDS Day

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve the Consent Agenda.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, Commissioners Malega, Stokes and Diaz. NAYS: None.

PUBLIC HEARINGS:

A. Resolution No. 49-2023 approving a Release of Easement located between the parcels associated with the Gulfstream Hotel Project (1:48:36)

City Attorney Torcivia did not read the resolution

RESOLUTION NO. 49-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING A RELEASE OF EASEMENT LOCATED BETWEEN THE PROPERTIES AT 1 LAKE AVENUE AND 11 LAKE AVENUE, 12 S LAKESIDE DRIVE, AND 14 S LAKESIDE DRIVE; AND PROVIDING FOR RECORDING AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to approve Resolution No. 49-2023 approving a Release of Easement located between the parcels associated with the Gulfstream Hotel Project..

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, Commissioners Malega, Stokes and Diaz. NAYS: None.

UNFINISHED BUSINESS: (1:39:34)

A. Consideration of a Proposed Plat for the Seven (7) Parcels Associated with the Gulfstream Hotel Project (1:39:36)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the proposed plat for the seven (7) parcels associated with the Gulfstream Hotel Project

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, Commissioners Malega, Stokes and Diaz. NAYS: None.

B. Establishment of a Temporary Easement for the Abandoned Alley Between the Historic Gulfstream Hotel and the Vacant Parcels to the West Associated With the Historic Gulfstream Hotel Project (2:20:16)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve a Temporary Easement for the abandoned alley between the historic Gulfstream Hotel and the vacant parcels to the west associated with the Historic Gulfstream Hotel Project.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, Commissioners Malega, Stokes and Diaz. NAYS: None.

C. Resolution No. 51-2023 – Abandoning the north 20-feet of the 9th Avenue South public right-of-way and abandoning the 10-foot alley right-of-way located between the properties at 821 South Dixie Highway and 808, 818, 824, 826 and 832 South H Street (2:20:43)

City Attorney Torcivia did not read the resolution

RESOLUTION NO. 51-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, DECLARING THE ABANDONMENT OF THE NORTH 20-FEET OF THE 9TH AVENUE SOUTH PUBLIC RIGHT-OF-WAY LOCATED BETWEEN THE PROPERTIES AT 821 S DIXIE HIGHWAY, 901 S DIXIE HIGHWAY AND 832 SOUTH H STREET AND ABANDONMENT OF THE 10-FOOT ALLEY RIGHT-OF-WAY LOCATED BETWEEN THE PROPERTIES AT 821 S DIXIE HIGHWAY AND 808, 818, 824, 826 AND 832 SOUTH H STREET; SUBJECT TO CONDITIONS; AND PROVIDING FOR RECORDING AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve Resolution No. 51-2023 – Abandoning the north 20-feet of the 9th Avenue South public right-of-way and abandoning the 10-foot alley right-of-way located between the properties at 821 South Dixie Highway and 808, 818, 824, 826 and 832 South H Street

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, Commissioners Malega, Stokes and Diaz. NAYS: None.

The meeting recessed at 8:31 PM and reconvened at 8:44 PM.

NEW BUSINESS: (2:36:13)

A. Parking enforcement solutions equipment and related services agreement with IPS Group, Inc. (2:36:27)

Action: Motion made by Commissioner Diaz and seconded by Commissioner Stokes to approve the Parking enforcement solutions equipment and related services agreement with IPS Group, Inc.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, Commissioners Malega, Stokes and Diaz. NAYS: None.

B. Resolution No. 55-2023 -- Reimbursement and Travel Expense Policy Update (2:36:42)

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve Resolution No. 55-2023 -- Reimbursement and Travel Expense Policy Update.

City Attorney Torcivia did not read the resolution

RESOLUTION NO. 55-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ADOPTING A CITY OF LAKE WORTH BEACH REIMBURSEMENT AND TRAVEL EXPENSE POLICY AND PROCEDURAL GUIDE PURSUANT TO SECTION 166.021(9), FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER TO ADMINISTRATIVELY AMEND THE PROCEDURAL GUIDE TO ADDRESS MINOR IMPLEMENTATION AND INTERPRETATION ISSUES; AND, PROVIDING FOR REPEAL OF CONFLICTS AND AN EFFECTIVE DATE

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, Commissioners Malega, Stokes and Diaz. NAYS: None.

C. Consideration of the format for the City Manager's performance discussion brought forward by Commissioner Stokes (2:45:39)

Action: Consensus that the commissioners would have one-one meetings with the City Manager who would then have a copy of the evaluations (which would then be public information), public comment would take place before the commission discussed their evaluations; the City Clerk would tabulate the results during the discussion period (each commissioner having five minutes to speak).

Action: Motion made by Commissioner Stokes and seconded by Commissioner Malega to extend the meeting until 11:00 PM.

Vote: Voice vote showed: AYES: Mayor Resch, Vice Mayor McVoy, Commissioners Malega, Stokes and Diaz. NAYS: None.

Vice Mayor McVoy recused himself and left the meeting at 9:45 PM.

D. Agreement with the Law Firm of Ward Damon (3:35:59)

The meeting recessed at 10:22 PM and reconvened at 10:29 PM.

Action: Motion made by Commissioner Malega and seconded by Mayor Resch (who passed the gavel) to approve the Agreement with the Law Firm of Ward Damon.

Action: Motion amended by Commissioner Malega to table and bring the conversation back in the future. **MOTION DIED AS MEETING ENDED WITHOUT A SECOND.**

UPCOMING MEETINGS AND WORK SESSIONS:

December 8 @ 9:00 AM – pre-agenda work session
December 11 @ 5:00 PM – special meeting – CM Performance Evaluation
December 19 @ 6 PM, regular meeting

ADJOURNMENT: (4:45:54)

The meeting adjourned automatically at 11:00 PM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

Minutes approved December 19, 2023
Item time stamps correspond to the recording on YouTube.

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION PRE-AGENDA WORK SESSION
CITY HALL COMMISSION CHAMBER
FRIDAY, DECEMBER 8, 2023 - 9:00 AM**

The meeting was called to order by Mayor Resch on the above date at 9:04 AM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach.

ROLL CALL: (0:35) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy (arrived at 9:13 AM) and Commissioners Sarah Malega and Reinaldo Diaz. Also present were City Manager Carmen Y. Davis, and City Clerk Melissa Ann Coyne. Commissioner Kim Stokes was absent.

UPDATES / FUTURE ACTION / DIRECTION:

Action: Consensus to cancel the January 2, 2024 meeting. (1:12)

Mayor Resch left the meeting at 9:32 AM; Vice Mayor McVoy took the gavel.

ADJOURNMENT: (45:34)

The meeting adjourned at 9:50 AM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

Minutes Approved: December 19, 2024

Item time stamps refer to the video available on YouTube.

STAFF REPORT REGULAR MEETING

AGENDA DATE: December 19, 2023

DEPARTMENT: Internal Audit

TITLE:

Accept & Approve Inventory Audit Report

SUMMARY:

Inventory Audit Reports are internal until approved by the City Commission.

BACKGROUND AND JUSTIFICATION:

The Internal Auditor, having previously reviewed and presented the Inventory Audit Report to each City Commissioner and the City Manager, requests that the City Commission “accept & approve” the Inventory Audit Report, thereby making the report “final” and available for public distribution. Internal Audit reports become “final” when the governing board, the City Commission, officially approves internal audit reports by vote of the City Commission.

MOTION:

Move to approve/disapprove the Inventory Audit Report.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A

STAFF REPORT REGULAR MEETING

AGENDA DATE: December 19, 2023

DEPARTMENT: Leisure Services

TITLE:

FY 2023-2034 Florida Recreational Development Assistance Program Agreement A24077 for the Bryant Park Playground Improvements Phase 1 project

SUMMARY:

The Florida Recreation Development Assistance Program (FRDAP) Agreement A24077 with the State of Florida Department of Environmental Protection sets forth the terms and conditions for the use of \$50,000 in grant funding for the Bryant Park Playground Improvements Phase 1 project. The scope of work for this project includes the replacement of the existing playground equipment with new playground equipment, including the removal of the existing equipment and preparation of the site for the new playground.

BACKGROUND AND JUSTIFICATION:

The FRDAP Agreement A24077 with the State of Florida Department of Environmental Protection sets forth the terms and conditions for the use of \$50,000 in grant funding for the initial phase of the replacement of the playground equipment in Bryant Park. The existing playground equipment has reached the end of its useful life as a result of prolonged exposure to sunlight and the surrounding saltwater environment. Support undermounts and brackets have started to fail from severe corrosion and rubber hand grips have significantly deteriorated under these harsh conditions.

The scope of work for this project includes the replacement of the existing playground equipment with new playground equipment, including the removal of the existing equipment and preparation of the site for the new playground. The time of performance for completion of the improvements is April 30, 2026 and project close-out must be completed by June 30, 2026.

The project is included in the current Capital Improvement Program. There is no local cost share required for this grant funding.

MOTION:

Move to approve/disapprove and authorize the Mayor to execute the FRDAP Agreement A24077 with the State of Florida Department of Environmental Protection.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement A24077

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	50,000	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	0	0	0	0	0
Capital	50,000	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

New Appropriation (Not Budgeted) Fiscal Impact:		
	Revenue Source	Expenditure
Department	Leisure Services	Leisure Services
Division	Recreation	Recreation
GL Description	State Grants	Transfers to Capital Project/Improve Other than Build
GL Account Number	180-0000-334.10-00	180-9010-581-91-80/301-8060-572-63-63
Project Number	SG2400	SG2400
Requested Funds	N/A	N/A
Remaining Balance	N/A	N/A

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Bryant Park Playground Improvements Phase I** Agreement Number: **A4077**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Lake Worth Beach** Entity Type: **Local Government**

Grantee Address: **7 North Dixie Highway, Lake Worth, FL 33460** FEID: **59-6000358** (Grantee)

3. Agreement Begin Date: **Upon Execution** Project Completion Date: **April 30, 2026** Date of Expiration: **June 30, 2026**

4. Project Number: **A24077** Project Location(s): **100 South Golfview Road, Lake Worth Beach, FL 33460**
(If different from Agreement Number)

Project Description: **Replacement of existing playground equipment with new playground equipment, including removal of old equipment and preparation for new equipment.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Line Item No. 1796, GAA, FY 2023-2024	\$50000
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input checked="" type="checkbox"/> Grantee Match		\$0
Total Amount of Funding + Grantee Match, if any:			\$50000

6. Department's Grant Manager Name: **April Moody** or successor
Address: **3900 Commonwealth Blvd.
MS#585
Tallahassee, FL 32399**
Phone: **850-245-2501**
Email: **april.moody@floridadep.gov**

Grantee's Grant Manager Name: **Carmen Davis, City Manager** or successor
Address: **7 North Dixie Highway
Lake Worth, Florida 33460**
Phone: **561-586-1689**
Email: **cdavis@lakeworthbeachfl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)
<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)

<input type="checkbox"/> Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

GRANTEE

Grantee Name _____

By _____ Date Signed _____
(Authorized Signature)

Print Name and Title of Person Signing _____

State of Florida Department of Environmental Protection DEPARTMENT

By _____ Date Signed _____
 Secretary or Designee

Print Name and Title of Person Signing _____

Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. **Taxes.** The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. **Rural Communities and Rural Areas of Opportunity.** If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. **State Funds Documentation.** Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

Attachment 1

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. **Inspector General.** The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. A4077**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Bryant Park Playground Improvements Phase I. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins when the final party signs the Agreement (the “effective date”) and ends on the Project Completion Date. Only authorized Pre-Agreement/Retroactive expenses may be reimbursed outside of this period.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur after approval of the final deliverable(s).
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	a. Fringe Benefits, which shall be calculated at the rate of 40% of direct salaries.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	b. Indirect Costs, which shall be calculated at the rate of 15% of direct costs.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee’s liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.
If the Grantee’s duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers’ Compensation and Employer’s Liability Coverage.
The Grantee shall provide workers’ compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department’s Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)

Project Name: Bryant Park Playground Improvements Phase I

Grantee Name: City of Lake Worth Beach

FRDAP Project # A24077 / A4077

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee’s application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a “Notice to Commence” to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms “Project Element” and “Project Task” are used interchangeably to mean an identified facility within the Project.

The Project is located at 100 South Golfview Road, Lake Worth Beach, FL33460 and is considered a “Small Project” pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.

This Project has been approved as a “Retroactive Project.” Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

This Project has not been approved as a “Retroactive Project.”

Project Completion: The Project Completion Date for this Agreement is **April 30, 2026.**

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is no match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the “Notice to Commence.” All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$ 50,000.00
Required Grantee Match Amount:	\$ 0
Total Estimated Project Cost:	\$ 50,000.00
Match Ratio: 1:0	0%

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
<p>TASK 1</p> <p>1.A. Development of Commencement Documentation Checklist (DRP-107)¹.</p> <p>1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p>	<p>DELIVERABLE 1</p> <p>The Department will issue “Notice to Commence” upon receipt and approval of:</p> <p>1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107)</p> <p>1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p> <p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p> <p>The Grantee may not proceed with development of the Project until Notice to Commence has been issued.</p>	<p>180 calendar days after Execution of Agreement²</p>	<p>Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.</p>
<p>TASK 2</p> <p>2.A. Development of Primary and Support Project Elements, which includes: Replacement of existing playground equipment with new playground equipment, including removal of old equipment and preparation for new equipment.</p> <p>2.B. Development of Completion of Documentation Checklist (DRP-111).</p> <p>2.C. Completion of Final Status Report (DRP-109).</p>	<p>DELIVERABLE 2</p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p>2.A. Development of required Project Elements.</p> <p>2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111)</p> <p>2.C. Final Status Report (DRP-109).</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant</p>	<p>Due April 30, 2026, which shall also be the Project Completion Date³</p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.</p>

Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		
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Project Task Performance Standard: The Department’s Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department’s Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

- Endnotes:**
1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
 2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
 3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)

Project Name: Bryant Park Playground Improvements Phase I

Grantee Name: City of Lake Worth Beach

FRDAP Project # A24077 / A4077

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Maximum Grant Award Amount:	\$ 50,000.00
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Total Estimated Project Cost:	\$ 50,000.00
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<p>TASK 2</p> <p>2.A. Development of Primary and Support Project Elements, which includes: Replacement of existing playground equipment with new playground equipment, including removal of old equipment and preparation for new equipment.</p> <p>2.B. Development of Completion of Documentation Checklist (DRP-111).</p> <p>2.C. Completion of Final Status Report (DRP-109).</p>	<p>DELIVERABLE 2</p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p>2.A. Development of required Project Elements.</p> <p>2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111)</p> <p>2.C. Final Status Report (DRP-109).</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant</p>	<p>Due April 30, 2026, which shall also be the Project Completion Date³</p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.</p>

Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		
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- Endnotes:**
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 2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
 3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government, or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
 - k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
 - l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
 8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
 - h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
 9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

Status Reports.

 - a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
 - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
 10. **Site Dedication.**
 - a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
 - b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



Florida Department of Environmental Protection

EXHIBIT A
Land and Water Conservation Fund Program
Florida Recreation Development Assistance Program
Project Status Report

Required Signatures: Adobe Signature

Project Name: _____ Project Number: _____
Project Sponsor: _____

A24077

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).
PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Table with 3 columns: Project Elements, Work Accomplished, % Completed. Multiple empty rows for data entry.

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

- January through April: Due May 5th
- May through August: Due September 5th
- September through December: Due January 5th

Final Status Report Date from Project Completion Certification: _____

LIAISON: _____
Signature

_____ Date



Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: Adobe Signature

Date:

Grantee

Project Name and Number

Billing Period:

Billing #:

DEP Division:

DEP Program:

Table with 3 columns: Category, Project Costs This Billing, Cumulative Project Costs. Rows include Contractual Services, Grantee Labor, Employee Benefits, Direct Purchases, Grantee Stock, Equipment, Land Value, Indirect Costs, and TOTAL PROJECT COSTS.

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1796- Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund and Florida Forever Trust Fund	2023 - 2024	37.017	Florida Recreation Development Assistance Program	\$50,000	140002
Total Award					\$50,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

¹ Subject to change by Change Order.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STAFF REPORT REGULAR MEETING

AGENDA DATE: December 19, 2023

DEPARTMENT: Leisure Services

TITLE:

FY 2023-2034 Florida Recreational Development Assistance Program Agreement A24078 for the South Palm Park Playground Improvements project

SUMMARY:

The Florida Recreation Development Assistance Program (FRDAP) Agreement A24078 with the State of Florida Department of Environmental Protection sets forth the terms and conditions for the use of \$50,000 in grant funding for the South Palm Park Playground Improvements project. The scope of work for this project includes the removal of the existing equipment, site preparation and installation of the new playground equipment.

BACKGROUND AND JUSTIFICATION:

The FRDAP Agreement A24078 with the State of Florida Department of Environmental Protection sets forth the terms and conditions for the use of \$50,000 in grant funding for the replacement of the playground equipment in South Palm Park. The existing playground equipment has reached the end of its useful life as a result of prolonged exposure to sunlight and the surrounding saltwater environment. Support undermounts and brackets have started to fail from severe corrosion and rubber hand grips have significantly deteriorated under these harsh conditions.

The scope of work for this project includes the replacement of the existing playground equipment with new playground equipment, including the removal of the existing equipment and preparation of the site for the new playground. The time of performance for completion of the improvements is April 30, 2026 and project close-out must be completed by June 30, 2026.

The project is included in the current Capital Improvement Program. There is no local cost share required for this grant funding.

MOTION:

Move to approve/disapprove and authorize the Mayor to execute the FRDAP Agreement A24078 with the State of Florida Department of Environmental Protection.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement A24078

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	50,000	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	0	0	0	0	0
Capital	50,000	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

New Appropriation (Not Budgeted) Fiscal Impact:		
	Revenue Source	Expenditure
Department	Leisure Services	Leisure Services
Division	Recreation	Recreation
GL Description	State Grants	Transfers to Capital Project/Improve Other than Build
GL Account Number	180-0000-334.10-00	180-9010-581-91-80/301-8060-572-63-63
Project Number	SG2401	
Requested Funds	N/A	N/A
Remaining Balance	N/A	N/A

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **South Palm Park Playground Improvements** Agreement Number: **A4078**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Lake Worth Beach** Entity Type: **Local Government**

Grantee Address: **7 North Dixie Highway, Lake Worth, Florida 33460** FEID: **59-6000358** (Grantee)

3. Agreement Begin Date: **Upon Execution** Project Completion Date: **April 30, 2026** Date of Expiration: **June 30, 2026**

4. Project Number: **A24078** Project Location(s): **1050 South Lakeside Drive, Lake Worth Beach, FL 33460**
(If different from Agreement Number)

Project Description: **Removal of existing playground equipment, site preparation and installation of new playground equipment.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Line Item No. 1796, GAA, FY 2023-2024	\$50000
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input checked="" type="checkbox"/> Grantee Match		\$0
Total Amount of Funding + Grantee Match, if any:			\$50000

6. Department's Grant Manager Name: **April Moody** or successor

Address: **3900 Commonwealth Blvd.
MS#585
Tallahassee, FL 32399**

Phone: **850-245-2501**

Email: **april.moody@floridadep.gov**

Grantee's Grant Manager Name: **Carmen Davis, City Manager** or successor

Address: **7 North Dixie Highway
Lake Worth, Florida 33460**

Phone: **561-586-1689**

Email: **cdavis@lakeworthbeachfl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)
<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)

<input type="checkbox"/> Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
 Secretary or Designee Date Signed

Print Name and Title of Person Signing

Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. **Payment Process.** Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. **Taxes.** The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. **Maximum Amount of Agreement.** The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. **Reimbursement for Costs.** The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. **Rural Communities and Rural Areas of Opportunity.** If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. **Invoice Detail.** All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. **State Funds Documentation.** Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

Attachment 1

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements

- a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

- b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. **Inspector General.** The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. A4078**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is South Palm Park Playground Improvements. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins when the final party signs the Agreement (the “effective date”) and ends on the Project Completion Date. Only authorized Pre-Agreement/Retroactive expenses may be reimbursed outside of this period.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur after approval of the final deliverable(s).
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	a. Fringe Benefits, which shall be calculated at the rate of 40% of direct salaries.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	b. Indirect Costs, which shall be calculated at the rate of 15% of direct costs.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee’s liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. Commercial Automobile Insurance.
If the Grantee’s duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. Workers’ Compensation and Employer’s Liability Coverage.
The Grantee shall provide workers’ compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department’s Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)

Project Name: South Palm Park Playground Improvements

Grantee Name: City of Lake Worth Beach

FRDAP Project # A24078 / A4078

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee’s application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a “Notice to Commence” to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms “Project Element” and “Project Task” are used interchangeably to mean an identified facility within the Project.

The Project is located at 71050 South Lakeside Drive, Lake Worth Beach, FL 33460 and is considered a “Small Project” pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.

This Project has been approved as a “Retroactive Project.” Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

This Project has not been approved as a “Retroactive Project.”

Project Completion: The Project Completion Date for this Agreement is **April 30, 2026.**

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is no match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the “Notice to Commence.” All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$ 50,000.00
Required Grantee Match Amount:	\$ 0
Total Estimated Project Cost:	\$ 50,000.00
Match Ratio: 1:0	0%

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
<p>TASK 1</p> <p>1.A. Development of Commencement Documentation Checklist (DRP-107)¹.</p> <p>1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p>	<p>DELIVERABLE 1</p> <p>The Department will issue “Notice to Commence” upon receipt and approval of:</p> <p>1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107)</p> <p>1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).</p> <p>Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule.</p> <p>The Grantee may not proceed with development of the Project until Notice to Commence has been issued.</p>	<p>180 calendar days after Execution of Agreement²</p>	<p>Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.</p>
<p>TASK 2</p> <p>2.A. Development of Primary and Support Project Elements, which includes: Removal of existing playground equipment, site preparation and installation of new playground equipment.</p> <p>2.B. Development of Completion of Documentation Checklist (DRP-111).</p> <p>2.C. Completion of Final Status Report (DRP-109).</p>	<p>DELIVERABLE 2</p> <p>The Grantee may request reimbursement upon Department receipt and approval of:</p> <p>2.A. Development of required Project Elements.</p> <p>2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111)</p> <p>2.C. Final Status Report (DRP-109).</p> <p>The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant</p>	<p>Due April 30, 2026, which shall also be the Project Completion Date³</p>	<p>No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee’s failure to perform.</p>

Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		
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Project Task Performance Standard: The Department’s Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department’s Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government, or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Act Line Item 1796- Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund and Florida Forever Trust Fund	2023 - 2024	37.017	Florida Recreation Development Assistance Program	\$50,000	140002
Total Award					\$50,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

¹ Subject to change by Change Order.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
 - k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
 - l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
 8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
 - h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
 9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:

Status Reports.

 - a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
 - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
 10. **Site Dedication.**
 - a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
 - b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



Florida Department of Environmental Protection

EXHIBIT A
Land and Water Conservation Fund Program
Florida Recreation Development Assistance Program
Project Status Report

Required Signatures: Adobe Signature

A24078

Project Name: Project Number:

Project Sponsor:

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Table with 3 columns: Project Elements, Work Accomplished, % Completed. Multiple empty rows for data entry.

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

- January through April: Due May 5th
- May through August: Due September 5th
- September through December: Due January 5th

Final Status Report Date from Project Completion Certification: _____

LIAISON: _____
Signature

Date



Florida Department of Environmental Protection

**EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

Required Signatures: **Adobe Signature**

Date: _____

Grantee _____

Project Name and Number _____

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$0	\$0

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date

STAFF REPORT REGULAR MEETING

AGENDA DATE: December 19, 2023

DEPARTMENT: Water Utilities

TITLE:

Resolution No. 56-2023 – Consolidated Utility Revenue Bond Reauthorization

SUMMARY:

The 2020 Consolidated Utility Revenue Bond Reauthorization resolution serves to re-authorize monies within the stormwater projects identified as part of the Bond obtained in 2020.

BACKGROUND AND JUSTIFICATION:

The City obtained Consolidated Utility Revenue Bonds Series 2020A in June 2020. The Bond amounts for water utilities were based on capital improvement projects for Fiscal Years 2020 and 2021. The reverse osmosis membranes that are an integral part of the treatment process have reached the end of their useful life and are no longer producing water as efficiently and making the plant run under higher pressure, causing higher power usage and electric bills. The typical life of a membrane element is about 10 years, while these are now 12 years old. There are three trains of two hundred and fifty-two membranes each. The City proposes to replace all three trains now. Globaltech, Inc. will remove and replace all three trains of membranes. Per the advice of the bond counsel, City staff has prepared a resolution to reallocate and reauthorize bond funds from like projects to like projects within the water fund.

MOTION:

Move to approve/disapprove Resolution No. 56-2023, Consolidated Utility Revenue Bond Reauthorization

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution No. 56-2023

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	0	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact <i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

<i>Water Fund 422/Local Sewer 423</i>	Budget Amount:	Already Spent:	FROM:NR2001 & NR2002	TO: Project # TBD: Water/ST2403-Storm	TOTAL:
NR2001	\$1,834,160.00	(\$1,678,435.00)	\$155,725.00	(\$155,725.00)	\$155,725.00
NR2002	\$1,060,700.00	(\$665,002.00)	\$395,698.00	(\$395,698.00)	\$395,698.00
LS2002	\$700,000.00	(\$222,262.47)	\$454,773.00	(\$454,773.00)	\$454,773.00
Total:	\$3,594,860.00	(\$2,565,699.47)	\$1,006,196.00	(\$1,006,193.00)	\$1,006,193.00

RESOLUTION NO. 56-2023, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING A BUDGET AMENDMENT TO REALLOCATE 2020 NON-AD VALOREM REVENUE BOND FUNDING AND CONSOLIDATED UTILITY REVENUE BOND FUNDING AMONG BOND FUNDED PROJECTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth Beach, Florida (the "City") previously issued Consolidated Utility Revenue Bonds, Series 2020A and Taxable Series 2020B in June 2020 and Consolidated Utility Revenue Bonds for the financing, refinancing the acquisition, construction and equipping of capital improvements to the City;

WHEREAS, the City finds it is necessary and essential to reauthorize the budgeted project costs amongst the project list as shown in Exhibit A; and

WHEREAS, any future reallocation of funds necessary between projects within the same fund may be completed for an amount up to 20% of either projects budget; and

WHEREAS, adoption of this FY 2024 Budget amendment set forth herein serves a valid public purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF LAKE WORTH BEACH, FLORIDA, that:

SECTION 1: The above recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated into this resolution.

SECTION 2: As hereinafter stated in this resolution, the term "fiscal year" shall mean the period of time beginning October 1, 2023 and ending and including September 30, 2024.

SECTION 3: The funds and available resources and revenues that are set out and attached as Exhibit "A" and incorporated herein by reference, be, and the same hereby are, reallocated and appropriated to provide monies to be used to pay the necessary capital project expenses of the respective funds and departments of the City for the fiscal year.

SECTION 4: The sums, which are set out in Exhibit "A" and herein incorporated by reference, listed as capital expenses of the respective funds and departments of the City, be, and the same hereby are, reallocated and appropriated and shall be paid out of the Consolidated Utility Revenue Bonds, Series 2020A and Taxable Series 2020B acquired in June 2020.

SECTION 5: The revenues and expenses for which appropriations are hereby made, all set forth above, shall be as set out in the Amended City of Lake Worth Beach Capital Budget for the fiscal year as attached in Exhibit "A".

SECTION 6: The sums set out in Exhibit "A" are hereinbefore incorporated by reference and based upon departmental estimates prepared by the City Manager and the Finance Director, shall be, and the same hereby are, fixed and adopted as the amended budget for the enterprises for the fiscal year.

SECTION 7: Except as amended in Exhibit "A" hereto, the remainder of the FY 2024 Annual Capital Budget for the fiscal year remains in full force and effect.

SECTION 8: This resolution shall become effective upon adoption.

The passage of this resolution was moved by Commissioner _____, seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

- Mayor Betty Resch
- Vice Mayor Christopher McVoy
- Commissioner Sarah Malega
- Commissioner Reinaldo Diaz
- Commissioner Kim Stokes

The Mayor thereupon declared this resolution duly passed and adopted on the _____ day of _____, 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk

Exhibit A

<i>Water Fund 422/Loca / Sewer 423</i>	Budget Amount:	Already Spent:	FROM:NR2001 & NR2002	TO: Project # TBD:	TOTAL:
NR2001	\$ 1,834,160.00	\$ (1,678,435.00)	\$ 155,725.00	\$ (155,725.00)	\$ 155,725.00
NR2022	\$ 1,060,700.00	\$ (665,002.00)	\$ 395,698.00	\$ (395,698.00)	\$ 395,698.00
LS2002	\$ 700,000.00	\$ (222,262.47)	\$ 454,773.00	\$ (454,773.00)	\$ 454,773.00
Total:	\$ 3,594,860.00	\$ (2,565,699.47)	\$ 1,006,196.00	\$ (1,006,196.00)	\$ 1,006,196.00

STAFF REPORT REGULAR MEETING

AGENDA DATE: December 19, 2023

DEPARTMENT: Water Utilities

TITLE:

Work Order with Shenandoah General Construction for South N Street Emergency Stormwater Pipe Lining. Dependent on Bond Reauthorization Resolution 56-2023 approval.

SUMMARY:

The proposed Work Order will authorize Shenandoah General Construction to construct Cast-in-Place-Pipe (CIPP) lining of approximately 438 linear feet of 36-inch stormwater main along N Street from 8th Avenue South to 9th Avenue South as an emergency repair.

BACKGROUND AND JUSTIFICATION:

A recent sinkhole that formed on N Street between 8th Avenue South and 9th Avenue South prompted the City's inspection of the 36-inch concrete stormwater main that runs under the road. The inspection revealed that the pipe has several structural defects. Due to the current condition of the pipe, sand can be pulled into the pipe during each rain event, destabilizing the road above it and posing the risk of a full collapse. We have obtained a proposal from Shenandoah General Construction to line the stormwater main using CIPP. By lining the pipe, a contiguous surface will be created across pipe joints and cracks, preventing the inflow of sand and providing structural support to extend the service life of the pipe. The cost for Shenandoah to complete the work is quoted in the proposal at \$87,777.36. The pricing is based on the City's piggyback of Shenandoah's agreement with Broward College for Storm Drain Cleaning, Repairs, and Maintenance (RFP-2018-167-EH).

MOTION:

Move to approve/disapprove Work Order with Shenandoah General Construction, LLC, for CIPP lining of approximately 438 linear feet of 36-inch stormwater main with a cost not exceed \$87,777.36.

ATTACHMENT(S):

Fiscal Impact Analysis
Partially Executed Work Order

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	0	0	0	0	0
Capital	\$87,777.36	0	0	0	0
Net Fiscal Impact					
<i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time					
Employee Positions	0	0	0	0	0

New Appropriation (Not Budgeted) Fiscal Impact:		
	Revenue Source	Expenditure
Department	Water Utilities	Water Utilities
Division	Stormwater	Stormwater
GL Description	Improve Other than Build / Infrastructure	Improve Other than Build / Infrastructure
GL Account Number	428-5090-538-63.15	428-5090-538-63.15
Project Number	LS2002	ST2403
Requested Funds	\$87,777.36	\$87,777.36
Remaining Balance	\$477,737.53	\$366,995.64* Bond Reauthorization approval from Resolution 56-2023

**AGREEMENT FOR STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE
WORK ORDER NO. ____**

THIS WORK ORDER ("Work Order" hereafter) is made on the ____ day of ____ 2023, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City" hereafter) and **Shenandoah General Construction, LLC**, a Florida limited liability company ("Contractor" hereafter), whose local business address is located at 1888 N.W. 22nd Street, Pompano Beach, FL 33069.

1. Project Description. The City desires the Contractor to provide all goods, services, materials and equipment as identified herein related to the project generally described as:

1. Cast-in-Place-Pipe (CIPP) lining of approximately 438 linear feet of 36-inch stormwater main along N Street from 8th Ave South to 9th Ave South (the "Project").

2. Scope. Under this Work Order, the Contractor will provide the City of Lake Worth Beach with construction services for the Project as specified in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "1"**.

3. Schedule and Liquidated Damages. Substantial completion of all services and work under this Work Order shall be within **90 calendar days** from the Effective Date of this Work Order. Final completion of all services and work (and all punch-list items (if any)) under this Work Order shall be within **120 calendar days** from the Effective Date of this Work Order. The Effective Date of this Work Order is the date following the parties' execution of this Work Order and the City's delivery of a Notice to Proceed to the Contractor via e-mail, facsimile or other form of delivery as documented by the City. Substantial completion occurs when the services and work has progressed to the point where, in the opinion of the City, the work is sufficiently complete in accordance with the Contract Documents and this Work Order, so that the Project can be utilized for the purposes for which it is intended. Final completion occurs when all services and work (including punch-list items) has been completed and the project becomes fully operational and accepted by the City.

Liquidated Damages. The City and Contractor recognize that time is of the essence under this Work Order and the Contract Documents, and that the City will suffer financial loss if the services and work described in this Work Order and the Contract Documents are not completed within the times specified in this Work Order. The City and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the City would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services and work within the time specified. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City Five Hundred dollars (\$500.00) for each day that expires after the time specified in this Work Order.

4. Compensation and Direct Purchases. This Work Order is issued for a lump sum, not to exceed amount of **\$87,777.36**. The attached proposal identifies all costs and expenses included in the unit price, not to exceed amount.

The following Direct Purchases are to be made under this Work Order by the City: N/A.

5. Project Manager. The Project Manager for the Contractor is Lenny Jalarski, phone: 954-868-6067; email: lennyj@shenandoahconstruction.com; and, the Project Manager for the City is Vaughn Hayduk, phone: 561-586-1798; email: vhayduk@lakeworthbeachfl.gov.

6. Progress Meetings. The Contractor shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

7. Contractor's Representations. In order to induce the City to enter into this Work Order, the Contractor makes the following representations:

7.1 Contractor has familiarized itself with the nature and extent of the project including this Work Order, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

8. Warranty. The Contractor warrants and guarantees to the City that all services and work provided under this Work Order will be in accordance with this Work Order. The Contractor warrants that (a) all materials and parts supplied under this Work Order shall be free from defects for one (1) year from the final completion of all work (unless a longer manufacturer warranty applies); (b) all services and work performed under this Work Order will be free from defects for one (1) year from the final completion of all work and the project shall be fully operational without unreasonable downtime or failures; and (c) that the services and work will conform to the requirements of the Work Order. If, at any time prior to the expiration of the one (1) year warranty period, the City discovers any failure or breach of the Contractor's warranties or the Contractor discovers any failure or breach of the Contractor's warranties, the Contractor will, upon written notice from City or of its own accord, at the Contractor's sole cost and expense, promptly correct such failure or breach (which corrective action must include, without limitation, any necessary removal, disassembly, reinstallation, repair, replacement, reassembly, retesting, and/or re-inspection of any part or portion of the work and any other property damaged or affected by such failure, breach, or corrective action). The Contractor will remedy any such failure or breach so, to the extent possible, to avoid unnecessary disruptions to the operations of City or its systems. In the event the Contractor fails to initiate and diligently pursue corrective action within five (5) days of the Contractor's receipt of the City's notice or the Contractor's discovery of the same, the City may undertake such corrective action at the Contractor's expense.

9. Authorization. This Work Order is issued pursuant to the Third Amendment to Agreement for Storm Drain Cleaning, Repairs and Maintenance between the City of Lake Worth Beach and the Contractor, dated October 28, 2023 ("Contract" hereafter). If there are any conflicts between the terms and conditions of this Work Order and the Contract, the terms and conditions of the Contract shall prevail.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Work Order _____ on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Yannick Ngendahayo, Financial Services Director

**SHENANDOAH GENERAL CONSTRUCTION
COMPANY**

By: _____
Name: Anthony Guglielmi
Title: President

[Corporate Seal]

STATE OF Florida
COUNTY OF Dade

The foregoing instrument was acknowledged before me this 4th day of Dec, 2023, by Anthony Guglielmi, as President of Shenandoah General Construction, LLC, a Florida limited liability company, and who is personally known to me or who has produced the following _____ as identification.

Notary Seal:



Samantha Northcutt
Comm. # GG937798
Expires: Jan. 5, 2024
Bonded Thru Aaron Notary

Notary Public Signature

EXHIBIT 1

CONTRACTOR'S PROPOSAL

1888 NW 22nd Street
(772) 202-3260



SHENANDOAH

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069
shenandoahus.com

DATE: October 23, 2023

PROPOSAL #P26326

SUBMITTED TO: Lake Worth Public Works, City of

STREET: 1749 3rd st

CITY, STATE & ZIP: Lake Worth, FL 33460

PHONE: (561)586-1720

FAX: (561) 586-1690

EMAIL: jlove@lakeworthbeachfl.gov

JOB NAME: CIPP SN Street & 8th Ave.

ATTENTION: Judy Love

We propose to furnish a crew and all necessary equipment to CIPP line 36" RCP MH 1 to MH 2, MH 2 to MH 3, at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

125 Mobilization	(at \$300.00 Each)	1 Each	\$300.00
61 Medium Cleaning and Sediment Removal 36"	(at \$2.50 Per L.F.)	438 L.F.	\$1,095.00
1 Storm Drain Video Inspection 0-48"	(at \$6.00 Per L.F.)	438 L.F.	\$2,628.00
29 CIPP 36" Pipe	(at \$191.22 Per L.F.)	438 L.F.	\$83,754.36

Estimated Total:

\$87,777.36

The pricing on this proposal is based off of a piggyback of Shenandoah Construction's Broward College Storm Drain Cleaning, Repairs, and Maintenance RFP-2018-167-EH

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade, post lining. This condition is not covered under warrantee.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.
(If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.
Louis Voska

TITLE
Estimator

DATE
10/23/2023

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE:

COMPANY NAME: City of Lake Worth Beach
REPRESENTATIVE: Vaughn Hayduk

DATE: 11/28/23
TITLE: Assistant Director of Water Utilities

STAFF REPORT REGULAR MEETING

AGENDA DATE: December 19, 2023

DEPARTMENT: City Wide

TITLE:

Disaster Debris Removal and Hauloff Emergency Agreements

SUMMARY:

The Agreements with Aftermath Disaster Recovery, Inc., CTC Disaster Response, Inc., TFR Enterprise, Inc. and Cares Environmental Services, Inc. authorize each firm to assist the City with Disaster Debris Removal and Hauloff Emergency Services.

BACKGROUND AND JUSTIFICATION:

In the event of a disaster that would affect the City of Lake Worth Beach, emergency standby contractors are necessary for the removal and cleanup of both vegetative and man-made debris in the City's rights of way. The Contractors must be capable of assembling, directing, and managing the debris removal and haul off services and provide a work force that can start operations within 48 hours after the notification of an emergency. The City issued solicitation IFB#23-123 for the Disaster Debris Removal and Emergency Hauloff Services and received a total of 7 responses. Bids submitted by Aftermath Disaster Recovery, Inc., CTC Disaster Response, Inc., TFR Enterprise, Inc. and Cares Environmental Services, Inc. were found to be responsive and responsible bidders and are being recommended for an award. 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. If activation is required, the City intends to activate multiple contractors on an as-needed basis by the Purchase Orders or Work Orders issued in accordance with the City's Procurement Code and Policies. It is the intention of the City to enter into the long-term agreements with all 4 contractors for the services for three (3) consecutive years with the possibility of two (2) one (1) year extensions dependent on the City's requirements.

MOTION:

Move to approve/disapprove the Agreements with Aftermath Disaster Recovery, Inc., CTC Disaster Response, Inc., TFR Enterprise, Inc. and Cares Environmental Services, Inc. for Disaster Debris Removal and Hauloff Emergency Services

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Aftermath Disaster Recovery, Inc. Agreement
CTC Disaster Response, Inc. Agreement
TFR Enterprise, Inc. Agreement
Cares Environmental Services, Inc. Agreement
Bid Tab

CONTRACTOR AGREEMENT
(Disaster Debris Removal and Haul-Off Emergency Services)

THIS CONTRACTOR AGREEMENT (“Agreement” hereinafter) is made this _____, between the **City of Lake Worth Beach**, Florida, a municipal corporation, hereinafter the “CITY”, with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Aftermath Disaster Recovery, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter the “CONTRACTOR”, with its office located at 1826 Honeysuckle Lane, Prosper, TX 75078.

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the CITY’s Charter and the Constitution of the State of Florida;

WHEREAS, the CITY issued Invitation for Bids # 23-123 for Disaster Debris Removal and Haul-Off Emergency Services (hereinafter “IFB”); and

WHEREAS, CONTRACTOR submitted a bid to perform the services described and set out in the IFB’s Scope of Services, which Scope of Services is attached hereto and incorporated herein by reference as **Exhibit “A”**; and

WHEREAS, the CITY desires to accept the CONTRACTOR’s bid for the CONTRACTOR to render the required services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, this Agreement has been identified as providing essential services which is anticipated to be needed by the CITY in the event of a hurricane or other disaster in order to provide the services for the benefit of the public health, safety and welfare; and

WHEREAS, CONTRACTOR acknowledges and agrees that in such event, the CITY may apply to the State of Florida or the federal government for funds which will be used to pay CONTRACTOR or reimburse the CITY for payments made to CONTRACTOR and that the federal government will only consider reimbursing for contracts which contain the requisite FEMA provisions; and

WHEREAS, CONTRACTOR acknowledges and agrees that any services performed under this Agreement and pursuant to the IFB will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives; and

WHEREAS, CONTRACTOR acknowledges and agrees to the terms set forth in IFB and **Exhibit “B”**, which are the provisions required to be included in contracts funded by federal grants, including FEMA Public Assistance (see 2 C.F.R. § 200.326 and applicable FEMA guidance); and

WHEREAS, the CITY finds making the non-exclusive award of the IFB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

The initial term of this non-exclusive Agreement shall be from the date of execution by the CITY for an initial term of three (3) years with two (2) additional one (1) year renewal options unless earlier terminated in accordance with the terms of this Agreement. The CONTRACTOR's rates shall remain firm for the first three (3) years of the Agreement subject to terms and conditions to be negotiated on requests for consideration of a price adjustment after the initial term.

2. SCOPE OF WORK

2.1 The scope of work includes the removal and lawful disposal of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property and public rights-of-ways immediately after a hurricane or other disaster. The CONTRACTOR understands that the CITY is entering this Agreement is to secure the services of an experienced contractor who 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. The CONTRACTOR must be capable of assembling, directing, and managing a work force that can complete the debris management operations in ninety (90) days or less.

- a. The CONTRACTOR shall have a phone number at which they can be immediately contacted twenty-four hours a day.
- b. The CONTRACTOR shall work with designated CITY employees to develop schedules for the respective locations. The services shall be scheduled such that it does not disrupt CITY functions and normal day-to-day operations of the CITY.
- c. Project Manager - The CONTRACTOR shall provide a project manager who shall be responsible for the overall management and coordination of this Agreement and who shall act as the central point of contact with the CITY.
- d. On-Site Supervisor - The CONTRACTOR shall provide supervisory personnel essential to accomplish all work required. On-site supervisor must be trained and possess the necessary competency to make sufficient daily inspections to ensure that work has been and is being performed as required under this contract.
- e. Conduct - The CITY has the sole right to request removal of any contracted employee for reasonable cause. The CONTRACTOR's supervisor shall be responsible for the conduct and performance of the CONTRACTOR's employees.
- f. Purchase order(s) - This non-exclusive agreement does not guarantee that they CITY will utilize the CONTRACTOR in any capacity or for any services identified herein. When the CITY identifies a need for the CONTRACTOR's services, the CONTRACTOR will be activated via purchase order only in the face of an emergency or immediately after an emergency. Any job requirements or rates not covered by a Purchase Order will be separately negotiated and approved via separate Change Order.

- g. Subcontractors - If subcontractor (s) are to be utilized for services, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women business enterprise and labor surplus area firms are solicited and used when possible. The CONTRACTOR shall provide a written proposal from the subcontractor(s) and attach the same with to the CONTRACTOR's proposal submitted to the CITY.

2.2 The CITY intends to activate the CONTRACTOR's services on an as-needed basis solely determined by the CITY. Depending on the nature of the storm and circumstances, the CITY may activate more than one (1) contractor. The CITY 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.

2.3 The CONTRACTOR represents that it is experienced and proficient in all phases of providing disaster debris removal, Haul-Off Emergency and related services to the CITY in an event of a natural disaster or other emergency related crises.

2.4 The CONTRACTOR represents to the CITY that the Scope of Work provided under this Agreement and IFB shall be in accordance with accepted and established trade practices, standards and procedures recognized in the CONTRACTOR's trade in general and that the supplied services shall conform to the highest standards and in accordance with this Agreement.

2.5 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.6 The scope of work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.7 The scope of work shall be completed in accordance with the terms and conditions set forth in the IFB and this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the scope of work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the scope of work 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 scope of work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the scope of work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. FEE AND ORDERING MECHANISM

4.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to compensation at the amount set forth in CONTRACTOR's rate attached hereto as **Exhibit "C"**. After the first three (3) years of this Agreement, if due to applicable price escalations and/or reductions which impact the CONTRACTOR's rate, the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish a new rate for the renewal term(s). The City Manager may approve renewals of this Agreement and rate increases deemed reasonable by the CITY.

4.2 Should the CITY require additional goods or services, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code prior to any such additional goods or services being provided by the CONTRACTOR.

4.3 The CITY's ordering mechanism for the scope of work performed under this Agreement will be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. The CITY's Fiscal Year ends on September 30th of each calendar year and the CITY cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order for required and approved goods and/or services.

4.4 This Agreement does not guarantee that the CITY will utilize the CONTRACTOR in any capacity or for any services hereunder. When the CITY identifies a need for the CONTRACTOR's services, the CITY will issue the CONTRACTOR with a Purchase Order specifying the work required. The CONTRACTOR shall commence the identified services upon the CITY's approval of the Purchase Order for the services and issuance of a notice to proceed.

5. MAXIMUM COSTS

5.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the scope of work in accordance with the IFB and this Agreement is not to exceed **the amount(s) set forth in the approved Purchase Order issued to the CONTRACTOR annually or on case by case basis**, and no additional costs shall be authorized without prior written approval from the CITY. The annual Not To Exceed amount which may be approved by the CITY Manager or designee via a CITY Purchase Order under this Agreement is **\$250,000.00** (Two Hundred Fifty Thousand Dollars).

6. INVOICE & PAYMENT

6.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

6.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

7. AUDIT BY CITY

7.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

8. COPIES OF DATA/DOCUMENTS

8.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

9. OWNERSHIP

9.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

10. WRITTEN AUTHORIZATION REQUIRED

10.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or goods. Additional services or goods provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

11. DEFAULTS, TERMINATION OF AGREEMENT

11.1 If the CONTRACTOR fails to timely perform the scope of work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

11.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12. INSURANCE

12.1. Prior to commencing the scope of work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributory basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

12.2. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

12.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$5,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. Coverage shall include passenger liability.

12.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

13. WAIVER OF BREACH

13.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

14. INDEMNITY

14.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

14.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

14.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

14.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

14.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

15. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

15.1 This Agreement consists of the terms and conditions provided herein; the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein); the scope of services attached as Exhibit "A"; all applicable federal grant requirements attached as Exhibit "B"; and, the CONTRACTOR's rate attached as Exhibit "C". To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement along with Exhibit "B" shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein) and the scope of services attached as Exhibit "A" next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

15.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

16. ASSIGNMENT

16.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

17. SUCCESSORS AND ASSIGNS

17.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

18. WAIVER OF TRIAL BY JURY

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

19. GOVERNING LAW AND REMEDIES

19.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

19.2 No remedy herein 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.

20. TIME IS OF THE ESSENCE

20.1 Time is of the essence in the completion of the scope of work as specified herein.

21. NOTICES

21.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City of Lake Worth Beach
Attn: City Manager
7 North Dixie Highway
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Aftermath Disaster Recovery, Inc.
Attn: Adam Gonzalez, Director of Business Operations
1826 Honeysuckle Lane
Prosper, TX 75078

22. SEVERABILITY

22.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

23. DELAYS AND FORCES OF NATURE

23.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arise out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

23.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

24. COUNTERPARTS

24.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed with electronic signatures.

25. LIMITATIONS OF LIABILITY

25.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

26. PUBLIC ENTITY CRIMES

26.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

27. RECITALS AND PREPARATION

27.1 The Recitals set out at the beginning of this Agreement are incorporated as true and correct statements of the CITY and CONTRACTOR.

27.2 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

28. PALM BEACH COUNTY INSPECTOR GENERAL

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

29. ENFORCEMENT COSTS

29.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

30. PUBLIC RECORDS

30.1 CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

31. COPYRIGHTS AND/OR PATENT RIGHTS

31.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

32. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

32.1 CONTRACTOR certifies that all material, equipment, etc., contained in this proposal meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

33. FEDERAL AND STATE TAX

33.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONTRACTOR be authorized to use the CITY's tax Exemption Number in securing such materials.

34. PROTECTION OF PROPERTY

34.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

35. DAMAGE TO PERSONS OR PROPERTY

35.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and the CONTRACTOR shall save the CITY harmless from all claims made on account of such damages.

36. WARRANTY

36.1 CONTRACTOR warrants and guarantees to the CITY that the Scope of Work provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all goods and parts supplied under the Scope of Work and this Agreement shall be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR guarantees that all services and labor performed under the Scope of Work and this Agreement will be free from defects for a minimum of one (1) year from the final completion of the Scope of Work.

CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under the Scope of Work. CONTRACTOR agrees to pay for all transportation and handling costs of returning the boilers, if required, for repair or replacement. If a boiler(s) must be returned, CONTRACTOR, shall provide a replacement boiler(s) for the duration.

37. E-VERIFY

Pursuant to Section 448.095(2), the CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

38. SCRUTINIZED COMPANIES

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

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

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

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

38.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the City of the same.

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

39. SURVIVABILITY

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

40. WORK FOR HIRE

40.1 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the CONTRACTOR or its subcontractors under this Agreement shall be considered a "Work for Hire" and the exclusive property of the CITY. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, CONTRACTOR and CONTRACTOR's Subcontractors will assign to the CITY all right, title and interest in and to CONTRACTOR and/or CONTRACTOR's Subcontractors' copyright(s) for such Documents. CONTRACTOR shall execute and deliver to CITY such instruments of transfer and take such other action that CITY may reasonable request, including, without limitation, executing and filing, at CITY's expense, copyright applications, assignments and other documents required for the protection of CITY's right to such Documents. The CONTRACTOR shall retain copies of the Documents for a period of three (3) years from the date of completion of the scope of services. The CITY grants to the CONTRACTOR and CONTRACTOR's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the CONTRACTOR or the CONTRACTOR's Subcontractors in future projects of the CONTRACTOR or CONTRACTOR's Subcontractors with said right and/or limited license to use a portion at CONTRACTOR's or CONTRACTOR's Subcontractor's own risk and without any liability to CITY. Any modifications made by the CITY to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the CONTRACTOR will be at the CITY's sole risk and without liability to the CONTRACTOR.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Contractor Agreement (Disaster Debris Removal and Haul-Off Emergency Services) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: AFTERMATH DISASTER RECOVERY, INC.

By: _____
Adam Gonzalez, Dir. of Business Operations

[Corporate Seal]

STATE Virginia)
COUNTY Fairfax)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 03 day of NOVEMBER, 2023, by **Aftermath Disaster Recovery, Inc.**, a Texas Corporation, authorized to do business in the State of Florida, who is personally known to me or who has produced DL-669697784 as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Contractor to the same.

Jacob Spiewak
Notary Public Signature

Notary Seal:

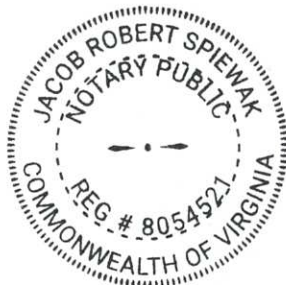


Exhibit "A"
IFB Scope of Services

The objective of this Agreement is to secure the services of an experienced CONTRACTOR who 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. The CONTRACTOR must be capable of assembling, directing, and managing a work force that can complete the debris management operations in ninety (90) days or less.

This is an acknowledgement that FEMA financial assistance may be used to fund the resulting contract. The CONTRACTOR shall perform all work in compliance with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives in order to maximize recovery of reimbursable expenses. This shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished. This includes compliance with any disaster monitoring services the CITY may have under contract.

The CONTRACTOR may be required, at the CITY's discretion, to be under the direction of an agent of the CITY.

While intended to cover debris management needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to the City of Lake Worth Beach. 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.

If activation is required, the CITY intends to activate contracts on an as-needed basis as solely determined by the CITY. The CITY intends to activate the CONTRACTORS in the order of final ranking as best meets the needs of the CITY. The CITY 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.

The CITY does not envision the need for multiple contracts to carry out the debris removal and disposal work throughout the City. 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 CITY payment and between subsequent payments, as well as the capacity to provide the necessary 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.

This will be a contingency contract that will be activated via purchase order only in the face of an emergency or immediately after an emergency. As such, no compensation will accrue to the CONTRACTOR unless and until a purchase order is issued either in anticipation of a natural disaster or immediately after such disaster. Each purchase order will contain a price ceiling (not-to-exceed amount) that the CONTRACTOR exceeds at its own risk.

The CITY does not guarantee a CONTRACTOR will be activated under this contract.

The CITY'S goal is to complete the debris removal and disposal process post-event in ninety (90) days. This assumes that the entire area of the city 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 city simultaneously immediately after a storm.

CONTRACTOR shall be immediately available and committed to assisting the CITY in the aftermath of an emergency or major disaster. 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 contract and specific purchase order. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. Notwithstanding, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

When a major disaster or emergency occurs or is imminent, the CITY intends to contact the CONTRACTOR awarded Debris Removal and Disposal contracts to advise them of the CITY's intent to activate the Contracts via purchase order. Debris removal will generally be limited to debris in, upon, or brought to City residential private and public streets and roads, rights-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 CITY). The CONTRACTOR will be responsible for determining the method and manner of debris removal and lawful disposal operations, consistent with the CITY's Debris Management Plan. Disposal of debris will be at CITY 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.

When a major disaster or emergency occurs or is imminent, the CITY 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 CITY. Subsequently, the CITY will issue the first Purchase Order which will authorize the CONTRACTOR to send an Operations Manager to the CITY within 24 hours of receiving such Purchase Order to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the stipulated work. The CONTRACTOR should anticipate receiving this first Purchase Order 24 to 72 hours before projected landfall of a hurricane. Depending on the nature of the storm and circumstances, the CITY may activate more than one (1) CONTRACTOR. CONTRACTOR will generally be activated in order of final ranking.

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 CITY will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.

The CITY 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.

The CONTRACTOR will operate the Temporary Debris Sites and only CONTRACTOR vehicles and others specifically authorized by the CITY 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.

Putrescible residential garbage will be collected by CITY or its franchise waste haulers and is not to be collected or transported by CONTRACTOR forces.

Scope of Services/Overview

This section is divided into three (3) subsections:

- I. Debris Removal and Disposal Operations from residential public and private streets, roads and rights-of-way and delivered to a Temporary Debris Site.
- II. 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 CITY Emergency Management Coordinator.
- III. Processing, Loading and Hauling Material from Temporary Debris Site to final destination.

Specific work authorizations by the CITY will be through written Purchase Orders. Purchase 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 a Purchase Order will be separately negotiated and approved via separate Purchase Order. The CITY reserves the right to extend operations on a weekly basis. Performance will be by the metrics established in the Purchase Order(s). After 1/3 and again after 2/3 of the stipulated number of days of work in the Purchase Order have elapsed, the CONTRACTOR(s) shall provide written progress report to the CITY for review and acceptance. The CITY shall have the right to correct for CONTRACTOR's default or underperformance by any means it deems in its best interest.

The CONTRACTOR shall commence mobilization immediately upon receipt of the mobilization Purchase 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 CITY may issue additional Purchase Orders to define more precisely the work to be accomplished or to authorize additional work. The CONTRACTOR shall perform in accordance with each Purchase Order in all designated Collection Service Areas established by the CITY. Each Purchase Order will be uniquely numbered.

The CONTRACTOR is authorized to collect debris during daylight hours, seven (7) days per week. Any deviations from this schedule will require CITY approval. The CONTRACTOR shall not remove debris from private property without express pre-approval provided by the CITY.

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 CITY Emergency Management Coordinator prior to issuance of the first Purchase Order.

The quantity of work required from this IFB is estimated. The actual effort required may be more or less than the estimated amount shown in Exhibit "C", Schedule of Unit Prices. Payment will be made at the unit rates proposed. The output will be verified by the CITY 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.

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 CITY.

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.

The CONTRACTOR shall provide contact information for all key personnel to the CITY 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 CITY inquiries at all times.

I. Debris Removal and Disposal Operations

1. General

The purpose of this section is to define the requirements for debris removal and disposal operations after any catastrophic disaster within the City. The CITY may designate zones for collection and disposal of debris. CONTRACTORS will be tasked with a service area(s) for this specific work.

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.

2. Services

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.

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.

The work shall consist of clearing and removing disaster generated debris as directed by the CITY Emergency Management Coordinator. CONTRACTOR shall provide collection equipment the day following a natural disaster or as directed by the CITY and shall provide equipment sufficient to collect a minimum of 1,000 cubic yards of debris per day within ten (10) calendar days of collection commencement. Failure to provide sufficient equipment necessary to collect required amount may result in the CITY entering into a separate agreement with another contractor for collection services.

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

It is the CITY's goal is to ensure that Vegetation and Construction/Demolition debris remain separate purchase 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.

Work may include:

1. First pass to clear debris from emergency evacuation routes, access roads to critical facilities and all primary roadways.
2. Clearing debris from residential private and public road right of ways.
3. Loading the debris.
4. Hauling the debris to an approved Temporary Debris Site or an authorized landfill.
5. Dumping the debris at the Temporary Debris Site or at an authorized landfill.

Debris delivered to a Temporary Debris Site or authorized landfill will be paid based on the per cubic yard price according to Exhibit "C", Schedule of Unit Prices, as awarded.

2.2 Hourly Rate Clearing

From 0-70 hours following a disaster CONTRACTOR, as designated by the CITY, shall provide the clearing services on an hourly rate that shall include the following:

1. Clear debris from emergency evacuation routes, access roads to critical facilities, and primary roadways.
2. Perform emergency removal of debris if needed for life-saving measures.
3. Conduct daily briefings with debris managers and other officials to update progress and discuss issues.
4. Develop a traffic control plan along potential haul routes and at debris management and disposal sites.

The Schedule of Unit Prices, Exhibit "C", lists unit-prices for the services sought including removal of stumps, tree limbs and trees. FEMA has specific guidelines for reimbursing the removal of stumps, tree limbs and trees on a unit cost basis. Unless the CITY agrees to a CY basis for payment via purchase order, the CONTRACTOR shall adhere to FEMA's guidelines in order for the CITY to recover all costs related to the removal of stumps, tree limbs and trees on a unity cost basis.

General Eligibility re: Hazardous Trees and Stumps

- FEMA prefers that applicants procure branch or limb removal for a one time per-tree charge (rather than per branch or limb), as it is more cost effective.
- If payments are to be on a per-item basis, rather than by volume (CY) or weight, FEMA has additional eligibility criteria/documentation requirements (outlined below).

Broken Limbs/Branches

- FEMA will only fund removal of hazardous branches and limbs if the limb/branch is 2" or larger in diameter, measured at the point of break, and poses an immediate threat.
- Only the minimum cut necessary to remove the hazard is eligible (can't cut the branch at trunk, if cutting a closer junction would eliminate the threat).
- FEMA will not fund removal on private property unless:
 - The limb/branch extends over the public ROW;
 - The City can remove the hazard from the public ROW without entering private property

Tree Removal

- FEMA will only fund removal of hazardous trees if the tree has a diameter of 6" or greater measured 4.5 ft. above the grounds AND the tree:
 - Has a split trunk;
 - Has a broken canopy;
 - Is leaning at an angle great than 30 degrees.
- If 50% or more of the root ball is exposed, removal of tree and root ball and filling the hole are eligible. FEMA will not reimburse removal of the tree and its root ball separately.
- If less than 50% of the root ball is exposed, FEMA will reimburse the cost to flush cut at the ground and dispose of the cut portion based on volume/weight.

Stump Removal

- As noted, for stumps that have 50% or more of the root ball exposed, FEMA will reimburse the stump removal and filling the hole. If grinding the stump in place is less costly than extraction, then grinding is eligible.

Reimbursement of Costs Per-Stump

- FEMA only reimburses on a per-stump basis if:
 - Stump is 2 ft. or larger in diameter measured 2 ft. above the ground; and
 - Extraction is required as part of removal.
- The per stump price must include extraction, transport, disposal, and filling the hole.
- For stumps smaller than 2 ft in diameter or for stumps of any size that do not require extraction, FEMA only funds based on volume/weight calculated using the attached Stump Conversion Table (Appendix E).
- For costs to pick up stumps 2 ft or larger in diameter that the contractor did not extract, the City should complete the attached Hazardous Stump Worksheet (Appendix F) and present documentation to substantiate the costs as reasonable.

Documentation Requirements

To support the eligibility of removing limbs, branches, trees, or stumps that are still in place, the CONTRACTOR must provide the CITY with the following:

- Specifics of the immediate threat with the U.S. National Grid (USNG) location and photograph or video documentation that establishes the item is on public property;

- Diameter of each item removed (measurement must be 2 feet up the trunk from the ground for stumps and 4.5 feet up for trees);
 - Contractor will be expected to maintain photos evidencing the above criteria. Photos demonstrating the hazardous nature of the tree, limb/branch, or stump must capture the size of the tree, limb/branch, or stump as well as the location in relation to the right-of-way. Photos aimed skyward or that otherwise do not demonstrate the vegetative debris' location in relation to right-of-way will not be accepted.
- Quantity of material to fill root-ball holes; and
- Equipment used to perform the work.

The CONTRACTOR shall not move from one designated Collection Service Area to another area without prior approval from the CITY Emergency Management Coordinator or designee. CONTRACTORS and/or subcontractors that move to a designated Collection Service Area without prior CITY approval may be terminated immediately. The CITY 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 CITY 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 CITY.

The CITY 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.

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 CITY 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.

2.3 Equipment

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:

1. Fencing must be permanently attached to one side of the truck bed.
2. After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire.
3. Fencing must extend to the bottom of the bed.
4. After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations.

5. Solid iron metal bars must be secured to both sides of the fencing.
6. There shall be no hand loaded equipment allowed.

The CITY 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 CITY 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.

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 CITY Inspector.

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.

2.4 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 CITY approved temporary debris site which may result in non-payment to CONTRACTOR.

2.5 Equipment Signage

Prior to commencing operations, the CITY 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 CITY certification with them at all times. Placards must remain on both sides of equipment.

2.6 Other Considerations

The CONTRACTOR shall assign and provide an Operations Manager (OM) to the CITY Debris Management Center to serve as the principal liaison between the CITY 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 CITY 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 CITY Emergency Management Coordinator within 30 minutes of notification.

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.

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.

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 a CITY loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the Temporary Debris Site by a CITY Temporary Debris Site monitor. The estimated quantity will be recorded on the electronic or paper load ticket. The CITY 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.

II. Temporary Debris Site Operations

1. General

The purpose of this section is to define the requirements for Temporary Debris Site Operations after any catastrophic disaster within Palm Beach County.

The CONTRACTOR shall use only Temporary Debris Sites designated by the CITY Emergency Management Coordinator.

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. The 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 CITY.

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.

2. Temporary Debris Site Services

2.1 Site Setup/Preparation and Site Closeout/Restoration

Site setup/preparation and site closeout/restoration shall be compensated on a time and materials basis in accordance with the hourly rates provided in the Schedule of Unit Prices, Exhibit "C", as awarded. Site set-up/ Preparation / closeout / restoration includes: clearing, stripping, hauling, fill placement, constructing / deconstructing processing pads, lime rock or crushed concrete access roads, sodding, and any other similar activity necessary to make the site usable for its intended purposes and to return the site to its original condition. Do not include any materials in calculating the hourly rates in the Schedule of Unit Prices, Exhibit "C".

2.2 Temporary Debris Site Operations and Material Processing

Temporary Debris Site operations and material processing shall be compensated in accordance with the unit prices provided in the Schedule of Unit Prices, Exhibit "C", as awarded. The CONTRACTOR shall provide equipment, operators, and laborers for Temporary Debris Site operations as specified by the Purchase Order. Unit prices provided in the Exhibit "C", Schedule of Unit Prices, 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 the resulting contract. 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 CITY shall provide a front-load garbage container and collection service of the container at each Temporary Debris Site. CONTRACTOR shall be responsible for cleaning up all trash and litter generated on the site from daily operations and depositing into the container for collection. The entrance roadway and surrounding area within ½ mile of the site's entrance shall be cleaned daily by the CONTRACTOR. **All pre-storm identified sites shall be opened by the CONTRACTOR within three (3) calendar days after receiving approval from the CITY to operate the debris site. Failure to open sites with proper equipment and**

necessary personnel will result in liquidated damages of \$500 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 CITY Emergency Management Coordinator.

The CITY plans to use two types of Temporary Debris Sites.

1. Vegetative Temporary Debris Sites will be devoted to the reduction of clean woody debris by either burning or grinding. The CITY expects the material to be recycled and or beneficially re-used if processed by grinding.
2. Depending upon the size and type of devastation the CITY may require a separate Construction & Demolition (C&D) staging area, mixed debris staging area and a separate Household Hazardous Waste staging area. The CITY requests that PROPOSER implements recycling and or reduction programs to minimize the quantity of construction debris material to be land filled.

Material coming into the Vegetative or C&D Temporary Debris Sites will be measured and paid for by the cubic yard according to the Exhibit "C", Schedule of Unit Prices. Material removed and transported from a C&D Temporary Debris Site will be measured and paid by the cubic yard according to the Exhibit "C", Schedule of Unit Prices, as awarded.

Locations of all Temporary Debris Sites will be approved by the CITY. The CITY Emergency Management Coordinator must approve site improvements before work begins and any costs, other than those in the Exhibit "C", Schedule of Unit Prices, as awarded, that might have been negotiated under a Purchase Order shall be documented for payment.

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.

3. Reporting

The CONTRACTOR shall submit a report to the CITY Emergency Management Coordinator or designee by close of business each day of the term of the Purchase Order. Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Daily and cumulative hours for each piece of equipment, if appropriate
4. Daily and cumulative hours for personnel, by position, if appropriate
5. Volumes of debris handled

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 CITY.

4. Other Considerations

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.

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 \$500.00 per day for every day the site has to remain closed.**

III. Processing, Loading and Hauling Material

1. General

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 CITY. The CITY 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 CITY. All wood chips, construction and/or mixed debris shall be disposed of in accordance with all Local, State of Florida and Federal guidelines.

CONTRACTOR will provide detailed listing to the CITY 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.

2. Miscellaneous Requirements

2.1 Temporary Debris Site Foreman

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.

The Temporary Debris Site foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the CITY Emergency Management Coordinator or designee.

2.2 Temporary Debris Site Night Foreman

The Temporary Debris Site night foreman must be an employee of the CONTRACTOR and is responsible for managing all night operations approved by the CITY.

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 CITY Emergency Management Coordinator or designee.

2.3 Temporary Debris Site Management Plan

Once the Temporary Debris Site is identified by the CITY, the CONTRACTOR will provide a Site Management Plan.

Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address the following functions:

1. Access to site
2. Site preparation -clearing, erosion control, and grading
3. Traffic control procedures
4. Safety
5. Segregation of debris
6. Location of ash disposal area, hazardous material containment area, CONTRACTOR work area, and inspection tower
7. 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
8. Location of existing structures or sensitive areas requiring protection

2.4 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.

2.5 Grinding Operation

The CONTRACTOR shall have the ability to mobilize grinders on site and in operation within 72 hours of a natural disaster. **Failure to provide grinder(s) on site in operation within 72 hours may result in liquidated damages of \$500 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 \$50 fine per hour per approved hours of grinding operation per day until grinding activity resumes.**

2.6 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.

3. Performance of Contractor

It is the intent of the Agreement is 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.

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 CITY liquidated damages of \$500 per day for each day not opened.**
2. **Closure of Temporary Debris Site due to CONTRACTOR equipment or operational failures liquidated damages of \$500 per day, for each day site must remain closed.**

Failure to provide back-up grinders within 24 hours of equipment breakdown liquidated damages of \$50 per hour per approved grinding hours of operation per day.

CONTRACTOR may also be subject to non-payment and liquidated damages of \$50 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.

CONTRACTOR may be immediately terminated and may not paid for the following:

1. Collection of any non-eligible, non-CITY approved stumps or debris.
2. Moving to another designated Collection Service Area without prior CITY approval.
3. Failure to provide service in accordance to guidelines set forth by FEMA and the CITY.
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.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected CONTRACTOR(S) or in specific purchase orders.

END OF SCOPE OF SERVICES

Exhibit "B"

Federal Contract Provisions

The Contractor hereby agrees that the following terms, at a minimum, will be incorporated into the contract, which is funded in whole or in part with any federal or other funding where the following terms are applicable:

Equal Employment Opportunity. During the performance of the resulting contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic,

including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. DOJ, the State of Florida, or the CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2

C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification, as laid out in Exhibit I, is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida or the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification as laid out in Exhibit J. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered materials.

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

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

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Access to Records.

(1) The Contractor agrees to provide the State of Florida, the CITY, the DOJ Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the DOJ Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags.

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

Compliance with Federal Law, Regulations, and Executive Orders.

By signing this agreement, the Contractor acknowledges that federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives.

No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Affirmative Steps. Required Affirmative Steps

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Domestic preferences for procurements.

- (1) As appropriate and to the extent consistent with law, the Contractor should purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- (2) For purposes of this section:
 - (a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Prohibition on certain telecommunications and video surveillance services or equipment.

(1) The Contractor is prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), the City shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

IFB #23-123 Disaster Debris Removal and Haul-off Emergency Services

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—
Lower-Tier Covered Transactions**

“Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.” (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

- *Nonprocurement Transaction:* A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction:* (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed \$25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant:* Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal:* An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions:* The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment:* Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension:* Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)
- *Ineligible or Ineligibility:* A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)

- *Person*: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded*: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

Instructions for Certification

1. By signing or certifying and submitting this application, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by signing or certifying and submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.


**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—
Lower-Tier Covered Transactions**

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this application, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Aftermath Disaster Recovery, Inc.
Contractor Name

Adam Gonzalez
Name

Director of Business Operations
Title


Signature

8/31/23
Date

IFB #23-123 Disaster Debris Removal and Haul-off Emergency Services

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor Aftermath Disaster Recovery, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Adam Gonzalez, Director of Business Operations
Name and Title of Contractor's Authorized Official

8/31/23
Date

END OF IFB PACKAGE

EXHIBIT "C"
Unit Price Schedule
(from the Contractor's Bid)

SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work set forth in the Scope of Work. In the event additional work is added to the contract by Change Order, the following unit prices will be utilized (as applicable). The quantities below are estimated quantities. City does not guarantee a minimum order and reserves the right to adjust these quantities as considered in the best interest of the City. The bidder acknowledges that no additional payment will be made for adjustments in the quantities.

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 for the purpose of making an award. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster. Assumptions: 80,000 cubic yards of debris consisting of 60,000 cubic yards of vegetation debris and 20,000 cubic yards of mixed debris.

Bidders shall provide unit prices for all items to be considered for award.

PART A - VOLUME BASED PRICING FOR 60,000+ CUBIC YARD (CY) DEBRIS DISASTER

DESCRIPTION	ESTIMATED QUANTITY	UNIT	PRICE PER CY	EXTENDED TOTAL
1.0 Public Property and Right of Way Collection, Loading and Hauling to a designated Temporary Debris Site.				
A. Vegetation	60,000	CY	\$12.15	\$729,000.00
B. Construction Debris / Mixed Debris	20,000	CY	\$27.90	\$558,000.00
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.	80,000	CY	\$1.50	\$120,000.00
3.0 Processing of debris through grinding and/or chipping.	60,000	CY	\$2.25	\$135,000.00
4.0 Loading, hauling and disposing wood chips to final	24,000	CY	\$3.25	\$78,000.00
5.0 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. (This rate shall not include disposal cost). <i>Miles from TDRS to final destination - 1 way.</i>				
A. 0 ≤ 20 miles	20,000	CY	\$3.25	\$65,000.00
B. > 20 ≤ 50 miles	20,000	CY	\$3.75	\$75,000.00
C. > 50 ≤ 80 miles	20,000	CY	\$4.25	\$85,000.00
D. > 80 ≤ 110 miles	20,000	CY	\$4.75	\$95,000.00
E. > 110 ≤ 200 miles	20,000	CY	\$5.40	\$108,000.00
TOTAL OFFER PART A				\$2,048,000.00

PART B - HOURLY RATES

EQUIPMENT AND LABOR RATES			
EQUIPMENT TYPE	HOURLY EQUIPMENT RATE	HOURLY LABOR RATE	TOTAL HOURLY RATE
Bobcat Loader	\$65.00	\$30.00	\$95.00
Crew Foreman w/ Cell Phone and Pickup	\$25.00	\$70.00	\$95.00
Dozer, Tracked, D5 or similar	\$115.00	\$30.00	\$145.00
Dozer, Tracked, D6 or similar	\$120.00	\$30.00	\$150.00
Dozer, Tracked, D7 or similar	\$125.00	\$30.00	\$155.00
Dozer, Tracked, D8 or similar	\$155.00	\$30.00	\$185.00
Dump Truck, 18 CY-20 CY	\$40.00	\$30.00	\$70.00
Dump Truck, 21CY-30 CY	\$40.00	\$30.00	\$70.00
Generator and Lighting	\$50.00	\$30.00	\$80.00
Grader w/ 12' Blade	\$120.00	\$30.00	\$150.00
Hydraulic Excavator, 1.5 CY	\$105.00	\$30.00	\$135.00
Hydraulic Excavator, 2.5 CY	\$110.00	\$30.00	\$140.00
Knuckleboom Loader	\$190.00	\$30.00	\$220.00
Laborer w/ Chain Saw	\$25.00	\$30.00	\$55.00
Laborer w/ small tools, traffic control, flag person	\$20.00	\$30.00	\$50.00
Lowboy Trailer w/ Tractor	\$85.00	\$30.00	\$115.00
Operations Manager w/ Cell Phone and Pickup	\$25.00	\$70.00	\$95.00
Pickup Truck, .5 Ton	\$5.00	\$20.00	\$25.00
Soil Compactor 81 HP+	\$65.00	\$30.00	\$95.00
Soil Compactor to 80 HP	\$55.00	\$30.00	\$85.00
Soil Compactor, Towed Unit	\$65.00	\$30.00	\$95.00
Truck, Flatbed	\$30.00	\$30.00	\$60.00
Tub Grinder, 800 to 1,000 HP	\$470.00	\$30.00	\$500.00
Water Truck	\$65.00	\$30.00	\$95.00
Wheel Loader, 2.5 CY, 950 or similar	\$95.00	\$30.00	\$125.00
Wheel Loader, 3.5-4.0 CY, 966 or similar	\$105.00	\$30.00	\$135.00
Wheel Loader, 4.5 CY, 980 or similar	\$115.00	\$30.00	\$145.00
Wheel Loader-Backhoe, 1.0-1.5 CY	\$70.00	\$30.00	\$100.00
Other - Please List	\$	\$	\$

PART C - UNIT COST SCHEDULE

ITEM	HAZARDOUS STUMP REMOVAL, HAULING, AND DISPOSAL	UNIT	UNIT COST
1	6 inch diameter to 12 inch diameter	Stump	\$340.25
2	13 inch diameter to 24 inch diameter	Stump	\$356.00
3	25 inch diameter to 48 inch diameter	Stump	\$422.00
4	49 inch diameter and greater	Stump	\$650.00
5	Stump Fill Dirt - Fill dirt for stump holes after removal	CY	\$65.00
HAZARDOUS TREE REMOVAL, HAULING, AND DISPOSAL			
6	6 inch diameter to 12 inch diameter	Tree	\$172.50
7	13 inch diameter to 24 inch diameter	Tree	\$297.50
8	25 inch diameter to 48 inch diameter	Tree	\$427.50
9	49 inch diameter and greater	Tree	\$427.50
HAZARDOUS LIMB REMOVAL, HAULING, AND DISPOSAL			
10	6 inch diameter to 12 inch diameter	Limb	\$40.00
11	13 inch diameter to 24 inch diameter	Limb	\$40.00
12	25 inch diameter to 48 inch diameter	Limb	\$40.00
13	49 inch diameter and greater	Limb	\$40.00

**CONTRACTOR AGREEMENT
(Disaster Debris Removal and Haul-Off Emergency Services)**

THIS CONTRACTOR AGREEMENT ("Agreement" hereinafter) is made this _____, between the **City of Lake Worth Beach**, Florida, a municipal corporation, hereinafter the "CITY", with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **CTC Disaster Response, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 6021 SW 29th St. PMB #130, Topeka, KS 66614.

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the CITY's Charter and the Constitution of the State of Florida;

WHEREAS, the CITY issued Invitation for Bids # 23-123 for Disaster Debris Removal and Haul-Off Emergency Services (hereinafter "IFB"); and

WHEREAS, CONTRACTOR submitted a bid to perform the services described and set out in the IFB's Scope of Services, which Scope of Services is attached hereto and incorporated herein by reference as **Exhibit "A"**; and

WHEREAS, the CITY desires to accept the CONTRACTOR's bid for the CONTRACTOR to render the required services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, this Agreement has been identified as providing essential services which is anticipated to be needed by the CITY in the event of a hurricane or other disaster in order to provide the services for the benefit of the public health, safety and welfare; and

WHEREAS, CONTRACTOR acknowledges and agrees that in such event, the CITY may apply to the State of Florida or the federal government for funds which will be used to pay CONTRACTOR or reimburse the CITY for payments made to CONTRACTOR and that the federal government will only consider reimbursing for contracts which contain the requisite FEMA provisions; and

WHEREAS, CONTRACTOR acknowledges and agrees that any services performed under this Agreement and pursuant to the IFB will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives; and

WHEREAS, CONTRACTOR acknowledges and agrees to the terms set forth in IFB and **Exhibit "B"**, which are the provisions required to be included in contracts funded by federal grants, including FEMA Public Assistance (see 2 C.F.R. § 200.326 and applicable FEMA guidance); and

WHEREAS, the CITY finds making the non-exclusive award of the IFB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

The initial term of this non-exclusive Agreement shall be from the date of execution by the CITY for an initial term of three (3) years with two (2) additional one (1) year renewal options unless earlier terminated in accordance with the terms of this Agreement. The CONTRACTOR's rates shall remain firm for the first three (3) years of the Agreement subject to terms and conditions to be negotiated on requests for consideration of a price adjustment after the initial term.

2. SCOPE OF WORK

2.1 The scope of work includes the removal and lawful disposal of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property and public rights-of-ways immediately after a hurricane or other disaster. The CONTRACTOR understands that the CITY is entering this Agreement is to secure the services of an experienced contractor who 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. The CONTRACTOR must be capable of assembling, directing, and managing a work force that can complete the debris management operations in ninety (90) days or less.

- a. The CONTRACTOR shall have a phone number at which they can be immediately contacted twenty-four hours a day.
- b. The CONTRACTOR shall work with designated CITY employees to develop schedules for the respective locations. The services shall be scheduled such that it does not disrupt CITY functions and normal day-to-day operations of the CITY.
- c. Project Manager - The CONTRACTOR shall provide a project manager who shall be responsible for the overall management and coordination of this Agreement and who shall act as the central point of contact with the CITY.
- d. On-Site Supervisor - The CONTRACTOR shall provide supervisory personnel essential to accomplish all work required. On-site supervisor must be trained and possess the necessary competency to make sufficient daily inspections to ensure that work has been and is being performed as required under this contract.
- e. Conduct - The CITY has the sole right to request removal of any contracted employee for reasonable cause. The CONTRACTOR's supervisor shall be responsible for the conduct and performance of the CONTRACTOR's employees.
- f. Purchase order(s) - This non-exclusive agreement does not guarantee that they CITY will utilize the CONTRACTOR in any capacity or for any services identified herein. When the CITY identifies a need for the CONTRACTOR's services, the CONTRACTOR will be activated via purchase order only in the face of an emergency or immediately after an emergency. Any job requirements or rates not covered by a Purchase Order will be separately negotiated and approved via separate Change Order.

- g. Subcontractors - If subcontractor (s) are to be utilized for services, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women business enterprise and labor surplus area firms are solicited and used when possible. The CONTRACTOR shall provide a written proposal from the subcontractor(s) and attach the same with to the CONTRACTOR's proposal submitted to the CITY.

2.2 The CITY intends to activate the CONTRACTOR's services on an as-needed basis solely determined by the CITY. Depending on the nature of the storm and circumstances, the CITY may activate more than one (1) contractor. The CITY 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.

2.3 The CONTRACTOR represents that it is experienced and proficient in all phases of providing disaster debris removal, Haul-Off Emergency and related services to the CITY in an event of a natural disaster or other emergency related crises.

2.4 The CONTRACTOR represents to the CITY that the Scope of Work provided under this Agreement and IFB shall be in accordance with accepted and established trade practices, standards and procedures recognized in the CONTRACTOR's trade in general and that the supplied services shall conform to the highest standards and in accordance with this Agreement.

2.5 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.6 The scope of work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.7 The scope of work shall be completed in accordance with the terms and conditions set forth in the IFB and this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the scope of work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the scope of work 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 scope of work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the scope of work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. FEE AND ORDERING MECHANISM

4.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to compensation at the amount set forth in CONTRACTOR's rate attached hereto as **Exhibit "C"**. After the first three (3) years of this Agreement, if due to applicable price escalations and/or reductions which impact the CONTRACTOR's rate, the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish a new rate for the renewal term(s). The City Manager may approve renewals of this Agreement and rate increases deemed reasonable by the CITY.

4.2 Should the CITY require additional goods or services, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code prior to any such additional goods or services being provided by the CONTRACTOR.

4.3 The CITY's ordering mechanism for the scope of work performed under this Agreement will be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. The CITY's Fiscal Year ends on September 30th of each calendar year and the CITY cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order for required and approved goods and/or services.

4.4 This Agreement does not guarantee that the CITY will utilize the CONTRACTOR in any capacity or for any services hereunder. When the CITY identifies a need for the CONTRACTOR's services, the CITY will issue the CONTRACTOR with a Purchase Order specifying the work required. The CONTRACTOR shall commence the identified services upon the CITY's approval of the Purchase Order for the services and issuance of a notice to proceed.

5. MAXIMUM COSTS

5.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the scope of work in accordance with the IFB and this Agreement is not to exceed **the amount(s) set forth in the approved Purchase Order issued to the CONTRACTOR annually or on case by case basis**, and no additional costs shall be authorized without prior written approval from the CITY. The annual Not To Exceed amount which may be approved by the CITY Manager or designee via a CITY Purchase Order under this Agreement is **\$250,000.00** (Two Hundred Fifty Thousand Dollars).

6. INVOICE & PAYMENT

6.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

6.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

7. AUDIT BY CITY

7.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

8. COPIES OF DATA/DOCUMENTS

8.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

9. OWNERSHIP

9.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

10. WRITTEN AUTHORIZATION REQUIRED

10.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or goods. Additional services or goods provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

11. DEFAULTS, TERMINATION OF AGREEMENT

11.1 If the CONTRACTOR fails to timely perform the scope of work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

11.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12. INSURANCE

12.1. Prior to commencing the scope of work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributory basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

12.2. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

12.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$5,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. Coverage shall include passenger liability.

12.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

13. WAIVER OF BREACH

13.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

14. INDEMNITY

14.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

14.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

14.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

14.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

14.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

15. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

15.1 This Agreement consists of the terms and conditions provided herein; the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein); the scope of services attached as Exhibit "A"; all applicable federal grant requirements attached as Exhibit "B"; and, the CONTRACTOR's rate attached as Exhibit "C". To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement along with Exhibit "B" shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein) and the scope of services attached as Exhibit "A") next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

15.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

16. ASSIGNMENT

16.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

17. SUCCESSORS AND ASSIGNS

17.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

18. WAIVER OF TRIAL BY JURY

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

19. GOVERNING LAW AND REMEDIES

19.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

19.2 No remedy herein 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.

20. TIME IS OF THE ESSENCE

20.1 Time is of the essence in the completion of the scope of work as specified herein.

21. NOTICES

21.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City of Lake Worth Beach
Attn: City Manager
7 North Dixie Highway
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

CTC Disaster Response, Inc.
Attn: Greg Gathers, President
6021 SW 29th St. PMB #130
Topeka, KS 66614

22. SEVERABILITY

22.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

23. DELAYS AND FORCES OF NATURE

23.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

23.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

24. COUNTERPARTS

24.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed with electronic signatures.

25. LIMITATIONS OF LIABILITY

25.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

26. PUBLIC ENTITY CRIMES

26.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

27. RECITALS AND PREPARATION

27.1 The Recitals set out at the beginning of this Agreement are incorporated as true and correct statements of the CITY and CONTRACTOR.

27.2 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

28. PALM BEACH COUNTY INSPECTOR GENERAL

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

29. ENFORCEMENT COSTS

29.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

30. PUBLIC RECORDS

30.1 CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

31. COPYRIGHTS AND/OR PATENT RIGHTS

31.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

32. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

32.1 CONTRACTOR certifies that all material, equipment, etc., contained in this proposal meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

33. FEDERAL AND STATE TAX

33.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONTRACTOR be authorized to use the CITY's tax Exemption Number in securing such materials.

34. PROTECTION OF PROPERTY

34.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

35. DAMAGE TO PERSONS OR PROPERTY

35.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and the CONTRACTOR shall save the CITY harmless from all claims made on account of such damages.

36. WARRANTY

36.1 CONTRACTOR warrants and guarantees to the CITY that the Scope of Work provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all goods and parts supplied under the Scope of Work and this Agreement shall be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR guarantees that all services and labor performed under the Scope of Work and this Agreement will be free from defects for a minimum of one (1) year from the final completion of the Scope of Work.

CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under the Scope of Work. CONTRACTOR agrees to pay for all transportation and handling costs of returning the boilers, if required, for repair or replacement. If a boiler(s) must be returned, CONTRACTOR, shall provide a replacement boiler(s) for the duration.

37. E-VERIFY

Pursuant to Section 448.095(2), the CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

38. SCRUTINIZED COMPANIES

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

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

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

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

38.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the City of the same.

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

39. SURVIVABILITY

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

40. WORK FOR HIRE

40.1 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the CONTRACTOR or its subcontractors under this Agreement shall be considered a "Work for Hire" and the exclusive property of the CITY. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, CONTRACTOR and CONTRACTOR's Subcontractors will assign to the CITY all right, title and interest in and to CONTRACTOR and/or CONTRACTOR's Subcontractors' copyright(s) for such Documents. CONTRACTOR shall execute and deliver to CITY such instruments of transfer and take such other action that CITY may reasonable request, including, without limitation, executing and filing, at CITY's expense, copyright applications, assignments and other documents required for the protection of CITY's right to such Documents. The CONTRACTOR shall retain copies of the Documents for a period of three (3) years from the date of completion of the scope of services. The CITY grants to the CONTRACTOR and CONTRACTOR's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the CONTRACTOR or the CONTRACTOR's Subcontractors in future projects of the CONTRACTOR or CONTRACTOR's Subcontractors with said right and/or limited license to use a portion at CONTRACTOR's or CONTRACTOR's Subcontractor's own risk and without any liability to CITY. Any modifications made by the CITY to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the CONTRACTOR will be at the CITY's sole risk and without liability to the CONTRACTOR.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Contractor Agreement (Disaster Debris Removal and Haul-Off Emergency Services) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: CTC DISASTER RESPONSE, INC.


By: _____
[Handwritten Signature]

[Corporate Seal]

STATE KANSAS)
COUNTY SHAWNEE)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 15 day of NOVEMBER, 2023, by **CTC Disaster Response, Inc.**, a Corporation, authorized to do business in the State of Florida, who is personally known to me or who has produced Drivers License as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Contractor to the same.

Jennifer Rake
Notary Public Signature

 **Jennifer Rake**
Notary Public
State of Kansas
My Appt. Expires 3.18.2025

Notary Seal:

Exhibit "A"
IFB Scope of Services

The objective of this Agreement is to secure the services of an experienced CONTRACTOR who 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. The CONTRACTOR must be capable of assembling, directing, and managing a work force that can complete the debris management operations in ninety (90) days or less.

This is an acknowledgement that FEMA financial assistance may be used to fund the resulting contract. The CONTRACTOR shall perform all work in compliance with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives in order to maximize recovery of reimbursable expenses. This shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished. This includes compliance with any disaster monitoring services the CITY may have under contract.

The CONTRACTOR may be required, at the CITY's discretion, to be under the direction of an agent of the CITY.

While intended to cover debris management needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to the City of Lake Worth Beach. 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.

If activation is required, the CITY intends to activate contracts on an as-needed basis as solely determined by the CITY. The CITY intends to activate the CONTRACTORS in the order of final ranking as best meets the needs of the CITY. The CITY 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.

The CITY does not envision the need for multiple contracts to carry out the debris removal and disposal work throughout the City. 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 CITY payment and between subsequent payments, as well as the capacity to provide the necessary 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.

This will be a contingency contract that will be activated via purchase order only in the face of an emergency or immediately after an emergency. As such, no compensation will accrue to the CONTRACTOR unless and until a purchase order is issued either in anticipation of a natural disaster or immediately after such disaster. Each purchase order will contain a price ceiling (not-to-exceed amount) that the CONTRACTOR exceeds at its own risk.

The CITY does not guarantee a CONTRACTOR will be activated under this contract.

The CITY'S goal is to complete the debris removal and disposal process post-event in ninety (90) days. This assumes that the entire area of the city 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 city simultaneously immediately after a storm.

CONTRACTOR shall be immediately available and committed to assisting the CITY in the aftermath of an emergency or major disaster. 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 contract and specific purchase order. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. Notwithstanding, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

When a major disaster or emergency occurs or is imminent, the CITY intends to contact the CONTRACTOR awarded Debris Removal and Disposal contracts to advise them of the CITY's intent to activate the Contracts via purchase order. Debris removal will generally be limited to debris in, upon, or brought to City residential private and public streets and roads, rights-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 CITY). The CONTRACTOR will be responsible for determining the method and manner of debris removal and lawful disposal operations, consistent with the CITY's Debris Management Plan. Disposal of debris will be at CITY 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.

When a major disaster or emergency occurs or is imminent, the CITY 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 CITY. Subsequently, the CITY will issue the first Purchase Order which will authorize the CONTRACTOR to send an Operations Manager to the CITY within 24 hours of receiving such Purchase Order to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the stipulated work. The CONTRACTOR should anticipate receiving this first Purchase Order 24 to 72 hours before projected landfall of a hurricane. Depending on the nature of the storm and circumstances, the CITY may activate more than one (1) CONTRACTOR. CONTRACTOR will generally be activated in order of final ranking.

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 CITY will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.

The CITY 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.

The CONTRACTOR will operate the Temporary Debris Sites and only CONTRACTOR vehicles and others specifically authorized by the CITY 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.

Putrescible residential garbage will be collected by CITY or its franchise waste haulers and is not to be collected or transported by CONTRACTOR forces.

Scope of Services/Overview

This section is divided into three (3) subsections:

- I. Debris Removal and Disposal Operations from residential public and private streets, roads and rights-of-way and delivered to a Temporary Debris Site.
- II. 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 CITY Emergency Management Coordinator.
- III. Processing, Loading and Hauling Material from Temporary Debris Site to final destination.

Specific work authorizations by the CITY will be through written Purchase Orders. Purchase 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 a Purchase Order will be separately negotiated and approved via separate Purchase Order. The CITY reserves the right to extend operations on a weekly basis. Performance will be by the metrics established in the Purchase Order(s). After 1/3 and again after 2/3 of the stipulated number of days of work in the Purchase Order have elapsed, the CONTRACTOR(s) shall provide written progress report to the CITY for review and acceptance. The CITY shall have the right to correct for CONTRACTOR's default or underperformance by any means it deems in its best interest.

The CONTRACTOR shall commence mobilization immediately upon receipt of the mobilization Purchase 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 CITY may issue additional Purchase Orders to define more precisely the work to be accomplished or to authorize additional work. The CONTRACTOR shall perform in accordance with each Purchase Order in all designated Collection Service Areas established by the CITY. Each Purchase Order will be uniquely numbered.

The CONTRACTOR is authorized to collect debris during daylight hours, seven (7) days per week. Any deviations from this schedule will require CITY approval. The CONTRACTOR shall not remove debris from private property without express pre-approval provided by the CITY.

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 CITY Emergency Management Coordinator prior to issuance of the first Purchase Order.

The quantity of work required from this IFB is estimated. The actual effort required may be more or less than the estimated amount shown in Exhibit "C", Schedule of Unit Prices. Payment will be made at the unit rates proposed. The output will be verified by the CITY 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.

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 CITY.

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.

The CONTRACTOR shall provide contact information for all key personnel to the CITY 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 CITY inquiries at all times.

I. Debris Removal and Disposal Operations

1. General

The purpose of this section is to define the requirements for debris removal and disposal operations after any catastrophic disaster within the City. The CITY may designate zones for collection and disposal of debris. CONTRACTORS will be tasked with a service area(s) for this specific work.

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.

2. Services

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.

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.

The work shall consist of clearing and removing disaster generated debris as directed by the CITY Emergency Management Coordinator. CONTRACTOR shall provide collection equipment the day following a natural disaster or as directed by the CITY and shall provide equipment sufficient to collect a minimum of 1,000 cubic yards of debris per day within ten (10) calendar days of collection commencement. Failure to provide sufficient equipment necessary to collect required amount may result in the CITY entering into a separate agreement with another contractor for collection services.

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

It is the CITY's goal is to ensure that Vegetation and Construction/Demolition debris remain separate purchase 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.

Work may include:

1. First pass to clear debris from emergency evacuation routes, access roads to critical facilities and all primary roadways.
2. Clearing debris from residential private and public road right of ways.
3. Loading the debris.
4. Hauling the debris to an approved Temporary Debris Site or an authorized landfill.
5. Dumping the debris at the Temporary Debris Site or at an authorized landfill.

Debris delivered to a Temporary Debris Site or authorized landfill will be paid based on the per cubic yard price according to Exhibit "C", Schedule of Unit Prices, as awarded.

2.2 Hourly Rate Clearing

From 0-70 hours following a disaster CONTRACTOR, as designated by the CITY, shall provide the clearing services on an hourly rate that shall include the following:

1. Clear debris from emergency evacuation routes, access roads to critical facilities, and primary roadways.
2. Perform emergency removal of debris if needed for life-saving measures.
3. Conduct daily briefings with debris managers and other officials to update progress and discuss issues.
4. Develop a traffic control plan along potential haul routes and at debris management and disposal sites.

The Schedule of Unit Prices, Exhibit "C", lists unit-prices for the services sought including removal of stumps, tree limbs and trees. FEMA has specific guidelines for reimbursing the removal of stumps, tree limbs and trees on a unit cost basis. Unless the CITY agrees to a CY basis for payment via purchase order, the CONTRACTOR shall adhere to FEMA's guidelines in order for the CITY to recover all costs related to the removal of stumps, tree limbs and trees on a unity cost basis.

General Eligibility re: Hazardous Trees and Stumps

- FEMA prefers that applicants procure branch or limb removal for a one time per-tree charge (rather than per branch or limb), as it is more cost effective.
- If payments are to be on a per-item basis, rather than by volume (CY) or weight, FEMA has additional eligibility criteria/documentation requirements (outlined below).

Broken Limbs/Branches

- FEMA will only fund removal of hazardous branches and limbs if the limb/branch is 2" or larger in diameter, measured at the point of break, and poses an immediate threat.
- Only the minimum cut necessary to remove the hazard is eligible (can't cut the branch at trunk, if cutting a closer junction would eliminate the threat).
- FEMA will not fund removal on private property unless:
 - The limb/branch extends over the public ROW;
 - The City can remove the hazard from the public ROW without entering private property

Tree Removal

- FEMA will only fund removal of hazardous trees if the tree has a diameter of 6" or greater measured 4.5 ft. above the grounds AND the tree:
 - Has a split trunk;
 - Has a broken canopy;
 - Is leaning at an angle great than 30 degrees.
- If 50% or more of the root ball is exposed, removal of tree and root ball and filling the hole are eligible. FEMA will not reimburse removal of the tree and its root ball separately.
- If less than 50% of the root ball is exposed, FEMA will reimburse the cost to flush cut at the ground and dispose of the cut portion based on volume/weight.

Stump Removal

- As noted, for stumps that have 50% or more of the root ball exposed, FEMA will reimburse the stump removal and filling the hole. If grinding the stump in place is less costly than extraction, then grinding is eligible.

Reimbursement of Costs Per-Stump

- FEMA only reimburses on a per-stump basis if:
 - Stump is 2 ft. or larger in diameter measured 2 ft. above the ground; and
 - Extraction is required as part of removal.
- The per stump price must include extraction, transport, disposal, and filling the hole.
- For stumps smaller than 2 ft in diameter or for stumps of any size that do not require extraction, FEMA only funds based on volume/weight calculated using the attached Stump Conversion Table (Appendix E).
- For costs to pick up stumps 2 ft or larger in diameter that the contractor did not extract, the City should complete the attached Hazardous Stump Worksheet (Appendix F) and present documentation to substantiate the costs as reasonable.

Documentation Requirements

To support the eligibility of removing limbs, branches, trees, or stumps that are still in place, the CONTRACTOR must provide the CITY with the following:

- Specifics of the immediate threat with the U.S. National Grid (USNG) location and photograph or video documentation that establishes the item is on public property;

- Diameter of each item removed (measurement must be 2 feet up the trunk from the ground for stumps and 4.5 feet up for trees);
 - Contractor will be expected to maintain photos evidencing the above criteria. Photos demonstrating the hazardous nature of the tree, limb/branch, or stump must capture the size of the tree, limb/branch, or stump as well as the location in relation to the right-of-way. Photos aimed skyward or that otherwise do not demonstrate the vegetative debris' location in relation to right-of-way will not be accepted.
- Quantity of material to fill root-ball holes; and
- Equipment used to perform the work.

The CONTRACTOR shall not move from one designated Collection Service Area to another area without prior approval from the CITY Emergency Management Coordinator or designee. CONTRACTORS and/or subcontractors that move to a designated Collection Service Area without prior CITY approval may be terminated immediately. The CITY 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 CITY 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 CITY.

The CITY 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.

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 CITY 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.

2.3 Equipment

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:

1. Fencing must be permanently attached to one side of the truck bed.
2. After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire.
3. Fencing must extend to the bottom of the bed.
4. After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations.

5. Solid iron metal bars must be secured to both sides of the fencing.
6. There shall be no hand loaded equipment allowed.

The CITY 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 CITY 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.

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 CITY Inspector.

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.

2.4 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 CITY approved temporary debris site which may result in non-payment to CONTRACTOR.

2.5 Equipment Signage

Prior to commencing operations, the CITY 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 CITY certification with them at all times. Placards must remain on both sides of equipment.

2.6 Other Considerations

The CONTRACTOR shall assign and provide an Operations Manager (OM) to the CITY Debris Management Center to serve as the principal liaison between the CITY 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 CITY 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 CITY Emergency Management Coordinator within 30 minutes of notification.

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.

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.

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 a CITY loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the Temporary Debris Site by a CITY Temporary Debris Site monitor. The estimated quantity will be recorded on the electronic or paper load ticket. The CITY 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.

II. Temporary Debris Site Operations

1. General

The purpose of this section is to define the requirements for Temporary Debris Site Operations after any catastrophic disaster within Palm Beach County.

The CONTRACTOR shall use only Temporary Debris Sites designated by the CITY Emergency Management Coordinator.

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. The 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 CITY.

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.

2. Temporary Debris Site Services

2.1 Site Setup/Preparation and Site Closeout/Restoration

Site setup/preparation and site closeout/restoration shall be compensated on a time and materials basis in accordance with the hourly rates provided in the Schedule of Unit Prices, Exhibit "C", as awarded. Site set-up/ Preparation / closeout / restoration includes: clearing, stripping, hauling, fill placement, constructing / deconstructing processing pads, lime rock or crushed concrete access roads, sodding, and any other similar activity necessary to make the site usable for its intended purposes and to return the site to its original condition. Do not include any materials in calculating the hourly rates in the Schedule of Unit Prices, Exhibit "C".

2.2 Temporary Debris Site Operations and Material Processing

Temporary Debris Site operations and material processing shall be compensated in accordance with the unit prices provided in the Schedule of Unit Prices, Exhibit "C", as awarded. The CONTRACTOR shall provide equipment, operators, and laborers for Temporary Debris Site operations as specified by the Purchase Order. Unit prices provided in the Exhibit "C", Schedule of Unit Prices, 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 the resulting contract. 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 CITY shall provide a front-load garbage container and collection service of the container at each Temporary Debris Site. CONTRACTOR shall be responsible for cleaning up all trash and litter generated on the site from daily operations and depositing into the container for collection. The entrance roadway and surrounding area within ½ mile of the site's entrance shall be cleaned daily by the CONTRACTOR. **All pre-storm identified sites shall be opened by the CONTRACTOR within three (3) calendar days after receiving approval from the CITY to operate the debris site. Failure to open sites with proper equipment and**

necessary personnel will result in liquidated damages of \$500 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 CITY Emergency Management Coordinator.

The CITY plans to use two types of Temporary Debris Sites.

1. Vegetative Temporary Debris Sites will be devoted to the reduction of clean woody debris by either burning or grinding. The CITY expects the material to be recycled and or beneficially re-used if processed by grinding.
2. Depending upon the size and type of devastation the CITY may require a separate Construction & Demolition (C&D) staging area, mixed debris staging area and a separate Household Hazardous Waste staging area. The CITY requests that PROPOSER implements recycling and or reduction programs to minimize the quantity of construction debris material to be land filled.

Material coming into the Vegetative or C&D Temporary Debris Sites will be measured and paid for by the cubic yard according to the Exhibit "C", Schedule of Unit Prices. Material removed and transported from a C&D Temporary Debris Site will be measured and paid by the cubic yard according to the Exhibit "C", Schedule of Unit Prices, as awarded.

Locations of all Temporary Debris Sites will be approved by the CITY. The CITY Emergency Management Coordinator must approve site improvements before work begins and any costs, other than those in the Exhibit "C", Schedule of Unit Prices, as awarded, that might have been negotiated under a Purchase Order shall be documented for payment.

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.

3. Reporting

The CONTRACTOR shall submit a report to the CITY Emergency Management Coordinator or designee by close of business each day of the term of the Purchase Order. Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Daily and cumulative hours for each piece of equipment, if appropriate
4. Daily and cumulative hours for personnel, by position, if appropriate
5. Volumes of debris handled

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 CITY.

4. Other Considerations

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.

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 \$500.00 per day for every day the site has to remain closed.**

III. Processing, Loading and Hauling Material

1. General

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 CITY. The CITY 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 CITY. All wood chips, construction and/or mixed debris shall be disposed of in accordance with all Local, State of Florida and Federal guidelines.

CONTRACTOR will provide detailed listing to the CITY 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.

2. Miscellaneous Requirements

2.1 Temporary Debris Site Foreman

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.

The Temporary Debris Site foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the CITY Emergency Management Coordinator or designee.

2.2 Temporary Debris Site Night Foreman

The Temporary Debris Site night foreman must be an employee of the CONTRACTOR and is responsible for managing all night operations approved by the CITY.

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 CITY Emergency Management Coordinator or designee.

2.3 Temporary Debris Site Management Plan

Once the Temporary Debris Site is identified by the CITY, the CONTRACTOR will provide a Site Management Plan.

Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address the following functions:

1. Access to site

2. Site preparation -clearing, erosion control, and grading
3. Traffic control procedures
4. Safety
5. Segregation of debris
6. Location of ash disposal area, hazardous material containment area, CONTRACTOR work area, and inspection tower
7. 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
8. Location of existing structures or sensitive areas requiring protection

2.4 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.

2.5 Grinding Operation

The CONTRACTOR shall have the ability to mobilize grinders on site and in operation within 72 hours of a natural disaster. **Failure to provide grinder(s) on site in operation within 72 hours may result in liquidated damages of \$500 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 \$50 fine per hour per approved hours of grinding operation per day until grinding activity resumes.**

2.6 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.

3. Performance of Contractor

It is the intent of the Agreement is 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.

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 CITY liquidated damages of \$500 per day for each day not opened.
2. Closure of Temporary Debris Site due to CONTRACTOR equipment or operational failures liquidated damages of \$500 per day, for each day site must remain closed.

Failure to provide back-up grinders within 24 hours of equipment breakdown liquidated damages of \$50 per hour per approved grinding hours of operation per day.

CONTRACTOR may also be subject to non-payment and liquidated damages of \$50 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.

CONTRACTOR may be immediately terminated and may not paid for the following:

1. Collection of any non-eligible, non-CITY approved stumps or debris.
2. Moving to another designated Collection Service Area without prior CITY approval.
3. Failure to provide service in accordance to guidelines set forth by FEMA and the CITY.
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.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected CONTRACTOR(S) or in specific purchase orders.

END OF SCOPE OF SERVICES

Exhibit "B"

Federal Contract Provisions

The Contractor hereby agrees that the following terms, at a minimum, will be incorporated into the contract, which is funded in whole or in part with any federal or other funding where the following terms are applicable:

Equal Employment Opportunity. During the performance of the resulting contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic,

including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. DOJ, the State of Florida, or the CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2

C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification, as laid out in Exhibit I, is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida or the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification as laid out in Exhibit J. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered materials.

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

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

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Access to Records.

(1) The Contractor agrees to provide the State of Florida, the CITY, the DOJ Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the DOJ Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags.

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

Compliance with Federal Law, Regulations, and Executive Orders.

By signing this agreement, the Contractor acknowledges that federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives.

No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Affirmative Steps. Required Affirmative Steps

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Domestic preferences for procurements.

(1) As appropriate and to the extent consistent with law, the Contractor should purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(2) For purposes of this section:

(a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Prohibition on certain telecommunications and video surveillance services or equipment.

(1) The Contractor is prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), the City shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

IFB #23-123 Disaster Debris Removal and Haul-off Emergency Services

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—
Lower-Tier Covered Transactions**

“Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.” (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

- *Nonprocurement Transaction*: A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction*: (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed \$25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant*: Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal*: An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions*: The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment*: Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension*: Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)
- *Ineligible or Ineligibility*: A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)

- *Person*: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded*: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

Instructions for Certification

1. By signing or certifying and submitting this application, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by signing or certifying and submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—
Lower-Tier Covered Transactions**

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this application, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CTC Disaster Response, Inc. _____


Contractor Name

Greg Gathers _____

Name

President _____

Title

 _____

Signature

8/26/23 _____

Date

(B12)

IFB #23-123 Disaster Debris Removal and Haul-off Emergency Services

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor CTC Disaster Response, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Greg Gathers - President

Name and Title of Contractor's Authorized Official

8/26/23

Date

END OF IFB PACKAGE

EXHIBIT C
Unit Price Schedule
(from the Contractor's Bid)

SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work set forth in the Scope of Work. In the event additional work is added to the contract by Change Order, the following unit prices will be utilized (as applicable). The quantities below are estimated quantities. City does not guarantee a minimum order and reserves the right to adjust these quantities as considered in the best interest of the City. The bidder acknowledges that no additional payment will be made for adjustments in the quantities.

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 for the purpose of making an award. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster. Assumptions: 80,000 cubic yards of debris consisting of 60,000 cubic yards of vegetation debris and 20,000 cubic yards of mixed debris.

Bidders shall provide unit prices for all items to be considered for award.

PART A - VOLUME BASED PRICING FOR 60,000+ CUBIC YARD (CY) DEBRIS DISASTER

DESCRIPTION	ESTIMATED QUANTITY	UNIT	PRICE PER CY	EXTENDED TOTAL
1.0 Public Property and Right of Way Collection, Loading and Hauling to a designated Temporary Debris Site.				
A. Vegetation	60,000	CY	7.10	426,000
B. Construction Debris / Mixed Debris	20,000	CY	7.10	142,000
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.	80,000	CY	1.00	80,000
3.0 Processing of debris through grinding and/or chipping.	60,000	CY	2.50	150,000
4.0 Loading, hauling and disposing wood chips to final <u>(INCLUDES TIPPING FEE)</u>	24,000	CY	9.25	222,000
5.0 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. (This rate shall not include disposal cost). <i>Miles from TDRS to final destination - 1 way.</i>				
A. 0 ≤ 20 miles	20,000	CY	5.95	119,000
B. > 20 ≤ 50 miles	20,000	CY	6.05	121,000
C. > 50 ≤ 80 miles	20,000	CY	6.06	121,200
D. > 80 ≤ 110 miles	20,000	CY	6.07	121,400
E. > 110 ≤ 200 miles	20,000	CY	6.08	121,600
TOTAL OFFER PART A:				1,624,200

PART B - HOURLY RATES

EQUIPMENT AND LABOR RATES			
EQUIPMENT TYPE	HOURLY EQUIPMENT RATE	HOURLY LABOR RATE	TOTAL HOURLY RATE
Bobcat Loader	85	50	135
Crew Foreman w/ Cell Phone and Pickup	15	50	65
Dozer, Tracked, D5 or similar	140	50	150
Dozer, Tracked, D6 or similar	105	50	155
Dozer, Tracked, D7 or similar	110	50	160
Dozer, Tracked, D8 or similar	115	50	165
Dump Truck, 18 CY-20 CY	60	50	110
Dump Truck, 21CY-30 CY	60	50	110
Generator and Lighting	25	0	25
Grader w/ 12' Blade	50	50	100
Hydraulic Excavator, 1.5 CY	95	50	145
Hydraulic Excavator, 2.5 CY	95	50	145
Knuckleboom Loader	145	50	195
Laborer w/ Chain Saw	5	45	50
Laborer w/ small tools, traffic control, flag person	5	40	45
Lowboy Trailer w/ Tractor	70	50	120
Operations Manager w/ Cell Phone and Pickup	25	50	75
Pickup Truck, .5 Ton	15	50	65
Soil Compactor 81 HP+	5	50	55
Soil Compactor to 80 HP	5	40	45
Soil Compactor, Towed Unit	5	50	55
Truck, Flatbed	15	50	65
Tub Grinder, 800 to 1,000 HP	500	0	500
Water Truck	20	50	70
Wheel Loader, 2.5 CY, 950 or similar	95	50	145
Wheel Loader, 3.5-4.0 CY, 966 or similar	95	50	145
Wheel Loader, 4.5 CY, 980 or similar	95	50	145
Wheel Loader-Backhoe, 1.0-1.5 CY	40	50	90
Other - Please List			

PART C - UNIT COST SCHEDULE

ITEM	HAZARDOUS STUMP REMOVAL, HAULING, AND DISPOSAL	UNIT	UNIT COST
1	6 inch diameter to 12 inch diameter	Stump	1
2	13 inch diameter to 24 inch diameter	Stump	1
3	25 inch diameter to 48 inch diameter	Stump	395
4	49 inch diameter and greater	Stump	495
5	Stump Fill Dirt - Fill dirt for stump holes after removal	CY	
HAZARDOUS TREE REMOVAL, HAULING, AND DISPOSAL			
6	6 inch diameter to 12 inch diameter	Tree	110
7	13 inch diameter to 24 inch diameter	Tree	295
8	25 inch diameter to 48 inch diameter	Tree	795
9	49 inch diameter and greater	Tree	1295
HAZARDOUS LIMB REMOVAL, HAULING, AND DISPOSAL			
10	6 inch diameter to 12 inch diameter	Limb	110
11	13 inch diameter to 24 inch diameter	Limb	110
12	25 inch diameter to 48 inch diameter	Limb	110
13	49 inch diameter and greater	Limb	110

The City anticipates issuing task/purchase orders to the selected bidders based on the unit prices set forth above in this Schedule of Unit Prices (as awarded). However, the City may issue task/purchase orders in whole or in part based on a time and material basis. The City reserves the right to determine which compensation method will be utilized and, if time and material basis is to be used, the City will set a Not-to-Exceed price for the task/purchase order (with all costs above that to be at the Contractor's risk) and with sufficient City oversight.

Name of Bidder: CTC DISASTER RESPONSE, INC.

Address: 6021 SW 27th ST. PMB 130 City TOPEKA ST KS Zip 66614

Phone: (785) 478-9805 Email: ggathers@ctcdisaster.com

Print Name: GREG GATHERS Title: PRESIDENT

SIGNATURE:  Date: 8/26/23

**CONTRACTOR AGREEMENT
(Disaster Debris Removal and Haul-Off Emergency Services)**

THIS CONTRACTOR AGREEMENT ("Agreement" hereinafter) is made this _____, between the **City of Lake Worth Beach**, Florida, a municipal corporation, hereinafter the "CITY", with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **TFR Enterprises**, a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 601 Leander Dr., Leander, TX 78641.

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the CITY's Charter and the Constitution of the State of Florida;

WHEREAS, the CITY issued Invitation for Bids # 23-123 for Disaster Debris Removal and Haul-Off Emergency Services (hereinafter "IFB"); and

WHEREAS, CONTRACTOR submitted a bid to perform the services described and set out in the IFB's Scope of Services, which Scope of Services is attached hereto and incorporated herein by reference as **Exhibit "A"**; and

WHEREAS, the CITY desires to accept the CONTRACTOR's bid for the CONTRACTOR to render the required services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, this Agreement has been identified as providing essential services which is anticipated to be needed by the CITY in the event of a hurricane or other disaster in order to provide the services for the benefit of the public health, safety and welfare; and

WHEREAS, CONTRACTOR acknowledges and agrees that in such event, the CITY may apply to the State of Florida or the federal government for funds which will be used to pay CONTRACTOR or reimburse the CITY for payments made to CONTRACTOR and that the federal government will only consider reimbursing for contracts which contain the requisite FEMA provisions; and

WHEREAS, CONTRACTOR acknowledges and agrees that any services performed under this Agreement and pursuant to the IFB will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives; and

WHEREAS, CONTRACTOR acknowledges and agrees to the terms set forth in IFB and **Exhibit "B"**, which are the provisions required to be included in contracts funded by federal grants, including FEMA Public Assistance (see 2 C.F.R. § 200.326 and applicable FEMA guidance); and

WHEREAS, the CITY finds making the non-exclusive award of the IFB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

The initial term of this non-exclusive Agreement shall be from the date of execution by the CITY for an initial term of three (3) years with two (2) additional one (1) year renewal options unless earlier terminated in accordance with the terms of this Agreement. The CONTRACTOR's rates shall remain firm for the first three (3) years of the Agreement subject to terms and conditions to be negotiated on requests for consideration of a price adjustment after the initial term.

2. SCOPE OF WORK

2.1 The scope of work includes the removal and lawful disposal of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property and public rights-of-ways immediately after a hurricane or other disaster. The CONTRACTOR understands that the CITY is entering this Agreement is to secure the services of an experienced contractor who 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. The CONTRACTOR must be capable of assembling, directing, and managing a work force that can complete the debris management operations in ninety (90) days or less.

- a. The CONTRACTOR shall have a phone number at which they can be immediately contacted twenty-four hours a day.
- b. The CONTRACTOR shall work with designated CITY employees to develop schedules for the respective locations. The services shall be scheduled such that it does not disrupt CITY functions and normal day-to-day operations of the CITY.
- c. Project Manager - The CONTRACTOR shall provide a project manager who shall be responsible for the overall management and coordination of this Agreement and who shall act as the central point of contact with the CITY.
- d. On-Site Supervisor - The CONTRACTOR shall provide supervisory personnel essential to accomplish all work required. On-site supervisor must be trained and possess the necessary competency to make sufficient daily inspections to ensure that work has been and is being performed as required under this contract.
- e. Conduct - The CITY has the sole right to request removal of any contracted employee for reasonable cause. The CONTRACTOR's supervisor shall be responsible for the conduct and performance of the CONTRACTOR's employees.
- f. Purchase order(s) - This non-exclusive agreement does not guarantee that they CITY will utilize the CONTRACTOR in any capacity or for any services identified herein. When the CITY identifies a need for the CONTRACTOR's services, the CONTRACTOR will be activated via purchase order only in the face of an emergency or immediately after an emergency. Any job requirements or rates not covered by a Purchase Order will be separately negotiated and approved via separate Change Order.

- g. Subcontractors - If subcontractor (s) are to be utilized for services, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women business enterprise and labor surplus area firms are solicited and used when possible. The CONTRACTOR shall provide a written proposal from the subcontractor(s) and attach the same with to the CONTRACTOR's proposal submitted to the CITY.

2.2 The CITY intends to activate the CONTRACTOR's services on an as-needed basis solely determined by the CITY. Depending on the nature of the storm and circumstances, the CITY may activate more than one (1) contractor. The CITY 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.

2.3 The CONTRACTOR represents that it is experienced and proficient in all phases of providing disaster debris removal, Haul-Off Emergency and related services to the CITY in an event of a natural disaster or other emergency related crises.

2.4 The CONTRACTOR represents to the CITY that the Scope of Work provided under this Agreement and IFB shall be in accordance with accepted and established trade practices, standards and procedures recognized in the CONTRACTOR's trade in general and that the supplied services shall conform to the highest standards and in accordance with this Agreement.

2.5 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.6 The scope of work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.7 The scope of work shall be completed in accordance with the terms and conditions set forth in the IFB and this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the scope of work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the scope of work 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 scope of work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the scope of work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. FEE AND ORDERING MECHANISM

4.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to compensation at the amount set forth in CONTRACTOR's rate attached hereto as **Exhibit "C"**. After the first three (3) years of this Agreement, if due to applicable price escalations and/or reductions which impact the CONTRACTOR's rate, the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish a new rate for the renewal term(s). The City Manager may approve renewals of this Agreement and rate increases deemed reasonable by the CITY.

4.2 Should the CITY require additional goods or services, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code prior to any such additional goods or services being provided by the CONTRACTOR.

4.3 The CITY's ordering mechanism for the scope of work performed under this Agreement will be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. The CITY's Fiscal Year ends on September 30th of each calendar year and the CITY cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order for required and approved goods and/or services.

4.4 This Agreement does not guarantee that the CITY will utilize the CONTRACTOR in any capacity or for any services hereunder. When the CITY identifies a need for the CONTRACTOR's services, the CITY will issue the CONTRACTOR with a Purchase Order specifying the work required. The CONTRACTOR shall commence the identified services upon the CITY's approval of the Purchase Order for the services and issuance of a notice to proceed.

5. MAXIMUM COSTS

5.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the scope of work in accordance with the IFB and this Agreement is not to exceed **the amount(s) set forth in the approved Purchase Order issued to the CONTRACTOR annually or on case by case basis**, and no additional costs shall be authorized without prior written approval from the CITY. The annual Not To Exceed amount which may be approved by the CITY Manager or designee via a CITY Purchase Order under this Agreement is **\$250,000.00** (Two Hundred Fifty Thousand Dollars).

6. INVOICE & PAYMENT

6.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

6.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

7. AUDIT BY CITY

7.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

8. COPIES OF DATA/DOCUMENTS

8.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

9. OWNERSHIP

9.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

10. WRITTEN AUTHORIZATION REQUIRED

10.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or goods. Additional services or goods provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

11. DEFAULTS, TERMINATION OF AGREEMENT

11.1 If the CONTRACTOR fails to timely perform the scope of work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

11.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12. INSURANCE

12.1. Prior to commencing the scope of work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributory basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

12.2. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

12.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$5,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. Coverage shall include passenger liability.

12.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

13. WAIVER OF BREACH

13.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

14. INDEMNITY

14.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

14.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

14.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

14.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

14.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

15. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

15.1 This Agreement consists of the terms and conditions provided herein; the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein); the scope of services attached as Exhibit "A"; all applicable federal grant requirements attached as Exhibit "B"; and, the CONTRACTOR's rate attached as Exhibit "C". To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement along with Exhibit "B" shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein) and the scope of services attached as Exhibit "A") next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

15.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

16. ASSIGNMENT

16.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

17. SUCCESSORS AND ASSIGNS

17.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

18. WAIVER OF TRIAL BY JURY

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

19. GOVERNING LAW AND REMEDIES

19.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

19.2 No remedy herein 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.

20. TIME IS OF THE ESSENCE

20.1 Time is of the essence in the completion of the scope of work as specified herein.

21. NOTICES

21.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City of Lake Worth Beach
Attn: City Manager
7 North Dixie Highway
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

TFR Enterprises.
Attn: Tipton Rowland, Owner/CEO
601 Leander Dr.
Leander, TX 78641

22. SEVERABILITY

22.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

23. DELAYS AND FORCES OF NATURE

23.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

23.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

24. COUNTERPARTS

24.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed with electronic signatures.

25. LIMITATIONS OF LIABILITY

25.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

26. PUBLIC ENTITY CRIMES

26.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

27. RECITALS AND PREPARATION

27.1 The Recitals set out at the beginning of this Agreement are incorporated as true and correct statements of the CITY and CONTRACTOR.

27.2 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

28. PALM BEACH COUNTY INSPECTOR GENERAL

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

29. ENFORCEMENT COSTS

29.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

30. PUBLIC RECORDS

30.1 CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

31. COPYRIGHTS AND/OR PATENT RIGHTS

31.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

32. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

32.1 CONTRACTOR certifies that all material, equipment, etc., contained in this proposal meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

33. FEDERAL AND STATE TAX

33.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONTRACTOR be authorized to use the CITY's tax Exemption Number in securing such materials.

34. PROTECTION OF PROPERTY

34.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

35. DAMAGE TO PERSONS OR PROPERTY

35.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and the CONTRACTOR shall save the CITY harmless from all claims made on account of such damages.

36. WARRANTY

36.1 CONTRACTOR warrants and guarantees to the CITY that the Scope of Work provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all goods and parts supplied under the Scope of Work and this Agreement shall be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR guarantees that all services and labor performed under the Scope of Work and this Agreement will be free from defects for a minimum of one (1) year from the final completion of the Scope of Work.

CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under the Scope of Work. CONTRACTOR agrees to pay for all transportation and handling costs of returning the boilers, if required, for repair or replacement. If a boiler(s) must be returned, CONTRACTOR, shall provide a replacement boiler(s) for the duration.

37. E-VERIFY

Pursuant to Section 448.095(2), the CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

38. SCRUTINIZED COMPANIES

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

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

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

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

38.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the City of the same.

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

39. SURVIVABILITY

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

40. WORK FOR HIRE

40.1 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the CONTRACTOR or its subcontractors under this Agreement shall be considered a "Work for Hire" and the exclusive property of the CITY. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, CONTRACTOR and CONTRACTOR's Subcontractors will assign to the CITY all right, title and interest in and to CONTRACTOR and/or CONTRACTOR's Subcontractors' copyright(s) for such Documents. CONTRACTOR shall execute and deliver to CITY such instruments of transfer and take such other action that CITY may reasonable request, including, without limitation, executing and filing, at CITY's expense, copyright applications, assignments and other documents required for the protection of CITY's right to such Documents. The CONTRACTOR shall retain copies of the Documents for a period of three (3) years from the date of completion of the scope of services. The CITY grants to the CONTRACTOR and CONTRACTOR's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the CONTRACTOR or the CONTRACTOR's Subcontractors in future projects of the CONTRACTOR or CONTRACTOR's Subcontractors with said right and/or limited license to use a portion at CONTRACTOR's or CONTRACTOR's Subcontractor's own risk and without any liability to CITY. Any modifications made by the CITY to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the CONTRACTOR will be at the CITY's sole risk and without liability to the CONTRACTOR.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Contractor Agreement (Disaster Debris Removal and Haul-Off Emergency Services) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: TFR ENTERPRISES

By: _____




[Corporate Seal]

STATE Texas)
COUNTY Williamson)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 1st day of November, 2023, by **TFR Enterprises**, a Corporation, authorized to do business in the State of Florida, who is personally known to me or who has produced personally known as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Contractor to the same.

Tiffany J. Jean
Notary Public Signature

Notary Seal:

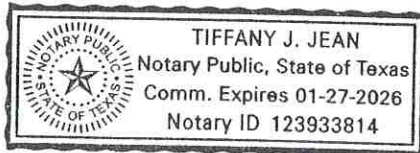


Exhibit "A"
IFB Scope of Services

The objective of this Agreement is to secure the services of an experienced CONTRACTOR who 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. The CONTRACTOR must be capable of assembling, directing, and managing a work force that can complete the debris management operations in ninety (90) days or less.

This is an acknowledgement that FEMA financial assistance may be used to fund the resulting contract. The CONTRACTOR shall perform all work in compliance with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives in order to maximize recovery of reimbursable expenses. This shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished. This includes compliance with any disaster monitoring services the CITY may have under contract.

The CONTRACTOR may be required, at the CITY's discretion, to be under the direction of an agent of the CITY.

While intended to cover debris management needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to the City of Lake Worth Beach. 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.

If activation is required, the CITY intends to activate contracts on an as-needed basis as solely determined by the CITY. The CITY intends to activate the CONTRACTORS in the order of final ranking as best meets the needs of the CITY. The CITY 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.

The CITY does not envision the need for multiple contracts to carry out the debris removal and disposal work throughout the City. 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 CITY payment and between subsequent payments, as well as the capacity to provide the necessary 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.

This will be a contingency contract that will be activated via purchase order only in the face of an emergency or immediately after an emergency. As such, no compensation will accrue to the CONTRACTOR unless and until a purchase order is issued either in anticipation of a natural disaster or immediately after such disaster. Each purchase order will contain a price ceiling (not-to-exceed amount) that the CONTRACTOR exceeds at its own risk.

The CITY does not guarantee a CONTRACTOR will be activated under this contract.

The CITY'S goal is to complete the debris removal and disposal process post-event in ninety (90) days. This assumes that the entire area of the city 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 city simultaneously immediately after a storm.

CONTRACTOR shall be immediately available and committed to assisting the CITY in the aftermath of an emergency or major disaster. 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 contract and specific purchase order. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. Notwithstanding, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

When a major disaster or emergency occurs or is imminent, the CITY intends to contact the CONTRACTOR awarded Debris Removal and Disposal contracts to advise them of the CITY's intent to activate the Contracts via purchase order. Debris removal will generally be limited to debris in, upon, or brought to City residential private and public streets and roads, rights-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 CITY). The CONTRACTOR will be responsible for determining the method and manner of debris removal and lawful disposal operations, consistent with the CITY's Debris Management Plan. Disposal of debris will be at CITY 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.

When a major disaster or emergency occurs or is imminent, the CITY 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 CITY. Subsequently, the CITY will issue the first Purchase Order which will authorize the CONTRACTOR to send an Operations Manager to the CITY within 24 hours of receiving such Purchase Order to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the stipulated work. The CONTRACTOR should anticipate receiving this first Purchase Order 24 to 72 hours before projected landfall of a hurricane. Depending on the nature of the storm and circumstances, the CITY may activate more than one (1) CONTRACTOR. CONTRACTOR will generally be activated in order of final ranking.

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 CITY will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.

The CITY 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.

The CONTRACTOR will operate the Temporary Debris Sites and only CONTRACTOR vehicles and others specifically authorized by the CITY 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.

Putrescible residential garbage will be collected by CITY or its franchise waste haulers and is not to be collected or transported by CONTRACTOR forces.

Scope of Services/Overview

This section is divided into three (3) subsections:

- I. Debris Removal and Disposal Operations from residential public and private streets, roads and rights-of-way and delivered to a Temporary Debris Site.
- II. 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 CITY Emergency Management Coordinator.
- III. Processing, Loading and Hauling Material from Temporary Debris Site to final destination.

Specific work authorizations by the CITY will be through written Purchase Orders. Purchase 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 a Purchase Order will be separately negotiated and approved via separate Purchase Order. The CITY reserves the right to extend operations on a weekly basis. Performance will be by the metrics established in the Purchase Order(s). After 1/3 and again after 2/3 of the stipulated number of days of work in the Purchase Order have elapsed, the CONTRACTOR(s) shall provide written progress report to the CITY for review and acceptance. The CITY shall have the right to correct for CONTRACTOR's default or underperformance by any means it deems in its best interest.

The CONTRACTOR shall commence mobilization immediately upon receipt of the mobilization Purchase 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 CITY may issue additional Purchase Orders to define more precisely the work to be accomplished or to authorize additional work. The CONTRACTOR shall perform in accordance with each Purchase Order in all designated Collection Service Areas established by the CITY. Each Purchase Order will be uniquely numbered.

The CONTRACTOR is authorized to collect debris during daylight hours, seven (7) days per week. Any deviations from this schedule will require CITY approval. The CONTRACTOR shall not remove debris from private property without express pre-approval provided by the CITY.

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 CITY Emergency Management Coordinator prior to issuance of the first Purchase Order.

The quantity of work required from this IFB is estimated. The actual effort required may be more or less than the estimated amount shown in Exhibit "C", Schedule of Unit Prices. Payment will be made at the unit rates proposed. The output will be verified by the CITY 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.

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 CITY.

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.

The CONTRACTOR shall provide contact information for all key personnel to the CITY 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 CITY inquiries at all times.

I. Debris Removal and Disposal Operations

1. General

The purpose of this section is to define the requirements for debris removal and disposal operations after any catastrophic disaster within the City. The CITY may designate zones for collection and disposal of debris. CONTRACTORS will be tasked with a service area(s) for this specific work.

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.

2. Services

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.

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.

The work shall consist of clearing and removing disaster generated debris as directed by the CITY Emergency Management Coordinator. CONTRACTOR shall provide collection equipment the day following a natural disaster or as directed by the CITY and shall provide equipment sufficient to collect a minimum of 1,000 cubic yards of debris per day within ten (10) calendar days of collection commencement. Failure to provide sufficient equipment necessary to collect required amount may result in the CITY entering into a separate agreement with another contractor for collection services.

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

It is the CITY's goal is to ensure that Vegetation and Construction/Demolition debris remain separate purchase 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.

Work may include:

1. First pass to clear debris from emergency evacuation routes, access roads to critical facilities and all primary roadways.
2. Clearing debris from residential private and public road right of ways.
3. Loading the debris.
4. Hauling the debris to an approved Temporary Debris Site or an authorized landfill.
5. Dumping the debris at the Temporary Debris Site or at an authorized landfill.

Debris delivered to a Temporary Debris Site or authorized landfill will be paid based on the per cubic yard price according to Exhibit "C", Schedule of Unit Prices, as awarded.

2.2 Hourly Rate Clearing

From 0-70 hours following a disaster CONTRACTOR, as designated by the CITY, shall provide the clearing services on an hourly rate that shall include the following:

1. Clear debris from emergency evacuation routes, access roads to critical facilities, and primary roadways.
2. Perform emergency removal of debris if needed for life-saving measures.
3. Conduct daily briefings with debris managers and other officials to update progress and discuss issues.
4. Develop a traffic control plan along potential haul routes and at debris management and disposal sites.

The Schedule of Unit Prices, Exhibit "C", lists unit-prices for the services sought including removal of stumps, tree limbs and trees. FEMA has specific guidelines for reimbursing the removal of stumps, tree limbs and trees on a unit cost basis. Unless the CITY agrees to a CY basis for payment via purchase order, the CONTRACTOR shall adhere to FEMA's guidelines in order for the CITY to recover all costs related to the removal of stumps, tree limbs and trees on a unity cost basis.

General Eligibility re: Hazardous Trees and Stumps

- FEMA prefers that applicants procure branch or limb removal for a one time per-tree charge (rather than per branch or limb), as it is more cost effective.
- If payments are to be on a per-item basis, rather than by volume (CY) or weight, FEMA has additional eligibility criteria/documentation requirements (outlined below).

Broken Limbs/Branches

- FEMA will only fund removal of hazardous branches and limbs if the limb/branch is 2" or larger in diameter, measured at the point of break, and poses an immediate threat.
- Only the minimum cut necessary to remove the hazard is eligible (can't cut the branch at trunk, if cutting a closer junction would eliminate the threat).
- FEMA will not fund removal on private property unless:
 - The limb/branch extends over the public ROW;
 - The City can remove the hazard from the public ROW without entering private property

Tree Removal

- FEMA will only fund removal of hazardous trees if the tree has a diameter of 6" or greater measured 4.5 ft. above the grounds AND the tree:
 - Has a split trunk;
 - Has a broken canopy;
 - Is leaning at an angle great than 30 degrees.
- If 50% or more of the root ball is exposed, removal of tree and root ball and filling the hole are eligible. FEMA will not reimburse removal of the tree and its root ball separately.
- If less than 50% of the root ball is exposed, FEMA will reimburse the cost to flush cut at the ground and dispose of the cut portion based on volume/weight.

Stump Removal

- As noted, for stumps that have 50% or more of the root ball exposed, FEMA will reimburse the stump removal and filling the hole. If grinding the stump in place is less costly than extraction, then grinding is eligible.

Reimbursement of Costs Per-Stump

- FEMA only reimburses on a per-stump basis if:
 - Stump is 2 ft. or larger in diameter measured 2 ft. above the ground; and
 - Extraction is required as part of removal.
- The per stump price must include extraction, transport, disposal, and filling the hole.
- For stumps smaller than 2 ft in diameter or for stumps of any size that do not require extraction, FEMA only funds based on volume/weight calculated using the attached Stump Conversion Table (Appendix E).
- For costs to pick up stumps 2 ft or larger in diameter that the contractor did not extract, the City should complete the attached Hazardous Stump Worksheet (Appendix F) and present documentation to substantiate the costs as reasonable.

Documentation Requirements

To support the eligibility of removing limbs, branches, trees, or stumps that are still in place, the CONTRACTOR must provide the CITY with the following:

- Specifics of the immediate threat with the U.S. National Grid (USNG) location and photograph or video documentation that establishes the item is on public property;

- Diameter of each item removed (measurement must be 2 feet up the trunk from the ground for stumps and 4.5 feet up for trees);
 - Contractor will be expected to maintain photos evidencing the above criteria. Photos demonstrating the hazardous nature of the tree, limb/branch, or stump must capture the size of the tree, limb/branch, or stump as well as the location in relation to the right-of-way. Photos aimed skyward or that otherwise do not demonstrate the vegetative debris' location in relation to right-of-way will not be accepted.
- Quantity of material to fill root-ball holes; and
- Equipment used to perform the work.

The CONTRACTOR shall not move from one designated Collection Service Area to another area without prior approval from the CITY Emergency Management Coordinator or designee. CONTRACTORS and/or subcontractors that move to a designated Collection Service Area without prior CITY approval may be terminated immediately. The CITY 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 CITY 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 CITY.

The CITY 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.

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 CITY 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.

2.3 Equipment

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:

1. Fencing must be permanently attached to one side of the truck bed.
2. After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire.
3. Fencing must extend to the bottom of the bed.
4. After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations.

5. Solid iron metal bars must be secured to both sides of the fencing.
6. There shall be no hand loaded equipment allowed.

The CITY 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 CITY 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.

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 CITY Inspector.

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.

2.4 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 CITY approved temporary debris site which may result in non-payment to CONTRACTOR.

2.5 Equipment Signage

Prior to commencing operations, the CITY 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 CITY certification with them at all times. Placards must remain on both sides of equipment.

2.6 Other Considerations

The CONTRACTOR shall assign and provide an Operations Manager (OM) to the CITY Debris Management Center to serve as the principal liaison between the CITY 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 CITY 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 CITY Emergency Management Coordinator within 30 minutes of notification.

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.

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.

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 a CITY loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the Temporary Debris Site by a CITY Temporary Debris Site monitor. The estimated quantity will be recorded on the electronic or paper load ticket. The CITY 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.

II. Temporary Debris Site Operations

1. General

The purpose of this section is to define the requirements for Temporary Debris Site Operations after any catastrophic disaster within Palm Beach County.

The CONTRACTOR shall use only Temporary Debris Sites designated by the CITY Emergency Management Coordinator.

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. The 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 CITY.

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.

2. Temporary Debris Site Services

2.1 Site Setup/Preparation and Site Closeout/Restoration

Site setup/preparation and site closeout/restoration shall be compensated on a time and materials basis in accordance with the hourly rates provided in the Schedule of Unit Prices, Exhibit "C", as awarded. Site set-up/ Preparation / closeout / restoration includes: clearing, stripping, hauling, fill placement, constructing / deconstructing processing pads, lime rock or crushed concrete access roads, sodding, and any other similar activity necessary to make the site usable for its intended purposes and to return the site to its original condition. Do not include any materials in calculating the hourly rates in the Schedule of Unit Prices, Exhibit "C".

2.2 Temporary Debris Site Operations and Material Processing

Temporary Debris Site operations and material processing shall be compensated in accordance with the unit prices provided in the Schedule of Unit Prices, Exhibit "C", as awarded. The CONTRACTOR shall provide equipment, operators, and laborers for Temporary Debris Site operations as specified by the Purchase Order. Unit prices provided in the Exhibit "C", Schedule of Unit Prices, 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 the resulting contract. 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 CITY shall provide a front-load garbage container and collection service of the container at each Temporary Debris Site. CONTRACTOR shall be responsible for cleaning up all trash and litter generated on the site from daily operations and depositing into the container for collection. The entrance roadway and surrounding area within ½ mile of the site's entrance shall be cleaned daily by the CONTRACTOR. **All pre-storm identified sites shall be opened by the CONTRACTOR within three (3) calendar days after receiving approval from the CITY to operate the debris site. Failure to open sites with proper equipment and**

necessary personnel will result in liquidated damages of \$500 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 CITY Emergency Management Coordinator.

The CITY plans to use two types of Temporary Debris Sites.

1. Vegetative Temporary Debris Sites will be devoted to the reduction of clean woody debris by either burning or grinding. The CITY expects the material to be recycled and or beneficially re-used if processed by grinding.
2. Depending upon the size and type of devastation the CITY may require a separate Construction & Demolition (C&D) staging area, mixed debris staging area and a separate Household Hazardous Waste staging area. The CITY requests that PROPOSER implements recycling and or reduction programs to minimize the quantity of construction debris material to be land filled.

Material coming into the Vegetative or C&D Temporary Debris Sites will be measured and paid for by the cubic yard according to the Exhibit "C", Schedule of Unit Prices. Material removed and transported from a C&D Temporary Debris Site will be measured and paid by the cubic yard according to the Exhibit "C", Schedule of Unit Prices, as awarded.

Locations of all Temporary Debris Sites will be approved by the CITY. The CITY Emergency Management Coordinator must approve site improvements before work begins and any costs, other than those in the Exhibit "C", Schedule of Unit Prices, as awarded, that might have been negotiated under a Purchase Order shall be documented for payment.

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.

3. Reporting

The CONTRACTOR shall submit a report to the CITY Emergency Management Coordinator or designee by close of business each day of the term of the Purchase Order. Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Daily and cumulative hours for each piece of equipment, if appropriate
4. Daily and cumulative hours for personnel, by position, if appropriate
5. Volumes of debris handled

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 CITY.

4. Other Considerations

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.

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 \$500.00 per day for every day the site has to remain closed.**

III. Processing, Loading and Hauling Material

1. General

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 CITY. The CITY 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 CITY. All wood chips, construction and/or mixed debris shall be disposed of in accordance with all Local, State of Florida and Federal guidelines.

CONTRACTOR will provide detailed listing to the CITY 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.

2. Miscellaneous Requirements

2.1 Temporary Debris Site Foreman

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.

The Temporary Debris Site foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the CITY Emergency Management Coordinator or designee.

2.2 Temporary Debris Site Night Foreman

The Temporary Debris Site night foreman must be an employee of the CONTRACTOR and is responsible for managing all night operations approved by the CITY.

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 CITY Emergency Management Coordinator or designee.

2.3 Temporary Debris Site Management Plan

Once the Temporary Debris Site is identified by the CITY, the CONTRACTOR will provide a Site Management Plan.

Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address the following functions:

1. Access to site

2. Site preparation -clearing, erosion control, and grading
3. Traffic control procedures
4. Safety
5. Segregation of debris
6. Location of ash disposal area, hazardous material containment area, CONTRACTOR work area, and inspection tower
7. 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
8. Location of existing structures or sensitive areas requiring protection

2.4 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.

2.5 Grinding Operation

The CONTRACTOR shall have the ability to mobilize grinders on site and in operation within 72 hours of a natural disaster. **Failure to provide grinder(s) on site in operation within 72 hours may result in liquidated damages of \$500 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 \$50 fine per hour per approved hours of grinding operation per day until grinding activity resumes.**

2.6 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.

3. Performance of Contractor

It is the intent of the Agreement is 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.

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 CITY liquidated damages of \$500 per day for each day not opened.**
2. **Closure of Temporary Debris Site due to CONTRACTOR equipment or operational failures liquidated damages of \$500 per day, for each day site must remain closed.**

Failure to provide back-up grinders within 24 hours of equipment breakdown liquidated damages of \$50 per hour per approved grinding hours of operation per day.

CONTRACTOR may also be subject to non-payment and liquidated damages of \$50 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.

CONTRACTOR may be immediately terminated and may not paid for the following:

1. Collection of any non-eligible, non-CITY approved stumps or debris.
2. Moving to another designated Collection Service Area without prior CITY approval.
3. Failure to provide service in accordance to guidelines set forth by FEMA and the CITY.
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.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected CONTRACTOR(S) or in specific purchase orders.

END OF SCOPE OF SERVICES

Exhibit "B"

Federal Contract Provisions

The Contractor hereby agrees that the following terms, at a minimum, will be incorporated into the contract, which is funded in whole or in part with any federal or other funding where the following terms are applicable:

Equal Employment Opportunity. During the performance of the resulting contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic,

including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. DOJ, the State of Florida, or the CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2

C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification, as laid out in Exhibit I, is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida or the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification as laid out in Exhibit J. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered materials.

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

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

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Access to Records.

(1) The Contractor agrees to provide the State of Florida, the CITY, the DOJ Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the DOJ Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags.

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

Compliance with Federal Law, Regulations, and Executive Orders.

By signing this agreement, the Contractor acknowledges that federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives.

No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Affirmative Steps. Required Affirmative Steps

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Domestic preferences for procurements.

- (1) As appropriate and to the extent consistent with law, the Contractor should purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- (2) For purposes of this section:
 - (a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Prohibition on certain telecommunications and video surveillance services or equipment.

(1) The Contractor is prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), the City shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

IFB #23-123 Disaster Debris Removal and Haul-off Emergency Services

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—
Lower-Tier Covered Transactions**

"Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities." (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

- *Nonprocurement Transaction:* A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction:* (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed \$25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant:* Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal:* An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions:* The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment:* Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension:* Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)
- *Ineligible or Ineligibility:* A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)

- *Person*: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded*: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

Instructions for Certification

1. By signing or certifying and submitting this application, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by signing or certifying and submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—
Lower-Tier Covered Transactions**

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this application, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TFR Enterprises, Inc


Contractor Name

Tipton F. Rowland

Name

CEO

Title


Signature

9/5/2023

Date

(B12)

IFB #23-123 Disaster Debris Removal and Haul-off Emergency Services

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor TFR Enterprises, Inc certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Tipton F Rowland, CEO

Name and Title of Contractor's Authorized Official

9/5/2023

Date

END OF IFB PACKAGE

EXHIBIT "C"
Unit Price Schedule
(from the Contractor's Bid)

SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work set forth in the Scope of Work. In the event additional work is added to the contract by Change Order, the following unit prices will be utilized (as applicable). The quantities below are estimated quantities. City does not guarantee a minimum order and reserves the right to adjust these quantities as considered in the best interest of the City. The bidder acknowledges that no additional payment will be made for adjustments in the quantities.

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 for the purpose of making an award. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster. Assumptions: 80,000 cubic yards of debris consisting of 60,000 cubic yards of vegetation debris and 20,000 cubic yards of mixed debris.

Bidders shall provide unit prices for all items to be considered for award.

PART A - VOLUME BASED PRICING FOR 60,000+ CUBIC YARD (CY) DEBRIS DISASTER

DESCRIPTION	ESTIMATED QUANTITY	UNIT	PRICE PER CY	EXTENDED TOTAL
1.0 Public Property and Right of Way Collection, Loading and Hauling to a designated Temporary Debris Site.				
A. Vegetation	60,000	CY	9.75	585,000.00
B. Construction Debris / Mixed Debris	20,000	CY	16.75	335,000.00
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.	80,000	CY	1.00	80,000.00
3.0 Processing of debris through grinding and/or chipping.	60,000	CY	3.65	219,000.00
4.0 Loading, hauling and disposing wood chips to final	24,000	CY	10.75	258,000.00
5.0 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. (This rate shall not include disposal cost). Miles from TDRS to final destination - 1 way.				
A. 0 ≤ 20 miles	20,000	CY	6.50	130,000.00
B. > 20 ≤ 50 miles	20,000	CY	7.50	150,000.00
C. > 50 ≤ 80 miles	20,000	CY	7.60	152,000.00
D. > 80 ≤ 110 miles	20,000	CY	7.70	154,000.00
E. > 110 ≤ 200 miles	20,000	CY	7.90	158,000.00
TOTAL OFFER PART A:				2,221,000.00

PART B - HOURLY RATES

EQUIPMENT AND LABOR RATES			
EQUIPMENT TYPE	HOURLY EQUIPMENT RATE	HOURLY LABOR RATE	TOTAL HOURLY RATE
Bobcat Loader	90.00	50.00	140.00
Crew Foreman w/ Cell Phone and Pickup	20.00	50.00	70.00
Dozer, Tracked, D5 or similar	35.00	50.00	85.00
Dozer, Tracked, D6 or similar	40.00	50.00	90.00
Dozer, Tracked, D7 or similar	95.00	50.00	145.00
Dozer, Tracked, D8 or similar	140.00	50.00	190.00
Dump Truck, 18 CY-20 CY	115.00	50.00	165.00
Dump Truck, 21CY-30 CY	125.00	50.00	175.00
Generator and Lighting	95.00	N/A	95.00
Grader w/ 12' Blade	110.00	50.00	160.00
Hydraulic Excavator, 1.5 CY	115.00	50.00	165.00
Hydraulic Excavator, 2.5 CY	125.00	50.00	175.00
Knuckleboom Loader	240.00	50.00	290.00
Laborer w/ Chain Saw	5.00	50.00	55.00
Laborer w/ small tools, traffic control, flag person	5.00	50.00	55.00
Lowboy Trailer w/ Tractor	65.00	50.00	115.00
Operations Manager w/ Cell Phone and Pickup	20.00	50.00	70.00
Pickup Truck, .5 Ton	20.00	N/A	20.00
Soil Compactor 81 HP+	60.00	50.00	110.00
Soil Compactor to 80 HP	50.00	50.00	100.00
Soil Compactor, Towed Unit	80.00	50.00	130.00
Truck, Flatbed	10.00	50.00	60.00
Tub Grinder, 800 to 1,000 HP	440.00	50.00	490.00
Water Truck	60.00	50.00	110.00
Wheel Loader, 2.5 CY, 950 or similar	140.00	50.00	190.00
Wheel Loader, 3.5-4.0 CY, 986 or similar	145.00	50.00	195.00
Wheel Loader, 4.5 CY, 980 or similar	195.00	50.00	235.00
Wheel Loader-Backhoe, 1.0-1.5 CY	90.00	50.00	140.00
Other - Please List			

Attach additional sheet with equipment type and labor rates, if needed

IFB #23-123 Disaster Debris Removal and Haul-off Emergency Services

PART C - UNIT COST SCHEDULE

ITEM	HAZARDOUS STUMP REMOVAL, HAULING, AND DISPOSAL	UNIT	UNIT COST
1	6 inch diameter to 12 inch diameter	Stump	100.00
2	13 inch diameter to 24 inch diameter	Stump	200.00
3	25 inch diameter to 48 inch diameter	Stump	400.00
4	49 inch diameter and greater	Stump	600.00
5	Stump Fill Dirt - Fill dirt for stump holes after removal	CY	19.00
HAZARDOUS TREE REMOVAL, HAULING, AND DISPOSAL			
6	6 inch diameter to 12 inch diameter	Tree	115.00
7	13 inch diameter to 24 inch diameter	Tree	275.00
8	25 inch diameter to 48 inch diameter	Tree	475.00
9	49 inch diameter and greater	Tree	900.00
HAZARDOUS HANGING LIMB REMOVAL To include removal of all hanging limbs. Limbs to be cut and placed on the right of way for collection as vegetative debris			
10	2 inch diameter and greater	Tree	115.00

The City anticipates issuing task/purchase orders to the selected bidders based on the unit prices set forth above in this Schedule of Unit Prices (as awarded). However, the City may issue task/purchase orders in whole or in part based on a time and material basis. The City reserves the right to determine which compensation method will be utilized and, if time and material basis is to be used, the City will set a Not-to-Exceed price for the task/purchase order (with all costs above that to be at the Contractor's risk) and with sufficient City oversight.

Name of Bidder: TFR Enterprises

Address: 601 Leander Dr. City Leander ST TX Zip 78641

Phone: (512) 565-0710 Email: tiffany@tfrinc.com

Print Name: Tipton Rowland Title: Owner/CEO

SIGNATURE:  Date: 09/05/2023

CONTRACTOR AGREEMENT

(Disaster Debris Removal and Haul-Off Emergency Services)

THIS CONTRACTOR AGREEMENT ("Agreement" hereinafter) is made this _____, between the **City of Lake Worth Beach**, Florida, a municipal corporation, hereinafter the "CITY", with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Ceres Environmental Services, Inc.**, a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 6968 Professional Parkway, Sarasota, FL 34240.

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the CITY's Charter and the Constitution of the State of Florida;

WHEREAS, the CITY issued Invitation for Bids # 23-123 for Disaster Debris Removal and Haul-Off Emergency Services (hereinafter "IFB"); and

WHEREAS, CONTRACTOR submitted a bid to perform the services described and set out in the IFB's Scope of Services, which Scope of Services is attached hereto and incorporated herein by reference as **Exhibit "A"**; and

WHEREAS, the CITY desires to accept the CONTRACTOR's bid for the CONTRACTOR to render the required services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, this Agreement has been identified as providing essential services which is anticipated to be needed by the CITY in the event of a hurricane or other disaster in order to provide the services for the benefit of the public health, safety and welfare; and

WHEREAS, CONTRACTOR acknowledges and agrees that in such event, the CITY may apply to the State of Florida or the federal government for funds which will be used to pay CONTRACTOR or reimburse the CITY for payments made to CONTRACTOR and that the federal government will only consider reimbursing for contracts which contain the requisite FEMA provisions; and

WHEREAS, CONTRACTOR acknowledges and agrees that any services performed under this Agreement and pursuant to the IFB will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives; and

WHEREAS, CONTRACTOR acknowledges and agrees to the terms set forth in IFB and **Exhibit "B"**, which are the provisions required to be included in contracts funded by federal grants, including FEMA Public Assistance (see 2 C.F.R. § 200.326 and applicable FEMA guidance); and

WHEREAS, the CITY finds making the non-exclusive award of the IFB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

The initial term of this non-exclusive Agreement shall be from the date of execution by the CITY for an initial term of three (3) years with two (2) additional one (1) year renewal options unless earlier terminated in accordance with the terms of this Agreement. The CONTRACTOR's rates shall remain firm for the first three (3) years of the Agreement subject to terms and conditions to be negotiated on requests for consideration of a price adjustment after the initial term.

2. SCOPE OF WORK

2.1 The scope of work includes the removal and lawful disposal of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property and public rights-of-ways immediately after a hurricane or other disaster. The CONTRACTOR understands that the CITY is entering this Agreement is to secure the services of an experienced contractor who 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. The CONTRACTOR must be capable of assembling, directing, and managing a work force that can complete the debris management operations in ninety (90) days or less.

- a. The CONTRACTOR shall have a phone number at which they can be immediately contacted twenty-four hours a day.
- b. The CONTRACTOR shall work with designated CITY employees to develop schedules for the respective locations. The services shall be scheduled such that it does not disrupt CITY functions and normal day-to-day operations of the CITY.
- c. Project Manager - The CONTRACTOR shall provide a project manager who shall be responsible for the overall management and coordination of this Agreement and who shall act as the central point of contact with the CITY.
- d. On-Site Supervisor - The CONTRACTOR shall provide supervisory personnel essential to accomplish all work required. On-site supervisor must be trained and possess the necessary competency to make sufficient daily inspections to ensure that work has been and is being performed as required under this contract.
- e. Conduct - The CITY has the sole right to request removal of any contracted employee for reasonable cause. The CONTRACTOR's supervisor shall be responsible for the conduct and performance of the CONTRACTOR's employees.
- f. Purchase order(s) - This non-exclusive agreement does not guarantee that they CITY will utilize the CONTRACTOR in any capacity or for any services identified herein. When the CITY identifies a need for the CONTRACTOR's services, the CONTRACTOR will be activated via purchase order only in the face of an emergency or immediately after an emergency. Any job requirements or rates not covered by a Purchase Order will be separately negotiated and approved via separate Change Order.

- g. Subcontractors - If subcontractor (s) are to be utilized for services, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women business enterprise and labor surplus area firms are solicited and used when possible. The CONTRACTOR shall provide a written proposal from the subcontractor(s) and attach the same with to the CONTRACTOR's proposal submitted to the CITY.

2.2 The CITY intends to activate the CONTRACTOR's services on an as-needed basis solely determined by the CITY. Depending on the nature of the storm and circumstances, the CITY may activate more than one (1) contractor. The CITY 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.

2.3 The CONTRACTOR represents that it is experienced and proficient in all phases of providing disaster debris removal, Haul-Off Emergency and related services to the CITY in an event of a natural disaster or other emergency related crises.

2.4 The CONTRACTOR represents to the CITY that the Scope of Work provided under this Agreement and IFB shall be in accordance with accepted and established trade practices, standards and procedures recognized in the CONTRACTOR's trade in general and that the supplied services shall conform to the highest standards and in accordance with this Agreement.

2.5 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.6 The scope of work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.7 The scope of work shall be completed in accordance with the terms and conditions set forth in the IFB and this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the scope of work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the scope of work 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 scope of work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the scope of work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. FEE AND ORDERING MECHANISM

4.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to compensation at the amount set forth in CONTRACTOR's rate attached hereto as **Exhibit "C"**. After the first three (3) years of this Agreement, if due to applicable price escalations and/or reductions which impact the CONTRACTOR's rate, the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish a new rate for the renewal term(s). The City Manager may approve renewals of this Agreement and rate increases deemed reasonable by the CITY.

4.2 Should the CITY require additional goods or services, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code prior to any such additional goods or services being provided by the CONTRACTOR.

4.3 The CITY's ordering mechanism for the scope of work performed under this Agreement will be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. The CITY's Fiscal Year ends on September 30th of each calendar year and the CITY cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order for required and approved goods and/or services.

4.4 This Agreement does not guarantee that the CITY will utilize the CONTRACTOR in any capacity or for any services hereunder. When the CITY identifies a need for the CONTRACTOR's services, the CITY will issue the CONTRACTOR with a Purchase Order specifying the work required. The CONTRACTOR shall commence the identified services upon the CITY's approval of the Purchase Order for the services and issuance of a notice to proceed.

5. MAXIMUM COSTS

5.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the scope of work in accordance with the IFB and this Agreement is not to exceed **the amount(s) set forth in the approved Purchase Order issued to the CONTRACTOR annually or on case by case basis**, and no additional costs shall be authorized without prior written approval from the CITY. The annual Not To Exceed amount which may be approved by the CITY Manager or designee via a CITY Purchase Order under this Agreement is **\$250,000.00** (Two Hundred Fifty Thousand Dollars).

6. INVOICE & PAYMENT

6.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

6.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

7. AUDIT BY CITY

7.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

8. COPIES OF DATA/DOCUMENTS

8.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

9. OWNERSHIP

9.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

10. WRITTEN AUTHORIZATION REQUIRED

10.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or goods. Additional services or goods provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

11. DEFAULTS, TERMINATION OF AGREEMENT

11.1 If the CONTRACTOR fails to timely perform the scope of work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

11.2 Notwithstanding paragraph 12.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12. INSURANCE

12.1. Prior to commencing the scope of work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributory basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

12.2. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

12.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$5,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. Coverage shall include passenger liability.

12.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

13. WAIVER OF BREACH

13.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

14. INDEMNITY

14.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

14.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

14.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

14.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time.

14.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

15. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

15.1 This Agreement consists of the terms and conditions provided herein; the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein); the scope of services attached as Exhibit "A"; all applicable federal grant requirements attached as Exhibit "B"; and, the CONTRACTOR's rate attached as Exhibit "C". To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement along with Exhibit "B" shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein) and the scope of services attached as Exhibit "A") next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

15.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

16. ASSIGNMENT

16.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

17. SUCCESSORS AND ASSIGNS

17.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

18. WAIVER OF TRIAL BY JURY

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

19. GOVERNING LAW AND REMEDIES

19.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

19.2 No remedy herein 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.

20. TIME IS OF THE ESSENCE

20.1 Time is of the essence in the completion of the scope of work as specified herein.

21. NOTICES

21.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City of Lake Worth Beach
Attn: City Manager
7 North Dixie Highway
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Ceres Environmental Services, Inc.
Attn: Tia Laurie, Corporate Secretary
6968 Professional Parkway
Sarasota

22. SEVERABILITY

22.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

23. DELAYS AND FORCES OF NATURE

23.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

23.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

24. COUNTERPARTS

24.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed with electronic signatures.

25. LIMITATIONS OF LIABILITY

25.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

26. PUBLIC ENTITY CRIMES

26.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

CONTRACTOR will advise the CITY immediately if it becomes aware of any violation of this statute.

27. RECITALS AND PREPARATION

27.1 The Recitals set out at the beginning of this Agreement are incorporated as true and correct statements of the CITY and CONTRACTOR.

27.2 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

28. PALM BEACH COUNTY INSPECTOR GENERAL

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

29. ENFORCEMENT COSTS

29.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

30. PUBLIC RECORDS

30.1 CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

31. COPYRIGHTS AND/OR PATENT RIGHTS

31.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

32. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

32.1 CONTRACTOR certifies that all material, equipment, etc., contained in this proposal meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

33. FEDERAL AND STATE TAX

33.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONTRACTOR be authorized to use the CITY's tax Exemption Number in securing such materials.

34. PROTECTION OF PROPERTY

34.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

35. DAMAGE TO PERSONS OR PROPERTY

35.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and the CONTRACTOR shall save the CITY harmless from all claims made on account of such damages.

36. WARRANTY

36.1 CONTRACTOR warrants and guarantees to the CITY that the Scope of Work provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all goods and parts supplied under the Scope of Work and this Agreement shall be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR guarantees that all services and labor performed under the Scope of Work and this Agreement will be free from defects for a minimum of one (1) year from the final completion of the Scope of Work.

CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under the Scope of Work. CONTRACTOR agrees to pay for all transportation and handling costs of returning the boilers, if required, for repair or replacement. If a boiler(s) must be returned, CONTRACTOR, shall provide a replacement boiler(s) for the duration.

37. E-VERIFY

Pursuant to Section 448.095(2), the CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

38. SCRUTINIZED COMPANIES

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

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

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

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

38.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the City of the same.

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

39. SURVIVABILITY

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

40. WORK FOR HIRE

40.1 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the CONTRACTOR or its subcontractors under this Agreement shall be considered a "Work for Hire" and the exclusive property of the CITY. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, CONTRACTOR and CONTRACTOR's Subcontractors will assign to the CITY all right, title and interest in and to CONTRACTOR and/or CONTRACTOR's Subcontractors' copyright(s) for such Documents. CONTRACTOR shall execute and deliver to CITY such instruments of transfer and take such other action that CITY may reasonable request, including, without limitation, executing and filing, at CITY's expense, copyright applications, assignments and other documents required for the protection of CITY's right to such Documents. The CONTRACTOR shall retain copies of the Documents for a period of three (3) years from the date of completion of the scope of services. The CITY grants to the CONTRACTOR and CONTRACTOR's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the CONTRACTOR or the CONTRACTOR's Subcontractors in future projects of the CONTRACTOR or CONTRACTOR's Subcontractors with said right and/or limited license to use a portion at CONTRACTOR's or CONTRACTOR's Subcontractor's own risk and without any liability to CITY. Any modifications made by the CITY to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the CONTRACTOR will be at the CITY's sole risk and without liability to the CONTRACTOR.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Contractor Agreement (Disaster Debris Removal and Haul-Off Emergency Services) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: CERES ENVIRONMENTAL SERVICES, INC.

By: Tia Laurie
Tia Laurie, Corporate Secretary

[Corporate Seal] N/A

STATE Florida
COUNTY Sarasota

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 2nd day of November, 2023, by **Ceres Environmental Services, Inc.**, a Corporation, authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Contractor to the same.

Tracey A. Mancini
Notary Public Signature

Tracey A. Mancini

Notary Seal:



Exhibit "A"
IFB Scope of Services

The objective of this Agreement is to secure the services of an experienced CONTRACTOR who 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. The CONTRACTOR must be capable of assembling, directing, and managing a work force that can complete the debris management operations in ninety (90) days or less.

This is an acknowledgement that FEMA financial assistance may be used to fund the resulting contract. The CONTRACTOR shall perform all work in compliance with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives in order to maximize recovery of reimbursable expenses. This shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished. This includes compliance with any disaster monitoring services the CITY may have under contract.

The CONTRACTOR may be required, at the CITY's discretion, to be under the direction of an agent of the CITY.

While intended to cover debris management needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to the City of Lake Worth Beach. 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.

If activation is required, the CITY intends to activate contracts on an as-needed basis as solely determined by the CITY. The CITY intends to activate the CONTRACTORS in the order of final ranking as best meets the needs of the CITY. The CITY 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.

The CITY does not envision the need for multiple contracts to carry out the debris removal and disposal work throughout the City. 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 CITY payment and between subsequent payments, as well as the capacity to provide the necessary 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.

This will be a contingency contract that will be activated via purchase order only in the face of an emergency or immediately after an emergency. As such, no compensation will accrue to the CONTRACTOR unless and until a purchase order is issued either in anticipation of a natural disaster or immediately after such disaster. Each purchase order will contain a price ceiling (not-to-exceed amount) that the CONTRACTOR exceeds at its own risk.

The CITY does not guarantee a CONTRACTOR will be activated under this contract.

The CITY'S goal is to complete the debris removal and disposal process post-event in ninety (90) days. This assumes that the entire area of the city 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 city simultaneously immediately after a storm.

CONTRACTOR shall be immediately available and committed to assisting the CITY in the aftermath of an emergency or major disaster. 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 contract and specific purchase order. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. Notwithstanding, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

When a major disaster or emergency occurs or is imminent, the CITY intends to contact the CONTRACTOR awarded Debris Removal and Disposal contracts to advise them of the CITY's intent to activate the Contracts via purchase order. Debris removal will generally be limited to debris in, upon, or brought to City residential private and public streets and roads, rights-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 CITY). The CONTRACTOR will be responsible for determining the method and manner of debris removal and lawful disposal operations, consistent with the CITY's Debris Management Plan. Disposal of debris will be at CITY 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.

When a major disaster or emergency occurs or is imminent, the CITY 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 CITY. Subsequently, the CITY will issue the first Purchase Order which will authorize the CONTRACTOR to send an Operations Manager to the CITY within 24 hours of receiving such Purchase Order to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the stipulated work. The CONTRACTOR should anticipate receiving this first Purchase Order 24 to 72 hours before projected landfall of a hurricane. Depending on the nature of the storm and circumstances, the CITY may activate more than one (1) CONTRACTOR. CONTRACTOR will generally be activated in order of final ranking.

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 CITY will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.

The CITY 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.

The CONTRACTOR will operate the Temporary Debris Sites and only CONTRACTOR vehicles and others specifically authorized by the CITY 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.

Putrescible residential garbage will be collected by CITY or its franchise waste haulers and is not to be collected or transported by CONTRACTOR forces.

Scope of Services/Overview

This section is divided into three (3) subsections:

- I. Debris Removal and Disposal Operations from residential public and private streets, roads and rights-of-way and delivered to a Temporary Debris Site.
- II. 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 CITY Emergency Management Coordinator.
- III. Processing, Loading and Hauling Material from Temporary Debris Site to final destination.

Specific work authorizations by the CITY will be through written Purchase Orders. Purchase 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 a Purchase Order will be separately negotiated and approved via separate Purchase Order. The CITY reserves the right to extend operations on a weekly basis. Performance will be by the metrics established in the Purchase Order(s). After 1/3 and again after 2/3 of the stipulated number of days of work in the Purchase Order have elapsed, the CONTRACTOR(s) shall provide written progress report to the CITY for review and acceptance. The CITY shall have the right to correct for CONTRACTOR's default or underperformance by any means it deems in its best interest.

The CONTRACTOR shall commence mobilization immediately upon receipt of the mobilization Purchase 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 CITY may issue additional Purchase Orders to define more precisely the work to be accomplished or to authorize additional work. The CONTRACTOR shall perform in accordance with each Purchase Order in all designated Collection Service Areas established by the CITY. Each Purchase Order will be uniquely numbered.

The CONTRACTOR is authorized to collect debris during daylight hours, seven (7) days per week. Any deviations from this schedule will require CITY approval. The CONTRACTOR shall not remove debris from private property without express pre-approval provided by the CITY.

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 CITY Emergency Management Coordinator prior to issuance of the first Purchase Order.

The quantity of work required from this IFB is estimated. The actual effort required may be more or less than the estimated amount shown in Exhibit "C", Schedule of Unit Prices. Payment will be made at the unit rates proposed. The output will be verified by the CITY 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.

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 CITY.

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.

The CONTRACTOR shall provide contact information for all key personnel to the CITY 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 CITY inquiries at all times.

I. Debris Removal and Disposal Operations

1. General

The purpose of this section is to define the requirements for debris removal and disposal operations after any catastrophic disaster within the City. The CITY may designate zones for collection and disposal of debris. CONTRACTORS will be tasked with a service area(s) for this specific work.

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.

2. Services

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.

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.

The work shall consist of clearing and removing disaster generated debris as directed by the CITY Emergency Management Coordinator. CONTRACTOR shall provide collection equipment the day following a natural disaster or as directed by the CITY and shall provide equipment sufficient to collect a minimum of 1,000 cubic yards of debris per day within ten (10) calendar days of collection commencement. Failure to provide sufficient equipment necessary to collect required amount may result in the CITY entering into a separate agreement with another contractor for collection services.

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

It is the CITY's goal is to ensure that Vegetation and Construction/Demolition debris remain separate purchase 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.

Work may include:

1. First pass to clear debris from emergency evacuation routes, access roads to critical facilities and all primary roadways.
2. Clearing debris from residential private and public road right of ways.
3. Loading the debris.
4. Hauling the debris to an approved Temporary Debris Site or an authorized landfill.
5. Dumping the debris at the Temporary Debris Site or at an authorized landfill.

Debris delivered to a Temporary Debris Site or authorized landfill will be paid based on the per cubic yard price according to Exhibit "C", Schedule of Unit Prices, as awarded.

2.2 Hourly Rate Clearing

From 0-70 hours following a disaster CONTRACTOR, as designated by the CITY, shall provide the clearing services on an hourly rate that shall include the following:

1. Clear debris from emergency evacuation routes, access roads to critical facilities, and primary roadways.
2. Perform emergency removal of debris if needed for life-saving measures.
3. Conduct daily briefings with debris managers and other officials to update progress and discuss issues.
4. Develop a traffic control plan along potential haul routes and at debris management and disposal sites.

The Schedule of Unit Prices, Exhibit "C", lists unit-prices for the services sought including removal of stumps, tree limbs and trees. FEMA has specific guidelines for reimbursing the removal of stumps, tree limbs and trees on a unit cost basis. Unless the CITY agrees to a CY basis for payment via purchase order, the CONTRACTOR shall adhere to FEMA's guidelines in order for the CITY to recover all costs related to the removal of stumps, tree limbs and trees on a unity cost basis.

General Eligibility re: Hazardous Trees and Stumps

- FEMA prefers that applicants procure branch or limb removal for a one time per-tree charge (rather than per branch or limb), as it is more cost effective.
- If payments are to be on a per-item basis, rather than by volume (CY) or weight, FEMA has additional eligibility criteria/documentation requirements (outlined below).

Broken Limbs/Branches

- FEMA will only fund removal of hazardous branches and limbs if the limb/branch is 2" or larger in diameter, measured at the point of break, and poses an immediate threat.
- Only the minimum cut necessary to remove the hazard is eligible (can't cut the branch at trunk, if cutting a closer junction would eliminate the threat).
- FEMA will not fund removal on private property unless:
 - The limb/branch extends over the public ROW;
 - The City can remove the hazard from the public ROW without entering private property

Tree Removal

- FEMA will only fund removal of hazardous trees if the tree has a diameter of 6" or greater measured 4.5 ft. above the grounds AND the tree:
 - Has a split trunk;
 - Has a broken canopy;
 - Is leaning at an angle great than 30 degrees.
- If 50% or more of the root ball is exposed, removal of tree and root ball and filling the hole are eligible. FEMA will not reimburse removal of the tree and its root ball separately.
- If less than 50% of the root ball is exposed, FEMA will reimburse the cost to flush cut at the ground and dispose of the cut portion based on volume/weight.

Stump Removal

- As noted, for stumps that have 50% or more of the root ball exposed, FEMA will reimburse the stump removal and filling the hole. If grinding the stump in place is less costly than extraction, then grinding is eligible.

Reimbursement of Costs Per-Stump

- FEMA only reimburses on a per-stump basis if:
 - Stump is 2 ft. or larger in diameter measured 2 ft. above the ground; and
 - Extraction is required as part of removal.
- The per stump price must include extraction, transport, disposal, and filling the hole.
- For stumps smaller than 2 ft in diameter or for stumps of any size that do not require extraction, FEMA only funds based on volume/weight calculated using the attached Stump Conversion Table (Appendix E).
- For costs to pick up stumps 2 ft or larger in diameter that the contractor did not extract, the City should complete the attached Hazardous Stump Worksheet (Appendix F) and present documentation to substantiate the costs as reasonable.

Documentation Requirements

To support the eligibility of removing limbs, branches, trees, or stumps that are still in place, the CONTRACTOR must provide the CITY with the following:

- Specifics of the immediate threat with the U.S. National Grid (USNG) location and photograph or video documentation that establishes the item is on public property;

- Diameter of each item removed (measurement must be 2 feet up the trunk from the ground for stumps and 4.5 feet up for trees);
 - Contractor will be expected to maintain photos evidencing the above criteria. Photos demonstrating the hazardous nature of the tree, limb/branch, or stump must capture the size of the tree, limb/branch, or stump as well as the location in relation to the right-of-way. Photos aimed skyward or that otherwise do not demonstrate the vegetative debris' location in relation to right-of-way will not be accepted.
- Quantity of material to fill root-ball holes; and
- Equipment used to perform the work.

The CONTRACTOR shall not move from one designated Collection Service Area to another area without prior approval from the CITY Emergency Management Coordinator or designee. CONTRACTORS and/or subcontractors that move to a designated Collection Service Area without prior CITY approval may be terminated immediately. The CITY 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 CITY 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 CITY.

The CITY 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.

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 CITY 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.

2.3 Equipment

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:

1. Fencing must be permanently attached to one side of the truck bed.
2. After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire.
3. Fencing must extend to the bottom of the bed.
4. After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations.

5. Solid iron metal bars must be secured to both sides of the fencing.
6. There shall be no hand loaded equipment allowed.

The CITY 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 CITY 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.

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 CITY Inspector.

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.

2.4 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 CITY approved temporary debris site which may result in non-payment to CONTRACTOR.

2.5 Equipment Signage

Prior to commencing operations, the CITY 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 CITY certification with them at all times. Placards must remain on both sides of equipment.

2.6 Other Considerations

The CONTRACTOR shall assign and provide an Operations Manager (OM) to the CITY Debris Management Center to serve as the principal liaison between the CITY 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 CITY 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 CITY Emergency Management Coordinator within 30 minutes of notification.

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.

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.

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 a CITY loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the Temporary Debris Site by a CITY Temporary Debris Site monitor. The estimated quantity will be recorded on the electronic or paper load ticket. The CITY 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.

II. Temporary Debris Site Operations

1. General

The purpose of this section is to define the requirements for Temporary Debris Site Operations after any catastrophic disaster within Palm Beach County.

The CONTRACTOR shall use only Temporary Debris Sites designated by the CITY Emergency Management Coordinator.

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. The 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 CITY.

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.

2. Temporary Debris Site Services

2.1 Site Setup/Preparation and Site Closeout/Restoration

Site setup/preparation and site closeout/restoration shall be compensated on a time and materials basis in accordance with the hourly rates provided in the Schedule of Unit Prices, Exhibit "C", as awarded. Site set-up/ Preparation / closeout / restoration includes: clearing, stripping, hauling, fill placement, constructing / deconstructing processing pads, lime rock or crushed concrete access roads, sodding, and any other similar activity necessary to make the site usable for its intended purposes and to return the site to its original condition. Do not include any materials in calculating the hourly rates in the Schedule of Unit Prices, Exhibit "C".

2.2 Temporary Debris Site Operations and Material Processing

Temporary Debris Site operations and material processing shall be compensated in accordance with the unit prices provided in the Schedule of Unit Prices, Exhibit "C", as awarded. The CONTRACTOR shall provide equipment, operators, and laborers for Temporary Debris Site operations as specified by the Purchase Order. Unit prices provided in the Exhibit "C", Schedule of Unit Prices, 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 the resulting contract. 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 CITY shall provide a front-load garbage container and collection service of the container at each Temporary Debris Site. CONTRACTOR shall be responsible for cleaning up all trash and litter generated on the site from daily operations and depositing into the container for collection. The entrance roadway and surrounding area within ½ mile of the site's entrance shall be cleaned daily by the CONTRACTOR. **All pre-storm identified sites shall be opened by the CONTRACTOR within three (3) calendar days after receiving approval from the CITY to operate the debris site. Failure to open sites with proper equipment and**

necessary personnel will result in liquidated damages of \$500 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 CITY Emergency Management Coordinator.

The CITY plans to use two types of Temporary Debris Sites.

1. Vegetative Temporary Debris Sites will be devoted to the reduction of clean woody debris by either burning or grinding. The CITY expects the material to be recycled and or beneficially re-used if processed by grinding.
2. Depending upon the size and type of devastation the CITY may require a separate Construction & Demolition (C&D) staging area, mixed debris staging area and a separate Household Hazardous Waste staging area. The CITY requests that PROPOSER implements recycling and or reduction programs to minimize the quantity of construction debris material to be land filled.

Material coming into the Vegetative or C&D Temporary Debris Sites will be measured and paid for by the cubic yard according to the Exhibit "C", Schedule of Unit Prices. Material removed and transported from a C&D Temporary Debris Site will be measured and paid by the cubic yard according to the Exhibit "C", Schedule of Unit Prices, as awarded.

Locations of all Temporary Debris Sites will be approved by the CITY. The CITY Emergency Management Coordinator must approve site improvements before work begins and any costs, other than those in the Exhibit "C", Schedule of Unit Prices, as awarded, that might have been negotiated under a Purchase Order shall be documented for payment.

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.

3. Reporting

The CONTRACTOR shall submit a report to the CITY Emergency Management Coordinator or designee by close of business each day of the term of the Purchase Order. Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Daily and cumulative hours for each piece of equipment, if appropriate
4. Daily and cumulative hours for personnel, by position, if appropriate
5. Volumes of debris handled

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 CITY.

4. Other Considerations

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.

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 \$500.00 per day for every day the site has to remain closed.**

III. Processing, Loading and Hauling Material

1. General

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 CITY. The CITY 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 CITY. All wood chips, construction and/or mixed debris shall be disposed of in accordance with all Local, State of Florida and Federal guidelines.

CONTRACTOR will provide detailed listing to the CITY 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.

2. Miscellaneous Requirements

2.1 Temporary Debris Site Foreman

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.

The Temporary Debris Site foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the CITY Emergency Management Coordinator or designee.

2.2 Temporary Debris Site Night Foreman

The Temporary Debris Site night foreman must be an employee of the CONTRACTOR and is responsible for managing all night operations approved by the CITY.

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 CITY Emergency Management Coordinator or designee.

2.3 Temporary Debris Site Management Plan

Once the Temporary Debris Site is identified by the CITY, the CONTRACTOR will provide a Site Management Plan.

Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address the following functions:

1. Access to site

2. Site preparation -clearing, erosion control, and grading
3. Traffic control procedures
4. Safety
5. Segregation of debris
6. Location of ash disposal area, hazardous material containment area, CONTRACTOR work area, and inspection tower
7. 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
8. Location of existing structures or sensitive areas requiring protection

2.4 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.

2.5 Grinding Operation

The CONTRACTOR shall have the ability to mobilize grinders on site and in operation within 72 hours of a natural disaster. **Failure to provide grinder(s) on site in operation within 72 hours may result in liquidated damages of \$500 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 \$50 fine per hour per approved hours of grinding operation per day until grinding activity resumes.**

2.6 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.

3. Performance of Contractor

It is the intent of the Agreement is 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.

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 CITY liquidated damages of \$500 per day for each day not opened.**
2. **Closure of Temporary Debris Site due to CONTRACTOR equipment or operational failures liquidated damages of \$500 per day, for each day site must remain closed.**

Failure to provide back-up grinders within 24 hours of equipment breakdown liquidated damages of \$50 per hour per approved grinding hours of operation per day.

CONTRACTOR may also be subject to non-payment and liquidated damages of \$50 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.

CONTRACTOR may be immediately terminated and may not paid for the following:

1. Collection of any non-eligible, non-CITY approved stumps or debris.
2. Moving to another designated Collection Service Area without prior CITY approval.
3. Failure to provide service in accordance to guidelines set forth by FEMA and the CITY.
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.

The City reserves the right to delete or amend any of the services as listed and described herein in negotiations with the selected CONTRACTOR(S) or in specific purchase orders.

END OF SCOPE OF SERVICES

Exhibit "B"

Federal Contract Provisions

The Contractor hereby agrees that the following terms, at a minimum, will be incorporated into the contract, which is funded in whole or in part with any federal or other funding where the following terms are applicable:

Equal Employment Opportunity. During the performance of the resulting contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic,

including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. DOJ, the State of Florida, or the CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2

C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification, as laid out in Exhibit I, is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida or the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification as laid out in Exhibit J. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered materials.

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

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

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Access to Records.

(1) The Contractor agrees to provide the State of Florida, the CITY, the DOJ Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the DOJ Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags.

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

Compliance with Federal Law, Regulations, and Executive Orders.

By signing this agreement, the Contractor acknowledges that federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives.

No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Affirmative Steps. Required Affirmative Steps

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Domestic preferences for procurements.

- (1) As appropriate and to the extent consistent with law, the Contractor should purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- (2) For purposes of this section:
 - (a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Prohibition on certain telecommunications and video surveillance services or equipment.

(1) The Contractor is prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), the City shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

IFB #23-123 Disaster Debris Removal and Haul-off Emergency Services

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—
Lower-Tier Covered Transactions**

“Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.” (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

- *Nonprocurement Transaction:* A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction:* (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed \$25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant:* Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal:* An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions:* The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment:* Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension:* Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)
- *Ineligible or Ineligibility:* A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)

- *Person*: Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal*: A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion*: A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded*: The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

Instructions for Certification

1. By signing or certifying and submitting this application, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by signing or certifying and submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—
Lower-Tier Covered Transactions**

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this application, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Ceres Environmental Services, Inc.

Contractor Name

Tia Laurie

Name

Corporate Secretary

Title



Signature

8/31/2023

Date

(B12)

IFB #23-123 Disaster Debris Removal and Haul-off Emergency Services

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor Ceres Environmental Services, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Tia Laurie, Corporate Secretary

Name and Title of Contractor's Authorized Official

8/31/2023

Date

END OF IFB PACKAGE

EXHIBIT "C"
Unit Price Schedule
(from the Contractor's Bid)

SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work set forth in the Scope of Work. In the event additional work is added to the contract by Change Order, the following unit prices will be utilized (as applicable). The quantities below are estimated quantities. City does not guarantee a minimum order and reserves the right to adjust these quantities as considered in the best interest of the City. The bidder acknowledges that no additional payment will be made for adjustments in the quantities.

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 for the purpose of making an award. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster. Assumptions: 80,000 cubic yards of debris consisting of 60,000 cubic yards of vegetation debris and 20,000 cubic yards of mixed debris.

Bidders shall provide unit prices for all items to be considered for award.

PART A - VOLUME BASED PRICING FOR 60,000+ CUBIC YARD (CY) DEBRIS DISASTER

DESCRIPTION	ESTIMATED QUANTITY	UNIT	PRICE PER CY	EXTENDED TOTAL
1.0 Public Property and Right of Way Collection, Loading and Hauling to a designated Temporary Debris Site.				
A. Vegetation	60,000	CY	\$8.79	\$527,400.00
B. Construction Debris / Mixed Debris	20,000	CY	\$10.95	\$219,000.00
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.	80,000	CY	\$1.35	\$108,000.00
3.0 Processing of debris through grinding and/or chipping.	60,000	CY	\$2.95	\$177,000.00
4.0 Loading, hauling and disposing wood chips to final	24,000	CY	\$11.10	\$266,400.00
5.0 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. (This rate shall not include disposal cost). <i>Miles from TDRS to final destination - 1 way.</i>				
A. 0 ≤ 20 miles	20,000	CY	\$3.45	\$69,000.00
B. > 20 ≤ 50 miles	20,000	CY	\$3.95	\$79,000.00
C. > 50 ≤ 80 miles	20,000	CY	\$4.45	\$89,000.00
D. > 80 ≤ 110 miles	20,000	CY	\$4.95	\$99,000.00
E. > 110 ≤ 200 miles	20,000	CY	\$5.45	\$109,000.00
TOTAL OFFER PART A:				\$1,742,800.00

PART B - HOURLY RATES

EQUIPMENT AND LABOR RATES			
EQUIPMENT TYPE	HOURLY EQUIPMENT RATE	HOURLY LABOR RATE	TOTAL HOURLY RATE
Bobcat Loader	\$60.00	\$45.00	\$105.00
Crew Foreman w/ Cell Phone and Pickup	\$20.00	\$45.00	\$65.00
Dozer, Tracked, D5 or similar	\$90.00	\$45.00	\$135.00
Dozer, Tracked, D6 or similar	\$105.00	\$45.00	\$150.00
Dozer, Tracked, D7 or similar	\$110.00	\$45.00	\$155.00
Dozer, Tracked, D8 or similar	\$130.00	\$45.00	\$175.00
Dump Truck, 18 CY-20 CY	\$40.00	\$45.00	\$85.00
Dump Truck, 21CY-30 CY	\$50.00	\$45.00	\$95.00
Generator and Lighting	\$32.00	N/A	\$32.00
Grader w/ 12' Blade	\$100.00	\$45.00	\$145.00
Hydraulic Excavator, 1.5 CY	\$120.00	\$45.00	\$165.00
Hydraulic Excavator, 2.5 CY	\$130.00	\$45.00	\$175.00
Knuckleboom Loader	\$205.00	\$45.00	\$250.00
Laborer w/ Chain Saw	\$5.00	\$50.00	\$55.00
Laborer w/ small tools, traffic control, flag person	\$4.00	\$45.00	\$49.00
Lowboy Trailer w/ Tractor	\$80.00	\$40.00	\$120.00
Operations Manager w/ Cell Phone and Pickup	\$20.00	\$65.00	\$85.00
Pickup Truck, .5 Ton	\$22.00	\$40.00	\$62.00
Soil Compactor 81 HP+	\$55.00	\$45.00	\$100.00
Soil Compactor to 80 HP	\$40.00	\$45.00	\$85.00
Soil Compactor, Towed Unit	\$75.00	N/A	\$75.00
Truck, Flatbed	\$50.00	\$45.00	\$95.00
Tub Grinder, 800 to 1,000 HP	\$345.00	N/A	\$345.00
Water Truck	\$60.00	\$45.00	\$105.00
Wheel Loader, 2.5 CY, 950 or similar	\$90.00	\$45.00	\$135.00
Wheel Loader, 3.5-4.0 CY, 966 or similar	\$105.00	\$45.00	\$150.00
Wheel Loader, 4.5 CY, 980 or similar	\$120.00	\$45.00	\$165.00
Wheel Loader-Backhoe, 1.0-1.5 CY	\$75.00	\$45.00	\$120.00
Other - Please List			

Attach additional sheet with equipment type and labor rates, if needed

PART C - UNIT COST SCHEDULE

ITEM	HAZARDOUS STUMP REMOVAL, HAULING, AND DISPOSAL	UNIT	UNIT COST
1	6 inch diameter to 12 inch diameter	Stump	\$250.00
2	13 inch diameter to 24 inch diameter	Stump	\$350.00
3	25 inch diameter to 48 inch diameter	Stump	\$450.00
4	49 inch diameter and greater	Stump	\$650.00
5	Stump Fill Dirt - Fill dirt for stump holes after removal	CY	\$32.50
HAZARDOUS TREE REMOVAL, HAULING, AND DISPOSAL			
6	6 inch diameter to 12 inch diameter	Tree	\$185.00
7	13 inch diameter to 24 inch diameter	Tree	\$275.00
8	25 inch diameter to 48 inch diameter	Tree	\$495.00
9	49 inch diameter and greater	Tree	\$725.00
HAZARDOUS LIMB REMOVAL, HAULING, AND DISPOSAL			
10	6 inch diameter to 12 inch diameter	Limb	\$155.00
11	13 inch diameter to 24 inch diameter	Limb	\$155.00
12	25 inch diameter to 48 inch diameter	Limb	\$155.00
13	49 inch diameter and greater	Limb	\$155.00

The City anticipates issuing task/purchase orders to the selected bidders based on the unit prices set forth above in this Schedule of Unit Prices (as awarded). However, the City may issue task/purchase orders in whole or in part based on a time and material basis. The City reserves the right to determine which compensation method will be utilized and, if time and material basis is to be used, the City will set a Not-to-Exceed price for the task/purchase order (with all costs above that to be at the Contractor's risk) and with sufficient City oversight.

Name of Bidder: Ceres Environmental Services, Inc.

Address: 6968 Professional Parkway City Sarasota ST FL Zip 34240

Phone: (800) 218-4424 Email: tia.laurie@ceresenv.com

Print Name: Tia Laurie Title: Corporate Secretary

SIGNATURE:  Date: 8/31/2023



City of Lake Worth Beach

Bid Tabulation

IFB#23-123 Disaster Debris Removal and Hauloff Emergency Services

Unit Price Description	Aftermath Disaster Recovery, Inc.			Arbor Tree & Land, Inc.			DRC Emergency Services, LLC			CTC Disaster Response, Inc.			CrowderGulf Joint Venture, Inc.			TFR Enterprises, Inc.			Ceres Environmental Services, Inc.			
	ESTIMATED QUANTITY/ UNIT (CY)	PRICE PER CY	EXTENDED TOTAL	ESTIMATED QUANTITY/ UNIT (CY)	PRICE PER CY	EXTENDED TOTAL	ESTIMATED QUANTITY/ UNIT (CY)	PRICE PER CY	EXTENDED TOTAL	ESTIMATED QUANTITY/ UNIT (CY)	PRICE PER CY	EXTENDED TOTAL	ESTIMATED QUANTITY/ UNIT (CY)	PRICE PER CY	EXTENDED TOTAL	ESTIMATED QUANTITY/ UNIT	PRICE PER CY	EXTENDED TOTAL	ESTIMATED QUANTITY/ UNIT	PRICE PER CY	EXTENDED TOTAL	
PART A - VOLUME BASED PRICING FOR 60,000+ CUBIC YARD (CY) DEBRIS DISASTER																						
1.0 Public Property and Right of Way Collection, Loading and Hauling to a designated Temporary Debris Site																						
A. Vegetation	60,000	\$12.15	\$729,000.00	60,000	\$14.00	\$840,000.00	60,000	\$8.98	\$538,800.00	60,000	\$7.10	\$426,000.00	60,000	\$9.00	\$540,000.00	60,000	\$9.75	\$585,000.00	60,000	\$8.79	\$527,400.00	
B. Construction Debris / Mixed Debris	20,000	\$27.90	\$558,000.00	20,000	\$14.50	\$290,000.00	20,000	\$9.98	\$199,600.00	20,000	\$7.10	\$142,000.00	20,000	\$9.00	\$180,000.00	20,000	\$16.75	\$335,000.00	20,000	\$10.95	\$219,000.00	
2.0 Temporary Debris Site operation	80,000	\$1.50	\$120,000.00	80,000	\$1.75	\$140,000.00	80,000	\$1.62	\$129,600.00	80,000	\$1.00	\$80,000.00	80,000	\$1.00	\$80,000.00	80,000	\$1.00	\$80,000.00	80,000	\$1.35	\$108,000.00	
3.0 Processing of debris through grinding and/or chipping	60,000	\$2.25	\$135,000.00	60,000	\$4.60	\$276,000.00	60,000	\$4.12	\$247,200.00	60,000	\$2.50	\$150,000.00	60,000	\$4.00	\$240,000.00	60,000	\$3.65	\$219,000.00	60,000	\$2.95	\$177,000.00	
4.0 Loading, hauling and disposing wood chips to final	24,000	\$3.25	\$78,000.00	24,000	\$9.80	\$235,200.00	24,000	\$9.42	\$226,080.00	24,000	\$9.25	\$222,000.00	24,000	\$13.00	\$312,000.00	24,000	\$10.75	\$258,000.00	24,000	\$11.10	\$266,400.00	
5.0 Loading and hauling of construction debris and/or mixed debris																						
A. 0 ≤ 20 miles	20,000	\$3.25	\$65,000.00	20,000	\$17.50	\$350,000.00	20,000	\$14.62	\$292,400.00	20,000	\$5.95	\$119,000.00	20,000	\$20.50	\$410,000.00	20,000	\$6.50	\$130,000.00	20,000	\$3.45	\$69,000.00	
B. > 20 ≤ 50 miles	20,000	\$3.75	\$75,000.00	20,000	\$18.00	\$360,000.00	20,000	\$14.98	\$299,600.00	20,000	\$6.05	\$121,000.00	20,000	\$22.00	\$440,000.00	20,000	\$7.50	\$150,000.00	20,000	\$3.95	\$79,000.00	
C. > 50 ≤ 80 miles	20,000	\$4.25	\$85,000.00	20,000	\$22.00	\$440,000.00	20,000	\$16.98	\$339,600.00	20,000	\$6.06	\$121,200.00	20,000	\$23.95	\$479,000.00	20,000	\$7.60	\$152,000.00	20,000	\$4.45	\$89,000.00	
D. > 80 ≤ 110 miles	20,000	\$4.75	\$95,000.00	20,000	\$26.00	\$520,000.00	20,000	\$17.98	\$359,600.00	20,000	\$6.07	\$121,400.00	20,000	\$27.95	\$559,000.00	20,000	\$7.70	\$154,000.00	20,000	\$4.95	\$99,000.00	
E. > 110 ≤ 200 miles	20,000	\$5.40	\$108,000.00	20,000	\$35.00	\$700,000.00	20,000	\$18.98	\$379,600.00	20,000	\$6.08	\$121,600.00	20,000	\$31.00	\$620,000.00	20,000	\$7.90	\$158,000.00	20,000	\$5.45	\$109,000.00	
TOTAL OFFER PART A:			\$2,048,000.00			\$4,151,200.00			\$3,012,080.00			\$1,624,200.00			\$3,860,000.00			\$2,221,000.00			\$1,742,800.00	
PART B - HOURLY RATES																						
Bobcat Loader	\$65.00	\$30.00	\$95.00	INC	INC	\$285.00	\$65.00	\$65.00	\$130.00	\$85.00	\$50.00	\$135.00	\$85.00	\$45.00	\$130.00	\$90.00	\$50.00	\$140.00	\$60.00	\$45.00	\$105.00	
Crew Foreman w/Cell Phone and Pickup	\$25.00	\$70.00	\$95.00	INC	INC	\$125.00	\$20.00	\$65.00	\$85.00	\$15.00	\$50.00	\$65.00	\$5.00	\$65.00	\$70.00	\$20.00	\$50.00	\$70.00	\$20.00	\$45.00	\$65.00	
Dozer, Tracked, D5 or Similar	\$115.00	\$30.00	\$145.00	INC	INC	\$225.00	\$125.00	\$65.00	\$190.00	\$100.00	\$50.00	\$150.00	\$110.00	\$45.00	\$155.00	\$35.00	\$50.00	\$85.00	\$90.00	\$45.00	\$135.00	
Dozer, Tracked, D6 or Similar	\$120.00	\$30.00	\$150.00	INC	INC	\$300.00	\$145.00	\$65.00	\$210.00	\$105.00	\$50.00	\$155.00	\$120.00	\$45.00	\$165.00	\$40.00	\$50.00	\$90.00	\$105.00	\$45.00	\$150.00	
Dozer, Tracked, D7 or Similar	\$125.00	\$30.00	\$155.00	INC	INC	\$400.00	\$150.00	\$65.00	\$215.00	\$110.00	\$50.00	\$160.00	\$130.00	\$45.00	\$175.00	\$95.00	\$50.00	\$145.00	\$110.00	\$45.00	\$155.00	
Dozer, Tracked, D8 or Similar	\$155.00	\$30.00	\$185.00	INC	INC	\$425.00	\$165.00	\$65.00	\$230.00	\$115.00	\$50.00	\$165.00	\$140.00	\$45.00	\$185.00	\$140.00	\$50.00	\$190.00	\$130.00	\$45.00	\$175.00	
Dump Truck, 18 CY-20 CY	\$40.00	\$30.00	\$70.00	INC	INC	\$400.00	\$50.00	\$65.00	\$115.00	\$60.00	\$50.00	\$110.00	\$80.00	\$45.00	\$125.00	\$115.00	\$50.00	\$165.00	\$40.00	\$45.00	\$85.00	
Dump Truck, 21CY-30 CY	\$40.00	\$30.00	\$70.00	INC	INC	\$650.00	\$60.00	\$65.00	\$125.00	\$60.00	\$50.00	\$110.00	\$90.00	\$45.00	\$135.00	\$125.00	\$50.00	\$175.00	\$50.00	\$45.00	\$95.00	
Generator and Lighting	\$50.00	\$30.00	\$80.00	INC	INC	\$40.00	\$20.00	\$45.00	\$65.00	\$25.00	\$0.00	\$25.00	\$45.00	\$45.00	\$90.00	\$95.00	\$0.00	\$95.00	\$32.00	\$0.00	\$32.00	
Grader w/ 12' Blade	\$120.00	\$30.00	\$150.00	INC	INC	\$160.00	\$150.00	\$65.00	\$215.00	\$50.00	\$50.00	\$100.00	\$100.00	\$45.00	\$145.00	\$110.00	\$50.00	\$160.00	\$100.00	\$45.00	\$145.00	
Hydraulic Excavator, 1.5 CY	\$105.00	\$30.00	\$135.00	INC	INC	\$225.00	\$150.00	\$65.00	\$215.00	\$95.00	\$50.00	\$145.00	\$130.00	\$45.00	\$175.00	\$115.00	\$50.00	\$165.00	\$120.00	\$45.00	\$165.00	
Hydraulic Excavator, 2.5 CY	\$110.00	\$30.00	\$140.00	INC	INC	\$325.00	\$160.00	\$65.00	\$225.00	\$95.00	\$50.00	\$145.00	\$140.00	\$45.00	\$185.00	\$125.00	\$50.00	\$175.00	\$130.00	\$45.00	\$175.00	
Knuckleboom Loader	\$190.00	\$30.00	\$220.00	INC	INC	\$275.00	\$150.00	\$65.00	\$215.00	\$145.00	\$50.00	\$195.00	\$200.00	\$45.00	\$245.00	\$240.00	\$50.00	\$290.00	\$205.00	\$45.00	\$250.00	
Laborer w/ Chain Saw	\$25.00	\$30.00	\$55.00	INC	INC	\$165.00	\$5.00	\$60.00	\$65.00	\$5.00	\$45.00	\$50.00	\$0.00	\$45.00	\$45.00	\$5.00	\$50.00	\$55.00	\$5.00	\$50.00	\$55.00	
Laborer w/ small tools, traffic control, flag person	\$20.00	\$30.00	\$50.00	INC	INC	\$65.00	\$5.00	\$60.00	\$65.00	\$5.00	\$40.00	\$45.00	\$0.00	\$45.00	\$45.00	\$5.00	\$50.00	\$55.00	\$4.00	\$45.00	\$49.00	
Lowboy Trailer w/ Tractor	\$85.00	\$30.00	\$115.00	INC	INC	\$175.00	\$65.00	\$65.00	\$130.00	\$70.00	\$50.00	\$120.00	\$100.00	\$45.00	\$145.00	\$65.00	\$50.00	\$115.00	\$80.00	\$40.00	\$120.00	
Operations Manager w/ Cell Phone and Pickup	\$25.00	\$70.00	\$95.00	INC	INC	\$180.00	\$20.00	\$65.00	\$85.00	\$25.00	\$50.00	\$75.00	\$5.00	\$80.00	\$85.00	\$20.00	\$50.00	\$70.00	\$20.00	\$65.00	\$80.00	
Pickup Truck, .5 Ton	\$5.00	\$20.00	\$25.00	INC	INC	\$55.00	\$40.00	\$40.00	\$80.00	\$15.00	\$50.00	\$65.00	\$45.00	\$0.00	\$45.00	\$20.00	\$0.00	\$20.00	\$22.00	\$40.00	\$62.00	
Soil Compactor 81 HP+	\$65.00	\$30.00	\$95.00	INC	INC	\$20.00	\$100.00	\$65.00	\$165.00	\$5.00	\$50.00	\$55.00	\$100.00	\$45.00	\$145.00	\$60.00	\$50.00	\$110.00	\$55.00	\$45.00	\$100.00	
Soil Compactor to 80 HP	\$55.00	\$30.00	\$85.00	INC	INC	\$75.00	\$90.00	\$65.00	\$155.00	\$5.00	\$40.00	\$45.00	\$85.00	\$45.00	\$130.00	\$50.00	\$50.00	\$100.00	\$40.00	\$45.00	\$85.00	
Soil Compactor, Towed Unit	\$65.00	\$30.00	\$95.00	INC	INC	\$18.00	\$75.00	\$65.00	\$140.00	\$5.00	\$50.00	\$55.00	\$65.00	\$45.00	\$110.00	\$80.00	\$50.00	\$130.00	\$75.00	\$0.00	\$75.00	
Truck, Flatbed	\$30.00	\$30.00	\$60.00	INC	INC	\$110.00	\$35.00	\$45.00	\$80.00	\$15.00	\$50.00	\$65.00	\$60.00	\$45.00	\$105.00	\$10.00	\$50.00	\$60.00	\$50.00	\$45.00	\$95.00	
Tub Grinder, 800 to 1,000 HP	\$470.00	\$30.00	\$500.00	INC	INC	\$1,250.00	\$250.00	\$130.00	\$380.00	\$500.00	\$0.00	\$500.00	\$550.00	\$45.00	\$595.00	\$440.00	\$50.00	\$490.00	\$345.00	\$0.00	\$345.00	
Water Truck	\$65.00	\$30.00	\$95.00	INC	INC	\$85.00	\$95.00	\$65.00	\$160.00	\$20.00	\$50.00	\$70.00	\$100.00	\$45.00	\$145.00	\$60.00	\$50.00	\$110.00	\$60.00	\$45.00	\$105.00	
Wheel Loader, 2.5 CY, 950 or similar	\$95.00	\$30.00	\$125.00	INC	INC	\$225.00	\$150.00	\$65.00	\$215.00	\$95.00	\$50.00	\$145.00	\$120.00	\$45.00	\$165.00	\$140.00	\$50.00	\$190.00	\$90.00	\$45.00	\$135.00	
Wheel Loader, 3.5-4.0 CY, 966 or similar	\$105.00	\$30.00	\$135.00	INC	INC	\$275.00	\$155.00	\$65.00	\$220.00	\$95.00	\$50.00	\$145.00	\$130.00	\$45.00	\$175.00	\$145.00	\$50.00	\$195.00	\$105.00	\$45.00	\$150.00	
Wheel Loader, 4.5 CY, 980 or similar	\$115.00	\$30.00	\$145.00	INC	INC	\$325.00	\$160.00	\$65.00	\$225.00	\$95.00	\$50.00	\$145.00	\$140.00	\$45.00	\$185.00	\$185.00	\$50.00	\$235.00	\$120.00	\$45.00	\$165.00	
Wheel Loader-Backhoe, 1.0-1.5 CY	\$70.00	\$30.00	\$100.00	INC	INC	\$375.00	\$150.00	\$65.00	\$215.00	\$40.00	\$50.00	\$90.00	\$120.00	\$45.00	\$165.00	\$90.00	\$50.00	\$140.00	\$75.00	\$45.00	\$120.00	
Other - Please list																						
PART C - UNIT COST SCHEDULE																						
HAZARDOUS STUMP REMOVAL, HAULING AND DISPOSAL		UNIT COST/UNIT			UNIT COST/UNIT			UNIT COST/UNIT			UNIT COST/UNIT			UNIT COST/UNIT			UNIT COST/UNIT					
6 inch diameter to 12 inch diameter		\$340.25/Stump			\$325.00/Stump			\$100.00/Stump			\$250.00/Stump			\$100.00/Stump			\$250.00/Stump					
13 inch diameter to 24 inch diameter		\$356.00/Stump			\$475.00/Stump			\$200.00/Stump			\$1.00/Stump			\$350.00/Stump			\$200.00/Stump					
25 inch diameter to 48 inch diameter		\$422.00/Stump			\$750.00/Stump			\$250.00/Stump			\$395.00/Stump			\$450.00/Stump			\$400.00/Stump					
49 inch diameter and greater		\$650.00/Stump			\$950.00/Stump			\$395.00/Stump			\$495.00/Stump			\$600.00/Stump			\$650.00/Stump					
Stump Fill Dirt - Fill dirt for stump holes after removal		\$65.00/CY			\$45.00/CY			\$495.00/CY						\$18.00/CY			\$19.00/CY					
HAZARDOUS TREE REMOVAL, HAULING, AND DISPOSAL																						
6 inch diameter to 12 inch diameter		\$172.50/Tree			\$225.00/Tree			\$135.00/Tree			\$110.00/Tree			\$400.00/Tree			\$115.00/Tree			\$185.00/Tree		
13 inch diameter to 24 inch diameter		\$297.50/Tree			\$460.00/Tree			\$295.00/Tree			\$295.00/Tree			\$650.00/Tree			\$275.00/Tree			\$275.00/Tree		
25 inch diameter to 48 inch diameter		\$427.50/Tree			\$1,200.00/Tree			\$495.00/Tree			\$795.00/Tree			\$950.00/Tree			\$475.00/Tree			\$495.00/Tree		
49 inch diameter and greater		\$427.50/Tree			\$1,450.00/Tree			\$795.00/Tree			\$1,295.00/Tree			\$1,400.00/Tree			\$900.00/Tree			\$725.00/Tree		
HAZARDOUS LIMB REMO																						

STAFF REPORT REGULAR MEETING

AGENDA DATE: December 19, 2023

DEPARTMENT: City Wide

TITLE:

Disaster Debris Management and Support Services Agreements

SUMMARY:

The Agreements with Debris Tech, LLC and Tetra Tech, Inc. authorize each firm to assist the City with Disaster Debris Management and Support Services.

BACKGROUND AND JUSTIFICATION:

In the event of a disaster that would affect the City of Lake Worth Beach, emergency standby contractors are necessary for the disaster debris and management services. As part of the City of Lake Worth Beach's responsibility for response to natural disasters (hurricanes), there are numerous requirements for the record keeping and tracking of the time, material, equipment and debris removed as required by FEMA. The Contractors must be capable of assembling, directing, and managing the support services and provide a work force that can start operations within 48 hours after the notification of an emergency. The City issued solicitation IFB#23-125 for the Disaster Debris Management and Support Services and received a total of 4 responses. Bids submitted by Debris Tech, LLC and Tetra Tech, Inc. were found to be responsive and responsible bidders and are being recommended for an award. 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. If activation is required, the City intends to activate contractors on an as-needed basis by the Purchase Orders or Work Orders issued in accordance with the City's Procurement Code and Policies. It is the intention of the City to enter into the long-term agreements with both contractors for the services for three (3) consecutive years with the possibility of two (2) one (1) year extensions dependent on the City's requirements.

MOTION:

Move to approve/disapprove the Agreements with Debris Tech, LLC and Tetra Tech, Inc. for Disaster Debris Management and Support services

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Debris Tech, LLC Agreement
Tetra Tech, Inc. Agreement
Bid Tab

**CONTRACTOR AGREEMENT
(Disaster Debris Management and Support Services)**

THIS CONTRACTOR AGREEMENT ("Agreement" hereinafter) is made this _____, between the **City of Lake Worth Beach**, Florida, a municipal corporation, hereinafter the "CITY", with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **DEBRISTECH, LLC.**, a Foreign Limited Liability Company authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 923 Goodyear Blvd, Picayune, MS 39466.

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the CITY's Charter and the Constitution of the State of Florida;

WHEREAS, the CITY issued Invitation for Bids # 23-125 for Disaster Debris Management and Support Services (hereinafter "IFB"); and

WHEREAS, CONTRACTOR submitted a bid to perform the services described and set out in the IFB's Scope of Services, which Scope of Services is attached hereto and incorporated herein by reference as **Exhibit "A"**; and

WHEREAS, the CITY desires to accept the CONTRACTOR's bid for the CONTRACTOR to render the required services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, this Agreement has been identified as providing essential services which is anticipated to be needed by the CITY in the event of a hurricane or other disaster in order to provide the services for the benefit of the public health, safety and welfare; and

WHEREAS, CONTRACTOR acknowledges and agrees that in such event, the CITY may apply to the State of Florida or the federal government for funds which will be used to pay CONTRACTOR or reimburse the CITY for payments made to CONTRACTOR and that the federal government will only consider reimbursing for contracts which contain the requisite FEMA provisions; and

WHEREAS, CONTRACTOR acknowledges and agrees that any services performed under this Agreement and pursuant to the IFB will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives; and

WHEREAS, CONTRACTOR acknowledges and agrees to the terms set forth in IFB and **Exhibit "B"**, which are the provisions required to be included in contracts funded by federal grants, including FEMA Public Assistance (see 2 C.F.R. § 200.326 and applicable FEMA guidance); and

WHEREAS, the CITY finds making the non-exclusive award of the IFB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

The initial term of this non-exclusive Agreement shall be from the date of execution by the CITY for an initial term of three (3) years with two (2) additional one (1) year renewal options unless earlier terminated in accordance with the terms of this Agreement. The CONTRACTOR's rates shall remain firm for the first three (3) years of the Agreement subject to terms and conditions to be negotiated on requests for consideration of a price adjustment after the initial term.

2. SCOPE OF WORK

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

The CONTRACTOR shall be responsible for monitoring and certifying all of the CITY'S authorized collection activities. This responsibility includes monitoring and certifying all debris loads to ensure eligibility for federal reimbursement, providing trained collection monitors, exercising quality control over the debris monitoring activity, and providing daily feedback to the CITY. CONTRACTOR shall ensure that all Disaster Debris Removal Contractor(s) loads are correctly captured by their automated debris management tracking systems (ADMS).

The CONTRACTOR shall photographically document daily collection activities. CONTRACTOR shall identify and document all leaners, hangers and stumps and coordinate with federal and state representatives to ensure eligibility and maximum reimbursement.

Additionally, the CONTRACTOR shall coordinate with the CITY to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc.

CONTRACTOR's staff should be equipped with modern communication equipment. CONTRACTOR shall have the ability to maintain shapefiles or geodatabases of collection passes, customer complaints and leaners, hangers and stumps including photos, and to track these issues using a GIS and provide an updated shapefile or geodatabase to the CITY on an appropriately determined schedule.

- a. The CONTRACTOR shall have a phone number at which they can be immediately contacted twenty-four hours a day.
- b. The CONTRACTOR shall work with designated CITY employees to develop schedules for the respective locations. The services shall be scheduled such that it does not disrupt CITY functions and normal day-to-day operations of the CITY.
- c. Project Manager - The CONTRACTOR shall provide a project manager who shall be responsible for the overall management and coordination of this Agreement and who shall act as the central point of contact with the CITY.

- d. On-Site Supervisor - The CONTRACTOR shall provide supervisory personnel essential to accomplish all work required. On-site supervisor must be trained and possess the necessary competency to make sufficient daily inspections to ensure that work has been and is being performed as required under this contract.
- e. Conduct - The CITY has the sole right to request removal of any contracted employee for reasonable cause. The CONTRACTOR's supervisor shall be responsible for the conduct and performance of the CONTRACTOR's employees.
- f. Purchase order(s) - This non-exclusive agreement does not guarantee that they CITY shall utilize the CONTRACTOR in any capacity or for any services identified herein. When the CITY identifies a need for the CONTRACTOR's services, the CONTRACTOR shall be activated via purchase order only in the face of an emergency or immediately after an emergency. Any job requirements or rates not covered by a Purchase Order shall be separately negotiated and approved via separate Change Order.
- g. Subcontractors - If subcontractor (s) are to be utilized for services, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women business enterprise and labor surplus area firms are solicited and used when possible. The CONTRACTOR shall provide a written proposal from the subcontractor(s) and attach the same with to the CONTRACTOR's proposal submitted to the CITY.

2.2 The CITY intends to activate the CONTRACTOR's services on an as-needed basis solely determined by the CITY. Depending on the nature of the storm and circumstances, the CITY may activate more than one (1) contractor. The CITY 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.

2.3 The CONTRACTOR represents that it is experienced and proficient in all phases of providing disaster debris removal, Haul-Off Emergency and related services to the CITY in an event of a natural disaster or other emergency related crises.

2.4 The CONTRACTOR represents to the CITY that the Scope of Work provided under this Agreement and IFB shall be in accordance with accepted and established trade practices, standards and procedures recognized in the CONTRACTOR's trade in general and that the supplied services shall conform to the highest standards and in accordance with this Agreement.

2.5 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and shall maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.6 The Scope of Work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.7 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the IFB and this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the scope of work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the scope of work 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 scope of work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the scope of work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. FEE AND ORDERING MECHANISM

4.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to compensation at the amount set forth in CONTRACTOR's rate attached hereto as **Exhibit "C"**. After the first three (3) years of this Agreement, if due to applicable price escalations and/or reductions which impact the CONTRACTOR's rate, the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish a new rate for the renewal term(s). The City Manager may approve renewals of this Agreement and rate increases deemed reasonable by the CITY.

4.2 Should the CITY require additional goods or services, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code prior to any such additional goods or services being provided by the CONTRACTOR.

4.3 The CITY's ordering mechanism for the scope of work performed under this Agreement will be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. The CITY's Fiscal Year ends on September 30th of each calendar year and the CITY cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order for required and approved goods and/or services.

4.4 This Agreement does not guarantee that the CITY will utilize the CONTRACTOR in any capacity or for any services hereunder. When the CITY identifies a need for the CONTRACTOR's services, the CITY will issue the CONTRACTOR with a Purchase Order specifying the work required. The CONTRACTOR shall commence the identified services upon the CITY's approval of the Purchase Order for the services and issuance of a notice to proceed.

5. MAXIMUM COSTS

5.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the scope of work in accordance with the IFB and this Agreement is not to exceed **the amount(s) set forth in the approved Purchase Order issued to the CONTRACTOR annually or on case by case basis**, and no additional costs shall be authorized without prior written approval from the

CITY. The annual Not to Exceed amount which may be approved by the CITY Manager or designee via a CITY Purchase Order under this Agreement is **\$250,000.00** (Two Hundred Fifty Thousand Dollars).

6. INVOICE & PAYMENT

6.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

6.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

7. AUDIT BY CITY

7.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

8. COPIES OF DATA/DOCUMENTS

8.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

9. OWNERSHIP

9.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

10. WRITTEN AUTHORIZATION REQUIRED

10.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or goods. Additional services or goods provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

11. DEFAULTS, TERMINATION OF AGREEMENT

11.1 If the CONTRACTOR fails to timely perform the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days

the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

11.2 Notwithstanding paragraph 11.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12. INSURANCE

12.1. Prior to commencing the scope of work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributory basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

12.2. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

12.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$5,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. Coverage shall include passenger liability.

12.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

13. WAIVER OF BREACH

13.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

14. INDEMNITY

14.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

14.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

14.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

14.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time. The provisions and limitations set forth in Section 768.28, Florida Statutes, shall apply to the CITY's liability under this Agreement to claims or actions arising in tort and/or in contract.

14.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

15. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

15.1 This Agreement consists of the terms and conditions provided herein; the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein); the scope of services attached as Exhibit "A"; all applicable federal grant requirements attached as Exhibit "B"; and, the CONTRACTOR's rate attached as Exhibit "C". To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement along with Exhibit "B" shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein) and the scope of services attached as Exhibit "A" next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

15.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

16. ASSIGNMENT

16.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the

benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

17. SUCCESSORS AND ASSIGNS

17.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

18. WAIVER OF TRIAL BY JURY

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

19. GOVERNING LAW AND REMEDIES

19.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

19.2 No remedy herein 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.

20. TIME IS OF THE ESSENCE

20.1 Time is of the essence in the completion of the scope of work as specified herein.

21. NOTICES

21.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City of Lake Worth Beach
Attn: City Manager
CC: Finance Department/Procurement Division
7 North Dixie Highway
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

DebrisTech, LLC
Attn: Debra McCormick, Business Manager
923 Goodyear Blvd
Picayune, MS 39466

22. SEVERABILITY

22.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

23. DELAYS AND FORCES OF NATURE

23.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arise out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

23.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

24. COUNTERPARTS

24.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed with electronic signatures.

25. LIMITATIONS OF LIABILITY

25.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

26. PUBLIC ENTITY CRIMES

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

27. RECITALS AND PREPARATION

27.1 The Recitals set out at the beginning of this Agreement are incorporated as true and correct statements of the CITY and CONTRACTOR.

27.2 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

28. PALM BEACH COUNTY INSPECTOR GENERAL

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

29. ENFORCEMENT COSTS

29.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

30. PUBLIC RECORDS

30.1 CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

31. COPYRIGHTS AND/OR PATENT RIGHTS

31.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

32. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

32.1 CONTRACTOR certifies that all material, equipment, etc., contained in this proposal meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

33. FEDERAL AND STATE TAX

33.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONTRACTOR be authorized to use the CITY's tax Exemption Number in securing such materials.

34. PROTECTION OF PROPERTY

34.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be

responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

35. DAMAGE TO PERSONS OR PROPERTY

35.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and the CONTRACTOR shall save the CITY harmless from all claims made on account of such damages.

36. WARRANTY

36.1 CONTRACTOR warrants and guarantees to the CITY that the Scope of Work provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all goods and parts supplied under the Scope of Work and this Agreement shall be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR guarantees that all services and labor performed under the Scope of Work and this Agreement will be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under the Scope of Work.

37. E-VERIFY

Pursuant to Section 448.095(2), the CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

38. SCRUTINIZED COMPANIES

38.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false

certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

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

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

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

38.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the City of the same.

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

39. SURVIVABILITY

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

40. WORK FOR HIRE

40.1 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the CONTRACTOR or its subcontractors under this Agreement shall be considered a "Work for Hire" and the exclusive property of the CITY. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, CONTRACTOR and CONTRACTOR's Subcontractors will assign to the CITY all right, title and interest in and to CONTRACTOR and/or CONTRACTOR's Subcontractors' copyright(s) for such Documents. CONTRACTOR shall execute and deliver to CITY such instruments of transfer and take such other action that CITY may reasonable request, including, without limitation, executing and filing, at CITY's expense, copyright applications, assignments and other documents required for the protection of CITY's right to such Documents. The CONTRACTOR shall retain copies of the Documents for a period of three (3) years from the date of completion of the scope of services. The CITY grants to the CONTRACTOR and CONTRACTOR's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the CONTRACTOR or the CONTRACTOR's Subcontractors in future projects of the CONTRACTOR or CONTRACTOR's Subcontractors with said right and/or limited license to use a portion at CONTRACTOR's or CONTRACTOR's Subcontractor's own risk and without any liability to CITY. Any modifications made by the CITY to any of the Contractor's Documents, or any use, partial use or reuse of the

Documents without written authorization or adaptation by the CONTRACTOR will be at the CITY's sole risk and without liability to the CONTRACTOR.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Contractor Agreement (Disaster Debris Management and Support Services) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: DEBRISTECH, LLC

By: BRW

[Corporate Seal]

STATE Mississippi)
COUNTY Pearl River)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 29th day of November, 2023, by Brooks Wallace, as the President of **Debristech, LLC.**, a Limited Liability Company, authorized to do business in the State of Florida, __ who is personally known to me or __ who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Contractor to the same.

Debra McCormick
Notary Public Signature

Notary Seal:



Exhibit "A" **Scope of Work**

The Scope of Work is for CONTRACTOR to be responsible for the Management of Disaster Debris and Support Services for the CITY to include Project/Operations Management, Collection Monitoring, ADMS, Data Processing and Management, DMS Monitoring, Debris Vehicle Certification, Damage Complaint Tracking, Data Compilation and Reporting, Payment Monitoring and Reconciliation Processing, Reporting and Coordinating with the CITY'S Project/Operations Manager, and other related services as outlined in this Scope. CONTRACTOR shall provide services in the event of a debris-generating disaster, such as a hurricane.

FEMA financial assistance may be used to fund this Agreement. The CONTRACTOR shall perform all work in compliance with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives in order to maximize recovery of reimbursable expenses. This shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished. This includes compliance with any disaster monitoring services the CITY may have under contract.

The CONTRACTOR may be required, at the CITY's discretion, to be under the direction of an agent of the CITY.

While intended to cover debris management needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to the City of Lake Worth Beach. 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.

If activation is required, the CITY intends to activate this Agreement on an as-needed basis as solely determined by the CITY. The CITY intends to activate the CONTRACTOR in the order of final ranking as best meets the needs of the CITY. The CITY reserves the sole right to assign/reassign the CONTRACTOR at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.

CONTRACTOR will serve as a General Contractor for the purpose of debris management, and will be able to use his/her own and subcontractor resources to meet the obligations of the contract and specific purchase order. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. Notwithstanding, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

SCOPE OF WORK/OVERVIEW

Project/Operations Management

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

Collection Monitoring

The CONTRACTOR will be responsible for monitoring and certifying all of the CITY'S authorized collection activities. This responsibility includes monitoring and certifying all debris loads to ensure eligibility for federal reimbursement, providing trained collection monitors, exercising quality control over the debris monitoring activity, and providing daily feedback to the CITY. CONTRACTOR shall ensure that all Disaster Debris Removal Contractor(s) loads are correctly captured by their automated debris management tracking systems (ADMS).

The CONTRACTOR shall photographically document daily collection activities. CONTRACTOR shall identify and document all leaners, hangers and stumps and coordinate with federal and state representatives to ensure eligibility and maximum reimbursement.

Additionally, the CONTRACTOR shall coordinate with the CITY to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc.

CONTRACTOR's staff should be equipped with modern communication equipment. CONTRACTOR shall have the ability to maintain shapefiles or geodatabases of collection passes, customer complaints and leaners, hangers and stumps including photos, and to track these issues using a GIS and provide an updated shapefile or geodatabase to the CITY on an appropriately determined schedule.

ADMS

Recent advances in automated debris management tracking systems provide real-time, automated tracking and reporting. FEMA embraces technological advancements and recognizes the potential benefits of these automated systems.

The CONTRACTOR shall provide an electronic automated debris management system that shall create load tickets electronically, eliminating the need for written and scanned tickets. The ADMS features shall include, at a minimum, the following:

1. Paperless electronic (handheld device) load ticket generation and data collection;
2. Debris vehicle certification data capture at certification site;
3. Encrypted and secure field data transfer (field to DMS, DMS to server);
4. Accessible secure database for government and Disaster Debris Removal Contractor(s) use. Database will be internet accessible by Disaster Debris Removal Contractor(s), CITY, State and other public entities on a need to know basis;
5. Minimal manual entry of load ticket data fields (e.g., load call, type of debris);
6. Automation of debris pickup location thru use of GPS technologies;
7. Evaluation of daily event status using web-based reporting and GIS tools;
8. Coordination of Disaster Debris Removal Contractor(s) invoices, FEMA documentation and applicant payment process enabled thru an integrated database management system;
9. CONTRACTOR shall use an ADMS during the performance of services under this agreement for managing the collection, transport, and/or disposal of debris. DMS Monitoring

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

are equipped with the necessary safety restraints, coordinating with all federal, state and local agencies, and keeping accurate records.

Debris Vehicle Certification

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

Damage Complaint Tracking

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

Data Compilation and Reporting

The CONTRACTOR will be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data and vehicle certifications, project records, photos and manifests, etc., to support federal (FEMA), state and local reimbursements, and subsequent audits.

The CONTRACTOR will be responsible for providing regular status updates to the CITY. This reporting will include creating, updating and maintaining a database to include all information on debris removal and disposal, including number of loads and types, vehicle certification, stump, hanger and leaner information and images. All electronic reporting will be provided in a format acceptable to the CITY and the CITY shall have access to the database to perform queries and produce reports. The CITY will require the CONTRACTOR to meet minimum standards for the timeliness of data reporting.

Payment Monitoring and Reconciliation Processing

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

Other Related Services

Additional services the CITY desires the CONTRACTOR to provide include the following:

- A. Assist the CITY in preparing final reports for reimbursement by FEMA, FHWA and other agencies;
- B. Providing professional oversight to ensure compliance with Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), Florida Department of Forestry (DOF), and FEMA regulatory and reporting requirements, as well as any other federal, state, or local regulation applicable to debris management;
- C. Ensuring that the processing of federal funding is done as expeditiously as possible by taking ownership of the responsibility for ensuring the accuracy of invoices, payroll, monitoring information, reports, ADMS data, vehicle certifications, and operating data;

- D. Meeting with CITY'S representatives and the Disaster Debris Removal Contractor(s) daily during disaster event activation. Meeting with the CITY'S Project Manager or his/her designee at least once per year at no cost to the CITY prior to hurricane season, and;
- E. Additional services that the PROPOSER wishes to propose or that the CITY and the CONTRACTOR agree to add at a later date.

END OF SCOPE OF WORK

Exhibit "B"

Federal Contract Provisions

The Contractor hereby agrees that the following terms, at a minimum, will be incorporated into the contract, which is funded in whole or in part with any federal or other funding where the following terms are applicable:

Equal Employment Opportunity. During the performance of the resulting contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic,

including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. DOJ, the State of Florida, or the CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2

C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification, as laid out in Exhibit I, is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida or the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification as laid out in Exhibit J. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered materials.

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

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

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Access to Records.

(1) The Contractor agrees to provide the State of Florida, the CITY, the DOJ Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the DOJ Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags.

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

Compliance with Federal Law, Regulations, and Executive Orders.

By signing this agreement, the Contractor acknowledges that federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives.

No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Affirmative Steps. Required Affirmative Steps

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Domestic preferences for procurements.

(1) As appropriate and to the extent consistent with law, the Contractor should purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(2) For purposes of this section:

(a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Prohibition on certain telecommunications and video surveillance services or equipment.

(1) The Contractor is prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), the City shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - LOWER-TIER COVERED TRANSACTIONS

Lower-Tier Covered Transactions

“Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.” (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

- *Nonprocurement Transaction*: A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction*: (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed \$25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant*: Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal*: An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions*: The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment*: Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension*: Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency

investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)

- *Ineligible or Ineligibility:* A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
- *Person:* Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal:* A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion:* A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded:* The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

Instructions for Certification

1. By signing or certifying and submitting this application, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by signing or certifying and submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—
Lower-Tier Covered Transactions**

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this application, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Signature of Contractor's Authorized Official

Brooks Wallace, President

Name and Title of Contractor's Authorized Official

November 29, 2023

Date

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor DebrisTech, LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Brooks Wallace, President

Name and Title of Contractor's Authorized Official

November 29, 2023

Date

EXHIBIT "C"
Unit Price Schedule
(from the Contractor's Bid)

(B4)

IFB #23-125 Disaster Debris Management and Support Services

SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work set forth in the Scope of Work. In the event additional work is added to the contract by Change Order, the following unit prices will be utilized (as applicable). The quantities below are estimated quantities. City does not guarantee a minimum order and reserves the right to adjust these quantities as considered in the best interest of the City. The bidder acknowledges that no additional payment will be made for adjustments in the quantities.

Unit Prices, unless otherwise indicated, shall include all expenses and equipment, including but not limited to, ADMS, travel related expenses, meal allowances, hotel rooms, and any other relevant out of pocket expenses, as well as vehicles, electronics, communications equipment and any other equipment, facilities, or infrastructure necessary to carry out the task. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster. Assumptions: 80,000 cubic yards of debris consisting of 60,000 cubic yards of vegetation debris and 20,000 cubic yards of mixed debris.

Bidders shall provide unit prices for all items to be considered for award.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
1.	Project Office/Principal	40	HR	\$ 0.01	\$ 0.40
2.	Project Manager	100	HR	\$ 65.00	\$ 6,500.00
3.	Operations Manager	200	HR	\$ 55.00	\$ 11,000.00
4.	FEMA Reimbursement Manager	80	HR	\$ 95.00	\$ 7,600.00
5.	Operations Specialist	100	HR	\$ 50.00	\$ 5,000.00
6.	Field Supervisor	250	HR	\$ 45.00	\$ 11,250.00
7.	Engineer/Scientist/Professional	25	HR	\$ 65.00	\$ 1,625.00
8.	Environmental Consultant	25	HR	\$ 65.00	\$ 1,625.00
9.	Environmental Field Technician	25	HR	\$ 65.00	\$ 1,625.00
10.	Data Manager	40	HR	\$ 55.00	\$ 2,200.00
11.	GIS Analyst/Specialist	25	HR	\$ 55.00	\$ 1,375.00
12.	Administrative Support	150	HR	\$ 0.01	\$ 1.50

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
13.	DMS Monitor	1,000	HR	\$ 36.50	\$ 36,500.00
14.	Field Monitor	2,000	HR	\$ 36.50	\$ 73,000.00
15.	Call Center Operator	200	HR	\$ 0.01	\$ 2.00
16.	Data Entry Clerk-Paper Ticket	25	HR	\$ 0.01	\$ 0.25
TOTAL BID PRICE:					\$ 159,304.15

The City anticipates issuing task/purchase orders to the selected bidders based on the unit prices set forth above in this Schedule of Unit Prices (as awarded). However, the City may issue task/purchase orders in whole or in part based on a time and material basis. The City reserves the right to determine which compensation method will be utilized and, if time and material basis is to be used, the City will set a Not-to-Exceed price for the task/purchase order (with all costs above that to be at the Contractor's risk) and with sufficient City oversight.

Name of Bidder: DebrisTech, LLC

Address: 923 Goodyear Blvd City Picayune ST MS Zip 39466

Phone: (601) 658-9598 Email: debra@debristech.com

Print Name: Debra McCormick Title: Business Manager

SIGNATURE  Date: September 25, 2023

DebrisTech LLC_Agreement_City Wide Notarized

Final Audit Report

2023-11-30

Created:	2023-11-29
By:	Debra McCormick (debra@debristech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcuP1BYziLABBNlpXfflIR3aVFdYz_kiH

"DebrisTech LLC_Agreement_City Wide Notarized" History

-  Document created by Debra McCormick (debra@debristech.com)
2023-11-29 - 8:34:33 PM GMT- IP address: 142.190.94.98
-  Document emailed to Brooks Wallace (brooks@debristech.com) for signature
2023-11-29 - 8:39:19 PM GMT
-  Email viewed by Brooks Wallace (brooks@debristech.com)
2023-11-30 - 1:58:08 AM GMT- IP address: 76.208.56.145
-  Document e-signed by Brooks Wallace (brooks@debristech.com)
Signature Date: 2023-11-30 - 1:58:23 AM GMT - Time Source: server- IP address: 76.208.56.145
-  Agreement completed.
2023-11-30 - 1:58:23 AM GMT

**CONTRACTOR AGREEMENT
(Disaster Debris Management and Support Services)**

THIS CONTRACTOR AGREEMENT ("Agreement" hereinafter) is made this _____, between the **City of Lake Worth Beach**, Florida, a municipal corporation, hereinafter the "CITY", with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **TETRA TECH, Inc.**, a Corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 2301 Lucien Way Suite 120, Maitland, FL 32751.

RECITALS

WHEREAS, the CITY is a municipal corporation organized and existing pursuant to the CITY's Charter and the Constitution of the State of Florida;

WHEREAS, the CITY issued Invitation for Bids # 23-125 for Disaster Debris Management and Support Services (hereinafter "IFB"); and

WHEREAS, CONTRACTOR submitted a bid to perform the services described and set out in the IFB's Scope of Services, which Scope of Services is attached hereto and incorporated herein by reference as **Exhibit "A"**; and

WHEREAS, the CITY desires to accept the CONTRACTOR's bid for the CONTRACTOR to render the required services to the CITY as provided herein; and

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, this Agreement has been identified as providing essential services which is anticipated to be needed by the CITY in the event of a hurricane or other disaster in order to provide the services for the benefit of the public health, safety and welfare; and

WHEREAS, CONTRACTOR acknowledges and agrees that in such event, the CITY may apply to the State of Florida or the federal government for funds which will be used to pay CONTRACTOR or reimburse the CITY for payments made to CONTRACTOR and that the federal government will only consider reimbursing for contracts which contain the requisite FEMA provisions; and

WHEREAS, CONTRACTOR acknowledges and agrees that any services performed under this Agreement and pursuant to the IFB will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives; and

WHEREAS, CONTRACTOR acknowledges and agrees to the terms set forth in IFB and **Exhibit "B"**, which are the provisions required to be included in contracts funded by federal grants, including FEMA Public Assistance (see 2 C.F.R. § 200.326 and applicable FEMA guidance); and

WHEREAS, the CITY finds making the non-exclusive award of the IFB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. TERM

The initial term of this non-exclusive Agreement shall be from the date of execution by the CITY for an initial term of three (3) years with two (2) additional one (1) year renewal options unless earlier terminated in accordance with the terms of this Agreement. The CONTRACTOR's rates shall remain firm for the first three (3) years of the Agreement subject to terms and conditions to be negotiated on requests for consideration of a price adjustment after the initial term.

2. SCOPE OF WORK

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

The CONTRACTOR shall be responsible for monitoring and certifying all of the CITY'S authorized collection activities. This responsibility includes monitoring and certifying all debris loads to ensure eligibility for federal reimbursement, providing trained collection monitors, exercising quality control over the debris monitoring activity, and providing daily feedback to the CITY. CONTRACTOR shall ensure that all Disaster Debris Removal Contractor(s) loads are correctly captured by their automated debris management tracking systems (ADMS).

The CONTRACTOR shall photographically document daily collection activities. CONTRACTOR shall identify and document all leaners, hangers and stumps and coordinate with federal and state representatives to ensure eligibility and maximum reimbursement.

Additionally, the CONTRACTOR shall coordinate with the CITY to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc.

CONTRACTOR's staff should be equipped with modern communication equipment. CONTRACTOR shall have the ability to maintain shapefiles or geodatabases of collection passes, customer complaints and leaners, hangers and stumps including photos, and to track these issues using a GIS and provide an updated shapefile or geodatabase to the CITY on an appropriately determined schedule.

- a. The CONTRACTOR shall have a phone number at which they can be immediately contacted twenty-four hours a day.
- b. The CONTRACTOR shall work with designated CITY employees to develop schedules for the respective locations. The services shall be scheduled such that it does not disrupt CITY functions and normal day-to-day operations of the CITY.
- c. Project Manager - The CONTRACTOR shall provide a project manager who shall be responsible for the overall management and coordination of this Agreement and who shall act as the central point of contact with the CITY.
- d. On-Site Supervisor - The CONTRACTOR shall provide supervisory personnel essential to accomplish all work required. On-site supervisor must be trained and

possess the necessary competency to make sufficient daily inspections to ensure that work has been and is being performed as required under this contract.

- e. Conduct - The CITY has the sole right to request removal of any contracted employee for reasonable cause. The CONTRACTOR's supervisor shall be responsible for the conduct and performance of the CONTRACTOR's employees.
- f. Purchase order(s) - This non-exclusive agreement does not guarantee that they CITY shall utilize the CONTRACTOR in any capacity or for any services identified herein. When the CITY identifies a need for the CONTRACTOR's services, the CONTRACTOR shall be activated via purchase order only in the face of an emergency or immediately after an emergency. Any job requirements or rates not covered by a Purchase Order shall be separately negotiated and approved via separate Change Order.
- g. Subcontractors - If subcontractor (s) are to be utilized for services, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women business enterprise and labor surplus area firms are solicited and used when possible. The CONTRACTOR shall provide a written proposal from the subcontractor(s) and attach the same with to the CONTRACTOR's proposal submitted to the CITY.

2.2 The CITY intends to activate the CONTRACTOR's services on an as-needed basis solely determined by the CITY. Depending on the nature of the storm and circumstances, the CITY may activate more than one (1) contractor. The CITY 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.

2.3 The CONTRACTOR represents that it is experienced and proficient in all phases of providing disaster debris removal, Haul-Off Emergency and related services to the CITY in an event of a natural disaster or other emergency related crises.

2.4 The CONTRACTOR represents to the CITY that the Scope of Work provided under this Agreement and IFB shall be in accordance with accepted and established trade practices, standards and procedures recognized in the CONTRACTOR's trade in general and that the supplied services shall conform to the highest standards and in accordance with this Agreement.

2.5 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and shall maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.6 The Scope of Work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors), while on CITY premises, shall comply with all CITY requirements governing safety, conduct and security.

2.7 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the IFB and this Agreement.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the scope of work under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the scope of work 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 scope of work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the scope of work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

4. FEE AND ORDERING MECHANISM

4.1 For services to be rendered under this Agreement, the CONTRACTOR shall be entitled to compensation at the amount set forth in CONTRACTOR's rate attached hereto as **Exhibit "C"**. After the first three (3) years of this Agreement, if due to applicable price escalations and/or reductions which impact the CONTRACTOR's rate, the CITY and CONTRACTOR may execute a written amendment to this Agreement to establish a new rate for the renewal term(s). The City Manager may approve renewals of this Agreement and rate increases deemed reasonable by the CITY.

4.2 Should the CITY require additional goods or services, not included in this Agreement, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the CITY's procurement code prior to any such additional goods or services being provided by the CONTRACTOR.

4.3 The CITY's ordering mechanism for the scope of work performed under this Agreement will be a City Purchase Order; however, the terms and conditions stated in a City Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order. The CITY's Fiscal Year ends on September 30th of each calendar year and the CITY cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the CITY's City Commission. Additionally, the CITY must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the CITY will issue a new Purchase Order for required and approved goods and/or services.

4.4 This Agreement does not guarantee that the CITY will utilize the CONTRACTOR in any capacity or for any services hereunder. When the CITY identifies a need for the CONTRACTOR's services, the CITY will issue the CONTRACTOR with a Purchase Order specifying the work required. The CONTRACTOR shall commence the identified services upon the CITY's approval of the Purchase Order for the services and issuance of a notice to proceed.

5. MAXIMUM COSTS

5.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the scope of work in accordance with the IFB and this Agreement is not to exceed **the amount(s) set forth in the approved Purchase Order issued to the CONTRACTOR annually or on case by case basis**, and no additional costs shall be authorized without prior written approval from the CITY. The annual Not to Exceed amount which may be approved by the CITY Manager or

designee via a CITY Purchase Order under this Agreement is **\$250,000.00** (Two Hundred Fifty Thousand Dollars).

6. INVOICE & PAYMENT

6.1 The CONTRACTOR shall submit an itemized invoice to the CITY for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

6.2 If the CITY disputes any invoice or part of an invoice, CITY shall notify the CONTRACTOR within a reasonable time after receipt of the invoice. CITY reserves the right to off-set, reduce or withhold any payment to the CONTRACTOR until the dispute is resolved.

7. AUDIT BY CITY

7.1 The CONTRACTOR shall permit the CITY, or any authorized representatives of the CITY, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

8. COPIES OF DATA/DOCUMENTS

8.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

9. OWNERSHIP

9.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

10. WRITTEN AUTHORIZATION REQUIRED

10.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the CITY for such additional services or goods. Additional services or goods provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the CITY.

11. DEFAULTS, TERMINATION OF AGREEMENT

11.1 If the CONTRACTOR fails to timely perform the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Agreement; or, is in material breach of a term or condition of this Agreement, the City Manager or designee may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the City Manager or designee, the CITY may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the CITY may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults

to the satisfaction of the City Manager or designee, the CITY may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

11.2 Notwithstanding paragraph 11.1, the CITY reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph.

12. INSURANCE

12.1. Prior to commencing the scope of work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the CITY. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "City of Lake Worth Beach" as an "Additional Insured" on a primary, non-contributory basis, and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.

12.2. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence (\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

12.3. The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$5,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. Coverage shall include passenger liability.

12.4. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

13. WAIVER OF BREACH

13.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

14. INDEMNITY

14.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts, omissions or neglect of the CONTRACTOR or any of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

14.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

14.3 Compliance with any insurance requirements required elsewhere in this Agreement shall not relieve CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section.

14.4 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONTRACTOR. Further, nothing contained in this Agreement shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes, as amended from time to time. The provisions and limitations set forth in Section 768.28, Florida Statutes, shall apply to the CITY's liability under this Agreement to claims or actions arising in tort and/or in contract.

14.5 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

15. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

15.1 This Agreement consists of the terms and conditions provided herein; the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein); the scope of services attached as Exhibit "A"; all applicable federal grant requirements attached as Exhibit "B"; and, the CONTRACTOR's rate attached as Exhibit "C". To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement along with Exhibit "B" shall prevail with the IFB (including all specifications, exhibits and addenda attached thereto or referenced therein) and the scope of services attached as Exhibit "A") next taking precedence. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

15.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

16. ASSIGNMENT

16.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the CONTRACTOR and not for the

benefit or any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

16.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

17. SUCCESSORS AND ASSIGNS

17.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

18. WAIVER OF TRIAL BY JURY

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

19. GOVERNING LAW AND REMEDIES

19.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

19.2 No remedy herein 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.

20. TIME IS OF THE ESSENCE

20.1 Time is of the essence in the completion of the scope of work as specified herein.

21. NOTICES

21.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the CITY or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the CITY shall be given to the CITY address as follows:

City of Lake Worth Beach
Attn: City Manager
CC: Finance Department/Procurement Division
7 North Dixie Highway
Lake Worth Beach, Florida 33460

All notices, demands or requests from the CITY to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Tetra Tech, Inc.
Attn: Jonathan Burgiel, Business Unit President
2301 Lucien Way, Suite 120
Maitland, FL 32751

22. SEVERABILITY

22.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

23. DELAYS AND FORCES OF NATURE

23.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arise out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

23.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

24. COUNTERPARTS

24.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. This Agreement may be executed with electronic signatures.

25. LIMITATIONS OF LIABILITY

25.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

26. PUBLIC ENTITY CRIMES

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

27. RECITALS AND PREPARATION

27.1 The Recitals set out at the beginning of this Agreement are incorporated as true and correct statements of the CITY and CONTRACTOR.

27.2 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

28. PALM BEACH COUNTY INSPECTOR GENERAL

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

29. ENFORCEMENT COSTS

29.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

30. PUBLIC RECORDS

30.1 CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the CITY as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the services under this Agreement.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon the completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the services. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

31. COPYRIGHTS AND/OR PATENT RIGHTS

31.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

32. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

32.1 CONTRACTOR certifies that all material, equipment, etc., contained in this proposal meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

33. FEDERAL AND STATE TAX

33.1 The CITY is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the CITY, nor shall the CONTRACTOR be authorized to use the CITY's tax Exemption Number in securing such materials.

34. PROTECTION OF PROPERTY

34.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the CITY or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The CITY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be

responsible to safeguard all of their property such as tools and equipment while on site. The CITY will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

35. DAMAGE TO PERSONS OR PROPERTY

35.1 The responsibility for all damage to person or property arising out of or on account of work done under this Agreement shall rest upon the CONTRACTOR, and the CONTRACTOR shall save the CITY harmless from all claims made on account of such damages.

36. WARRANTY

36.1 CONTRACTOR warrants and guarantees to the CITY that the Scope of Work provided under this Agreement shall be in accordance with the Agreement and the other documents specifically included in this Agreement. CONTRACTOR warrants that all goods and parts supplied under the Scope of Work and this Agreement shall be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR guarantees that all services and labor performed under the Scope of Work and this Agreement will be free from defects for a minimum of one (1) year from the final completion of the Scope of Work. CONTRACTOR shall provide to the CITY any and all manufacturers' warranties for the goods and services being provided under the Scope of Work.

37. E-VERIFY

Pursuant to Section 448.095(2), the CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

38. SCRUTINIZED COMPANIES

38.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false

certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

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

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

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

38.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the City of the same.

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

39. SURVIVABILITY

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

40. WORK FOR HIRE

40.1 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the CONTRACTOR or its subcontractors under this Agreement shall be considered a "Work for Hire" and the exclusive property of the CITY. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, CONTRACTOR and CONTRACTOR's Subcontractors will assign to the CITY all right, title and interest in and to CONTRACTOR and/or CONTRACTOR's Subcontractors' copyright(s) for such Documents. CONTRACTOR shall execute and deliver to CITY such instruments of transfer and take such other action that CITY may reasonable request, including, without limitation, executing and filing, at CITY's expense, copyright applications, assignments and other documents required for the protection of CITY's right to such Documents. The CONTRACTOR shall retain copies of the Documents for a period of three (3) years from the date of completion of the scope of services. The CITY grants to the CONTRACTOR and CONTRACTOR's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the CONTRACTOR or the CONTRACTOR's Subcontractors in future projects of the CONTRACTOR or CONTRACTOR's Subcontractors with said right and/or limited license to use a portion at CONTRACTOR's or CONTRACTOR's Subcontractor's own risk and without any liability to CITY. Any modifications made by the CITY to any of the Contractor's Documents, or any use, partial use or reuse of the

Documents without written authorization or adaptation by the CONTRACTOR will be at the CITY's sole risk and without liability to the CONTRACTOR.

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SIGNATURE PAGE FOLLOWS

Exhibit "A"
Scope of Work

The Scope of Work is for CONTRACTOR to be responsible for the Management of Disaster Debris and Support Services for the CITY to include Project/Operations Management, Collection Monitoring, ADMS, Data Processing and Management, DMS Monitoring, Debris Vehicle Certification, Damage Complaint Tracking, Data Compilation and Reporting, Payment Monitoring and Reconciliation Processing, Reporting and Coordinating with the CITY'S Project/Operations Manager, and other related services as outlined in this Scope. CONTRACTOR shall provide services in the event of a debris-generating disaster, such as a hurricane.

FEMA financial assistance may be used to fund this Agreement. The CONTRACTOR shall perform all work in compliance with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives in order to maximize recovery of reimbursable expenses. This shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished. This includes compliance with any disaster monitoring services the CITY may have under contract.

The CONTRACTOR may be required, at the CITY's discretion, to be under the direction of an agent of the CITY.

While intended to cover debris management needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to the City of Lake Worth Beach. 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.

If activation is required, the CITY intends to activate this Agreement on an as-needed basis as solely determined by the CITY. The CITY intends to activate the CONTRACTOR in the order of final ranking as best meets the needs of the CITY. The CITY reserves the sole right to assign/reassign the CONTRACTOR at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.

CONTRACTOR will serve as a General Contractor for the purpose of debris management, and will be able to use his/her own and subcontractor resources to meet the obligations of the contract and specific purchase order. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. Notwithstanding, the CONTRACTOR must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible.

SCOPE OF WORK/OVERVIEW

Project/Operations Management

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

Collection Monitoring

The CONTRACTOR will be responsible for monitoring and certifying all of the CITY'S authorized collection activities. This responsibility includes monitoring and certifying all debris loads to ensure eligibility for federal reimbursement, providing trained collection monitors, exercising quality control over the debris monitoring activity, and providing daily feedback to the CITY. CONTRACTOR shall ensure that all Disaster Debris Removal Contractor(s) loads are correctly captured by their automated debris management tracking systems (ADMS).

The CONTRACTOR shall photographically document daily collection activities. CONTRACTOR shall identify and document all leaners, hangers and stumps and coordinate with federal and state representatives to ensure eligibility and maximum reimbursement.

Additionally, the CONTRACTOR shall coordinate with the CITY to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc.

CONTRACTOR's staff should be equipped with modern communication equipment. CONTRACTOR shall have the ability to maintain shapefiles or geodatabases of collection passes, customer complaints and leaners, hangers and stumps including photos, and to track these issues using a GIS and provide an updated shapefile or geodatabase to the CITY on an appropriately determined schedule.

ADMS

Recent advances in automated debris management tracking systems provide real-time, automated tracking and reporting. FEMA embraces technological advancements and recognizes the potential benefits of these automated systems.

The CONTRACTOR shall provide an electronic automated debris management system that shall create load tickets electronically, eliminating the need for written and scanned tickets. The ADMS features shall include, at a minimum, the following:

1. Paperless electronic (handheld device) load ticket generation and data collection;
2. Debris vehicle certification data capture at certification site;
3. Encrypted and secure field data transfer (field to DMS, DMS to server);
4. Accessible secure database for government and Disaster Debris Removal Contractor(s) use. Database will be internet accessible by Disaster Debris Removal Contractor(s), CITY, State and other public entities on a need to know basis;
5. Minimal manual entry of load ticket data fields (e.g., load call, type of debris);
6. Automation of debris pickup location thru use of GPS technologies;
7. Evaluation of daily event status using web-based reporting and GIS tools;
8. Coordination of Disaster Debris Removal Contractor(s) invoices, FEMA documentation and applicant payment process enabled thru an integrated database management system;
9. CONTRACTOR shall use an ADMS during the performance of services under this agreement for managing the collection, transport, and/or disposal of debris. DMS Monitoring

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

are equipped with the necessary safety restraints, coordinating with all federal, state and local agencies, and keeping accurate records.

Debris Vehicle Certification

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

Damage Complaint Tracking

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

Data Compilation and Reporting

The CONTRACTOR will be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data and vehicle certifications, project records, photos and manifests, etc., to support federal (FEMA), state and local reimbursements, and subsequent audits.

The CONTRACTOR will be responsible for providing regular status updates to the CITY. This reporting will include creating, updating and maintaining a database to include all information on debris removal and disposal, including number of loads and types, vehicle certification, stump, hanger and leaner information and images. All electronic reporting will be provided in a format acceptable to the CITY and the CITY shall have access to the database to perform queries and produce reports. The CITY will require the CONTRACTOR to meet minimum standards for the timeliness of data reporting.

Payment Monitoring and Reconciliation Processing

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

Other Related Services

Additional services the CITY desires the CONTRACTOR to provide include the following:

- A. Assist the CITY in preparing final reports for reimbursement by FEMA, FHWA and other agencies;
- B. Providing professional oversight to ensure compliance with Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), Florida Department of Forestry (DOF), and FEMA regulatory and reporting requirements, as well as any other federal, state, or local regulation applicable to debris management;
- C. Ensuring that the processing of federal funding is done as expeditiously as possible by taking ownership of the responsibility for ensuring the accuracy of invoices, payroll, monitoring information, reports, ADMS data, vehicle certifications, and operating data;

- D. Meeting with CITY'S representatives and the Disaster Debris Removal Contractor(s) daily during disaster event activation. Meeting with the CITY'S Project Manager or his/her designee at least once per year at no cost to the CITY prior to hurricane season, and;
- E. Additional services that the PROPOSER wishes to propose or that the CITY and the CONTRACTOR agree to add at a later date.

END OF SCOPE OF WORK

Exhibit "B"

Federal Contract Provisions

The Contractor hereby agrees that the following terms, at a minimum, will be incorporated into the contract, which is funded in whole or in part with any federal or other funding where the following terms are applicable:

Equal Employment Opportunity. During the performance of the resulting contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic,

including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. DOJ, the State of Florida, or the CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by DOJ.

Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2

C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification, as laid out in Exhibit I, is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida or the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification as laid out in Exhibit J. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Procurement of Recovered materials.

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

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

(ii) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(iii) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Access to Records.

(1) The Contractor agrees to provide the State of Florida, the CITY, the DOJ Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the DOJ Administrator or the Comptroller General of the United States.

DHS Seal, Logo, and Flags.

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

Compliance with Federal Law, Regulations, and Executive Orders.

By signing this agreement, the Contractor acknowledges that federal financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives.

No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Affirmative Steps. Required Affirmative Steps

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Domestic preferences for procurements.

- (1) As appropriate and to the extent consistent with law, the Contractor should purchase, acquire, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- (2) For purposes of this section:
 - (a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Prohibition on certain telecommunications and video surveillance services or equipment.

(1) The Contractor is prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain;

(b) Extend or renew a contract to procure or obtain; or

(c) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), the City shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - LOWER-TIER COVERED TRANSACTIONS

Lower-Tier Covered Transactions

“Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.” (2 CFR 200.212)

This certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 180.300)

Terms Defined

- *Nonprocurement Transaction*: A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
- *Lower-Tier Covered Transaction*: (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed \$25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
- *Participant*: Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
- *Principal*: An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
- *System for Award Management (SAM) Exclusions*: The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945).
- *Debarment*: Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
- *Suspension*: Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency

investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)

- *Ineligible or Ineligibility:* A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
- *Person:* Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
- *Proposal:* A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.
- *Voluntary Exclusion:* A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
- *Voluntarily Excluded:* The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)

Instructions for Certification

1. By signing or certifying and submitting this application, the prospective lower-tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower-tier participant further agrees by signing or certifying and submitting this application that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—
Lower-Tier Covered Transactions**

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this application, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

12/1/2023

Date

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

12/1/2023

Date

EXHIBIT "C"
Unit Price Schedule
(from the Contractor's Bid)

(B4)

IFB #23-125 Disaster Debris Management and Support Services

SCHEDULE OF UNIT PRICES

In order to evaluate the total bid amount, each Bidder must identify the unit prices for the work set forth in the Scope of Work. In the event additional work is added to the contract by Change Order, the following unit prices will be utilized (as applicable). The quantities below are estimated quantities. City does not guarantee a minimum order and reserves the right to adjust these quantities as considered in the best interest of the City. The bidder acknowledges that no additional payment will be made for adjustments in the quantities.

Unit Prices, unless otherwise indicated, shall include all expenses and equipment, including but not limited to, ADMS, travel related expenses, meal allowances, hotel rooms, and any other relevant out of pocket expenses, as well as vehicles, electronics, communications equipment and any other equipment, facilities, or infrastructure necessary to carry out the task. Locations of sites, debris quantities, destinations, material densities, etc. may differ substantially in an actual disaster. Assumptions: 80,000 cubic yards of debris consisting of 60,000 cubic yards of vegetation debris and 20,000 cubic yards of mixed debris.

Bidders shall provide unit prices for all items to be considered for award.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
1.	Project Office/Principal	40	HR	\$ 45.00	\$ 1,800.00
2.	Project Manager	100	HR	\$ 69.00	\$ 6,900.00
3.	Operations Manager	200	HR	\$ 59.00	\$ 11,800.00
4.	FEMA Reimbursement Manager	80	HR	\$ 95.00	\$ 7,600.00
5.	Operations Specialist	100	HR	\$ 65.00	\$ 6,500.00
6.	Field Supervisor	250	HR	\$ 45.00	\$ 11,250.00
7.	Engineer/Scientist/Professional	25	HR	\$ 95.00	\$ 2,375.00
8.	Environmental Consultant	25	HR	\$ 45.00	\$ 1,125.00
9.	Environmental Field Technician	25	HR	\$ 45.00	\$ 1,125.00
10.	Data Manager	40	HR	\$ 60.00	\$ 2,400.00
11.	GIS Analyst/Specialist	25	HR	\$ 55.00	\$ 1,375.00
12.	Administrative Support	150	HR	\$ 34.00	\$ 5,100.00

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED TOTAL
13.	DMS Monitor	1,000	HR	\$ 32.00	\$ 32,000.00
14.	Field Monitor	2,000	HR	\$ 36.00	\$ 72,000.00
15.	Call Center Operator	200	HR	\$ 32.00	\$ 6,400.00
16.	Data Entry Clerk-Paper Ticket	25	HR	\$ 15.00	\$ 375.00
TOTAL BID PRICE:					\$ 170,125.00


The City anticipates issuing task/purchase orders to the selected bidders based on the unit prices set forth above in this Schedule of Unit Prices (as awarded). However, the City may issue task/purchase orders in whole or in part based on a time and material basis. The City reserves the right to determine which compensation method will be utilized and, if time and material basis is to be used, the City will set a Not-to-Exceed price for the task/purchase order (with all costs above that to be at the Contractor's risk) and with sufficient City oversight.

Name of Bidder: Tetra Tech, Inc.

Address: 2301 Lucien Way Suite 120 City Maitland ST FL Zip 32751

Phone: (321) 441-8500 Email: TDR.contracts@tetratech.com

Print Name: Jonathan Burgiel Title: Business Unit President

SIGNATURE:  Date: Septemebr 25, 2023

*In the event a rate increase adjustment is agreed to by the City, rates for the subsequent years after the first term of the agreement and any extension term years shall be subject to an annual adjustment on the anniversary date of the contract in accordance with the U.S. Consumer Price Index.



City of Lake Worth Beach

BID TABULATION - IFB #23-125 Disaster Debris Management and Support Services

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	Rostan Solutions, LLC		DebrisTech, LLC		Tetra Tech, Inc.		Disaster Program & Operations, Inc.	
				UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	Project Office/Principal	40	HR	\$45.00	\$1,800.00	\$0.01	\$0.40	\$45.00	\$1,800.00	\$120.00	\$4,800.00
2	Project Manager	100	HR	\$90.00	\$9,000.00	\$65.00	\$6,500.00	\$69.00	\$6,900.00	\$90.00	\$9,000.00
3	Operations Manager	200	HR	\$80.00	\$16,000.00	\$55.00	\$11,000.00	\$59.00	\$11,800.00	\$80.00	\$16,000.00
4	FEMA Reimbursement Manager	80	HR	\$130.00	\$10,400.00	\$95.00	\$7,600.00	\$95.00	\$7,600.00	\$80.00	\$6,400.00
5	Operations Specialist	100	HR	\$55.00	\$5,500.00	\$50.00	\$5,000.00	\$65.00	\$6,500.00	\$65.00	\$6,500.00
6	Field Supervisor	250	HR	\$50.00	\$12,500.00	\$45.00	\$11,250.00	\$45.00	\$11,250.00	\$40.00	\$10,000.00
7	Engineer/Scientist/Professional	25	HR	\$125.00	\$3,125.00	\$65.00	\$1,625.00	\$95.00	\$2,375.00	\$125.00	\$3,125.00
8	Environmental Consultant	25	HR	\$75.00	\$1,875.00	\$65.00	\$1,625.00	\$45.00	\$1,125.00	\$85.00	\$2,125.00
9	Environmental Field Technician	25	HR	\$55.00	\$1,375.00	\$65.00	\$1,625.00	\$45.00	\$1,125.00	\$60.00	\$1,500.00
10	Data Manager	40	HR	\$75.00	\$3,000.00	\$55.00	\$2,200.00	\$60.00	\$2,400.00	\$65.00	\$2,600.00
11	GIS Analyst/Specialist	25	HR	\$65.00	\$1,625.00	\$55.00	\$1,375.00	\$55.00	\$1,375.00	\$65.00	\$1,625.00
12	Administrative Support	150	HR	\$34.00	\$5,100.00	\$0.01	\$1.50	\$34.00	\$5,100.00	\$40.00	\$6,000.00
13	DMS Monitor	1,000	HR	\$37.00	\$37,000.00	\$36.50	\$36,500.00	\$32.00	\$32,000.00	\$32.00	\$32,000.00
14	Field Monitor	2,000	HR	\$37.00	\$74,000.00	\$36.50	\$73,000.00	\$36.00	\$72,000.00	\$32.00	\$64,000.00
15	Call Center Operator	200	HR	\$34.00	\$6,800.00	\$0.01	\$2.00	\$32.00	\$6,400.00	\$50.00	\$10,000.00
16	Data Entry Clerk-Paper Ticket	25	HR	\$32.00	\$800.00	\$0.01	\$0.25	\$15.00	\$375.00	\$30.00	\$750.00
TOTAL BID PRICE:				\$189,900.00		\$159,304.15		\$170,125.00		\$176,425.00	
Bid Package Cover Sheet (B1)				Submitted		Submitted		Submitted		Submitted	
Bidder Minimum Qualifications (B2)				Submitted		Submitted		Submitted		Submitted	
Bid (B3)				Submitted		Submitted		Submitted		Submitted	
Schedule of Unit Prices (B4)				Submitted		Submitted		Submitted		Submitted	
Schedule of Subcontractors (B5)				Submitted		Submitted		Submitted		Submitted	
Reference List (B6)				Submitted		Submitted		Submitted		Submitted	
Non-Collusion Affidavit (B7)				Submitted		Submitted		Submitted		Submitted	
Drug Free Certification (B8)				Submitted		Submitted		Submitted		Submitted	
Campaign Contribution Statement (B9)				Submitted		Submitted		Submitted		Submitted	
Scrutinized Companies Certification (B10)				Submitted		Submitted		Submitted		Submitted	
Addendums Acknowledgment				Submitted		Submitted		Submitted		Submitted	
Certification Regarding Debarments, Suspension & Other Responsibility Matters (B11)				Submitted		Submitted		Submitted		Submitted	
Certificaion for Contracts, Grants, Loans, Cooperative Agreements (B12)				Submitted		Submitted		Submitted		Submitted	

STAFF REPORT REGULAR MEETING

AGENDA DATE: December 19, 2023

DEPARTMENT: Human Resources

TITLE:

Approval of Interim City Manager Contract with Jamie Brown

SUMMARY:

At the December 11, 2023 regular meeting, City Manager Carmen Davis' contract was terminated. The City Commission voted to appoint Jamie Brown as Interim City Manager until a replacement could be hired.

BACKGROUND AND JUSTIFICATION:

Until a new City Manager is selected, the Commission has designated Jamie Brown to serve as Interim City Manager to provide stability and consistency in the City organization and to ensure Commission business continues uninterrupted. Mr. Brown served as Interim Assistant City Manager until Troy Perry was hired last month. He has served the City for over 13 years and has an in-depth knowledge of the organization as well as extensive working experience with the Management Team, fellow governmental agencies, community partners, City residents and businesses.

MOTION:

Move to approve/disapprove the Interim City Manager Contract with Jamie Brown

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Proposed Agreement

EMPLOYMENT AGREEMENT FOR INTERIM CITY MANAGER

THIS AGREEMENT is made and entered between JAMIE BROWN (“EMPLOYEE” or “Interim City Manager”) and the CITY OF LAKE WORTH BEACH, a municipal corporation of the State of Florida (“CITY”), collectively “the PARTIES”.

WHEREAS, the CITY, by and through its City Commission (“Commission”), desires to engage the services of EMPLOYEE as Interim City Manager on a temporary basis;

WHEREAS, on December 11 2023, the Commission approved EMPLOYEE to be appointed to the role of Interim City Manager with full authority and responsibility and directing an Employment Agreement be prepared;

THEREFORE, for and in consideration of the mutual obligations set forth below, the EMPLOYEE and the CITY agree as follows:

I. EMPLOYMENT OF EMPLOYEE

Subject to the terms and conditions set forth in this Agreement, CITY hereby agrees to employ EMPLOYEE as its full-time, exempt Interim City Manager and EMPLOYEE hereby accepts such employment.

II. DUTIES AND RESPONSIBILITIES

The EMPLOYEE shall be responsible to the five-member Commission and shall perform the functions and duties of the Interim City Manager as provided in the Policies and Procedures of CITY, as provided by Florida Law, the CITY’s Charter and Code of Ordinances, the direction of the Commission, and as mutually agreed to by the EMPLOYEE and CITY from time to time. The EMPLOYEE shall devote whatever time is necessary to perform the duties of the position, which often exceeds forty (40) hours per week and is a minimum of forty (40) hours per week.

III EXCLUSIVE EMPLOYMENT

EMPLOYEE shall not be employed by any other employer during the Term of this Agreement.

IV. TERM

- A. The Term of this Agreement for employment in the Interim City Manager position shall begin on December 12, 2023 and remain in effect until a new City Manager is hired, unless earlier terminated as provided in Section V.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the CITY to terminate the service of EMPLOYEE or remove him from the position of Interim City Manager at any time, subject only to the provisions set forth in Section V herein below.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time, subject only to the provisions set forth in Section V herein below.

V. SEPARATION FROM CITY AND/OR REMOVAL FROM INTERIM CITY MANAGER POSITION

- A. Removal by CITY Without Cause; Reversion to Prior Position.
 - 1. CITY shall not terminate EMPLOYEE Without Cause during the Term of this Agreement.

2. In the event the Commission determines, in its sole discretion, EMPLOYEE should no longer serve as Interim City Manager Without Cause at any time during the Term, EMPLOYEE shall return to the Public Works Director at the compensation rate and benefits he held immediately prior to the beginning of the Term, plus any nondiscretionary escalation that would have occurred had he remained in that position throughout the Term.
3. The CITY's removal of EMPLOYEE Without Cause from the Interim City Manager position shall be final and non-appealable.
4. Reversion to Prior Position: The Term shall automatically terminate upon commencement of employment of a City Manager appointed by the Commission and EMPLOYEE shall be returned to the position of Public works Director at the compensation rate and benefits he held immediately prior to the beginning of the Term, plus any nondiscretionary escalation that would have occurred had he remained in that position throughout the Term.

B. Termination by CITY With Cause.

1. CITY may terminate EMPLOYEE With Cause, in its sole discretion, as provided herein during the Term of this Agreement.
2. "With Cause" is defined as termination based upon any of the following actions by the EMPLOYEE:
 - a. Misfeasance, malfeasance and/or nonfeasance in performance of the Interim City Manager duties and responsibilities;
 - b. Conviction of a misdemeanor or felony crime, whether or not adjudication is withheld (guilty plea constitutes conviction);
 - c. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of the office;
 - d. Violation of any substantive CITY policy, rule, or regulation, which would subject any other CITY employee to termination including, but not limited to, violation of the CITY's Policy Against Harassment and Discrimination, Equal Employment Opportunity Policy, or Drug Free Workplace Policy;
 - e. The commission of any fraudulent act against the interest of the CITY;
 - f. The commission of any act which involves moral turpitude, or which causes the City disrepute;
 - g. Violation of the state or local ethics laws and codes including, but not limited to, the Florida Code of Ethics, the Sunshine Amendment to the Florida Constitution, the Palm Beach County Code of Ethics as adopted by the City of Lake Wroth Beach, the CITY's Code of Ethics, or violation of the International City/County Management Association Code of Ethics;
 - h. failure to return from an approved leave of absence; or,
 - i. misconduct, as defined in Fla. Stat. 443.036(29), as amended from time to time.
3. CITY may terminate EMPLOYEE With Cause immediately or at any time during the Term, with written notice issued to EMPLOYEE generally describing the actions claimed by the CITY constituting such grounds and the effective date of the termination. Such notice shall be issued as soon as practicable after the vote of the Commission to terminate With Cause.
4. The CITY's termination of EMPLOYEE With Cause shall be final and non-appealable.

C. Resignation by EMPLOYEE.

1. EMPLOYEE may voluntarily resign his employment from CITY by providing CITY thirty (30) days written notice in advance, unless waived at the sole discretion of the Commission. During the 30-day period, CITY may require EMPLOYEE to cease or limit the work performed on CITY matters,

during which time EMPLOYEE is entitled to such regular compensation and benefits as is due under this Agreement until the effective date of the resignation as provided in the notice or 30 days from the date of the notice, whichever occurs earlier.

D. Expiration of Term.

1. At the expiration of the Term, this Agreement shall terminate automatically and EMPLOYEE shall return to the position of Public Works Director at the compensation rate and benefits he held immediately prior to the beginning of the Term, plus any nondiscretionary escalation that would have occurred had he remained in that position throughout the Term.

E. Death.

1. This Agreement, the Term, any Subsequent Term, and EMPLOYEE's employment shall terminate automatically upon the EMPLOYEE's death.

VI. COMPENSATION

- A. Base Salary. CITY agrees to pay EMPLOYEE for services rendered as the Interim City Manager at the base annual salary of \$212,180.02. The Base Salary shall be paid in installments at the same time as other employees of the CITY are paid.

Base Salary payments are not due for any periods of unpaid leave, including disciplinary suspensions, in accordance with applicable wage and hour laws.

B. Benefits.

1. Vacation Leave: EMPLOYEE shall continue to accrue and use Vacation Leave in accordance with CITY policies applicable to all other non-bargaining employees, as amended from time to time. EMPLOYEE's existing accrued and unused vacation leave balance shall remain available for use during the Term. However, during the Term EMPLOYEE shall not use vacation leave for more than five (5) consecutive business days. This provision shall not limit the total number of vacation days that may be used during the Term.
2. Sick Leave: EMPLOYEE shall continue to accrue and use Sick Leave in accordance with CITY policies applicable to all other non-bargaining employees, as amended from time to time. EMPLOYEE's existing accrued and unused Sick Leave balance shall remain available for use during the Term.
3. Insurance: EMPLOYEE, his spouse and dependents, if any, shall be entitled to and enjoy inclusion in the CITY's Dental Insurance Program, Health Insurance Program, Vision Care Program, and other insurance benefits that may be offered in the same manner and under the same provisions and benefits as other CITY employees, as the same exists or may be amended from time to time by the CITY.
4. Retirement/Pension: EMPLOYEE is presently a member of CITY's Pension Plan and shall remain in the Plan during the Term.
5. Vehicle Allowance: EMPLOYEE will receive a car allowance of \$500.00 a month.
6. Executive/Director Administrative Leave: EMPLOYEE shall continue to receive and be eligible to use Administrative Leave in accordance with the CITY's Executive/Director Administrative Leave policy, as amended from time to time. EMPLOYEE's existing unused Administrative Leave balance shall remain available for use during the Term in accordance with the policy.

7. Cellular Telephone: EMPLOYEE shall continue to retain the use of the previously issued CITY cellular telephone and related service. EMPLOYEE shall be solely responsible for tax consequences, if any, as required by the Internal Revenue Service.
8. Additional Benefits: To the extent any Benefit is not specifically listed herein to which EMPLOYEE is presently eligible, EMPLOYEE shall remain eligible for such Benefit(s). Any further and additional benefits which are provided to other CITY employees now or in the future shall be provided to the EMPLOYEE.

VII. BONDING AND INDEMNIFICATION

The CITY agrees to bear the full cost of any fidelity or other bonds required of the EMPLOYEE under any policy, regulation, ordinance or law.

The CITY shall defend, hold harmless, and indemnify EMPLOYEE against any tort, professional liability claim or demand, or other legal or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring at any time during the performance of EMPLOYEE's duties as Interim City Manager unless it is determined that EMPLOYEE acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. CITY will compromise and settle any such claim or suit and pay the amount of any settlement or judgement rendered thereon. The CITY shall not be liable for the acts or omissions of EMPLOYEE committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights safety, or property. The CITY shall pay the expenses for the travel, lodging, meals and lost time of the EMPLOYEE should the EMPLOYEE be subject to such suit and such suit be pending after EMPLOYEE is no longer employed by the CITY. The provisions of any CITY policy or ordinance regarding the indemnification of the CITY's officials or employees shall apply to the indemnification of EMPLOYEE to the extent the policy or ordinance does not conflict with this section.

VIII. PAYMENT UPON SEPARATION; SEVERANCE PAY

- A. Final Paycheck. If EMPLOYEE separates from employment for any reason under Section V, he shall be paid in full any unpaid balance of his Base Salary then earned and due through the final date of employment. EMPLOYEE shall also be paid any accrued an unused Vacation Leave up to a maximum established by CITY policy, as amended from time to time. Administrative Leave and Sick Leave are not payable upon separation for any reason, except in accordance with the CITY's Sick Leave Policy relating to retirement. Such payments shall be made on the next regularly scheduled pay date after separation.
- B. Severance Pay. EMPLOYEE shall not be eligible for Severance Pay under any circumstances.

IX. PERFORMANCE EVALUATION

Due to the temporary nature of this appointment, EMPLOYEE as Interim City Manager shall not be subject to a formal evaluation of his performance in that position.

X. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties.
- B. The rights and obligations herein granted are personal in nature and cannot be transferred by the EMPLOYEE except as provided in any benefit plans upon occurrence of a qualifying event.

- C. This Agreement may not be modified or changed in any way whatsoever except by mutual written consent of both PARTIES.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. Failure of the CITY to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of CITY's right to enforce or exercise said right(s) at any time thereafter.
- F. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- G. All the provisions contained in this Agreement are subject to and conditioned upon compliance with all special acts of the CITY and applicable laws of the State of Florida, the CITY Charter and CITY ordinances. Such laws shall take precedent over any part or portion of provisions as contained herein.
- H. This Agreement shall be governed exclusively by Florida law and venue of any action or proceeding relating to this Agreement shall be in Palm Beach County, Florida, exclusively, with each party to bear its own attorneys' fees and costs, up through and including any appellate action. EMPLOYEE expressly consents to the personal jurisdiction of the courts of Palm Beach County, Florida.
- I. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT EACH OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR EMPLOYEE'S EMPLOYMENT.
- J. All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

TO: City of Lake Worth Beach
7 North Dixie Highway
Lake Worth Beach, FL 33460
ATTN: Mayor
City Attorney

TO: Jamie Brown
address on record in
Personnel File

Any party may designate a change of address at any time by giving written notice thereof to the other party.

[REMAINDER OF PAGE INTENTIONALLY BLANK/SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this ___ day of December, 2023.

CITY OF LAKE WORTH BEACH

EMPLOYEE

BY: _____
Betty Resch, Mayor

Jamie Brown

ATTEST:

BY: _____
Melissa Ann Coyne, MMC, City Clerk

STAFF REPORT REGULAR MEETING

AGENDA DATE: December 19, 2023

DEPARTMENT: City Clerk

TITLE:

Resolution No. 57-2023 - Approving the 2024 Agreement with the Supervisor of Elections and establishing the City's Canvassing Board for the March 2024 Election

SUMMARY:

Resolution No. 57-2023 approves the Agreement with the Supervisor of Elections for calendar year 2024 and establishes the City's canvassing board for the March 2024 municipal election and April 2024 possible run-off election.

BACKGROUND AND JUSTIFICATION:

Every year in which there is an election, the City approves a one-year agreement with the County Supervisor of Elections (SOE) for equipment use and election services. This agreement outlines all duties and responsibilities of the SOE and the City, and the fees to be paid by the City to the SOE for conducting the local municipal election. The City Clerk served as the qualifying officer for the election.

This agreement with the SOE also specifies that the County Canvassing Board will serve as the City's Canvassing Board for the General Election and the Run-Off Elections. If the County Canvassing Board is not available for the Run-Off Election, the City Canvassing Board would be comprised of the City Clerk or designee, Deputy City Clerk or designee and Internal Auditor or designee. The Supervisor of Elections would serve as backup on the City Canvassing Board in the case of an emergency.

The term of the SOE agreement is from January 1, 2024 through December 31, 2024. The City Clerk's Office has budgeted \$88,500.00 plus the cost of part time poll workers to conduct the General and Run-Off Elections. The final cost will not be determined until after the election(s).

MOTION:

Move to approve/disapprove Resolution No. 57-2023 approving the 2024 Agreement with the Supervisor of Elections and establishing the City's Canvassing Board for the March/April 2024 Election(s).

ATTACHMENT(S):

Fiscal Impact Analysis
Resolution 57-2023
Agreement

FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Inflows/Revenues					
Appropriated (Budgeted)	0	0	0	0	0
Program Income	0	0	0	0	0
Grants	0	0	0	0	0
In Kind	0	0	0	0	0
Outflows/Expenditures					
Appropriated (Budgeted)	0	0	0	0	0
Operating	\$88,500	0	0	0	0
Capital	0	0	0	0	0
Net Fiscal Impact <i>(If not budgeted)</i>	0	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

Contract Award - Existing Appropriation (Budgeted)	
	Expenditure
Department	Legislative
Division	City Clerk
GL Description	Other Curr Charges/Elections
GL Account Number	001-1030-511.49-50
Project Number	n/a
Requested Funds	\$88,500.00 (won't know exact amount until after the election[s])
Remaining Balance	TBD after final invoice in April 2024
Source of Revenue (i.e. Paygo. Current Revenue, Bond Money, Grants, etc.)	Current revenue

RESOLUTION NO. 57-2023 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVING THE CALENDAR YEAR 2024 AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES WITH THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS; DESIGNATING THE CITY'S CANVASSING BOARD FOR THE MARCH 2024 ELECTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, each year, the City of Lake Worth Beach enters an agreement with the Palm Beach County Supervisor of Elections for vote processing equipment use and election services; and

WHEREAS, the Palm Beach County Supervisor of Elections has provided the City with an agreement for calendar year 2024, which includes the March 2024 municipal election; and

WHEREAS, the City of Lake Worth Beach's annual Municipal General Election is set for Tuesday, March 19, 2024, pursuant to the City Charter, Article III, Section 2; and

WHEREAS, if necessary, the City of Lake Worth Beach's Run-Off Election is set for Tuesday, April 2, 2024, pursuant to the City Charter, Article V, Section 4; and

WHEREAS, it is the desire of the City Commission to designate the Palm Beach County Canvassing Board to serve as the City's Canvassing Board for the City's Municipal General Election as offered by the Supervisor of Elections; and

WHEREAS, for the Run-Off Election, if necessary, the City Commission designates the County Canvassing Board to serve as the City's Canvassing Board or, if not available, the City Clerk or designee, Deputy City Clerk or designee, and the Internal Auditor or designee will serve as members of the City's Canvassing Board with the Palm Beach County Supervisor of Elections as backup. Designees can be City staff and cannot be elected officials; and

WHEREAS, the City Commission has determined that entering the 2024 Agreement with the Palm Beach County Supervisor of Elections and designating the Canvassing Board for the 2024 Municipal Elections as set forth herein serves a valid public purpose and is in the best interests of the City of Lake Worth Beach.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution.

Section 2. The 2024 Agreement for Vote Processing Equipment Use and Election Services with the Palm Beach County Supervisor of Elections is hereby approved and confirmed and the Mayor is authorized to execute the same.

Section 3 The City Commission hereby designates the County Canvassing Board to serve as the City's Canvassing Board for the Municipal General Election scheduled for Tuesday, March 19, 2024 and designates the City Clerk or designee, Deputy City Clerk or designee, and the Internal Auditor or designee with the Palm Beach County Supervisor of Elections as backup, to serve as members of the City's Canvassing Board for the Run-Off Election, if necessary, scheduled for Tuesday, April 2, 2024 if the County Canvassing Board is not available.

Section 4. This resolution shall become effective upon its adoption.

The passage of this resolution was moved by _____, seconded by _____, and upon being put to a vote, the vote was as follows:

Mayor Betty Resch
Vice Mayor Christopher McVoy
Commissioner Sarah Malega
Commissioner Kimberly Stokes
Commissioner Reinaldo Diaz

The Mayor thereupon declared this resolution duly passed and adopted on the _____ day of December 2023.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, MMC, City Clerk



2024 MUNICIPAL ELECTION(S) VOTE PROCESSING EQUIPMENT USE AND ELECTIONS SERVICES AGREEMENT

This Vote Processing Equipment Use and Elections Services Agreement (hereinafter referred to as the “Agreement”) is hereby entered into by and between the **Palm Beach County Supervisor of Elections Office** (hereinafter referred to as “SOE”) and _____, **Florida** (hereinafter referred to as “MUNICIPALITY”).

WITNESSETH:

WHEREAS, pursuant to Section 101.34, Florida Statutes, SOE is the legal custodian of certified vote processing equipment owned by Palm Beach County, Florida, and is hereby charged with the responsibility for custody and maintenance of said equipment; and,

WHEREAS, MUNICIPALITY desires, or is otherwise statutorily obligated, to conduct an election that requires the use of vote processing equipment to count ballots; and,

WHEREAS, all vote processing equipment requires specially trained and knowledgeable individuals to program, operate and maintain said equipment; and,

WHEREAS, the Palm Beach County Board of County Commissioners has authorized SOE to provide any necessary terms and conditions for the use of such voting equipment; and,

WHEREAS, SOE can provide the necessary personnel to program, operate and maintain said equipment; and,

WHEREAS, MUNICIPALITY hereby acknowledges full responsibility for all applicable requirements under the Florida Election Code and any provision of MUNICIPALITY’S Charter or municipal ordinances which may not be addressed or included in this Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual promises, terms and conditions stated herein, SOE and MUNICIPALITY agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true and correct and incorporated herein.

ARTICLE 2 – AGREEMENT

SOE shall provide MUNICIPALITY such necessary vote processing equipment and election services according to the terms and conditions stated in this Agreement, for the purposes of conducting a Uniform Municipal Election during calendar year 2024, and a Run-Off Election, if necessary, along with the necessary vote processing equipment and election services to facilitate any early voting sites, polling locations and polling places as may be necessary and agreed upon by the parties.

ARTICLE 3 – OPERATION AND PROGRAMMING SERVICES

3.1 Municipal Services. For each election, MUNICIPALITY shall pay SOE for election operations (Exhibit “A”).

3.2 Vote-By-Mail Ballots. For each election, MUNICIPALITY shall pay SOE for each Vote-By-Mail ballot request processed plus actual postage costs, including Return Postage. MUNICIPALITY shall also pay SOE for each Vote-By-Mail ballot signature verified (Exhibit “A”).

3.3 Repairs. For any election, all maintenance, repairs or other troubleshooting services for vote processing equipment, including any processors or tablets, will be performed exclusively by SOE and such services are included in all stated charges. However, SOE does reserve the right to seek reimbursement from MUNICIPALITY for any repairs or maintenance caused by any neglect or unauthorized acts by any employee or representative of MUNICIPALITY.

ARTICLE 4 – OTHER ELECTION CHARGES

4.1 Precinct Services. For each election, MUNICIPALITY shall pay SOE for precinct preparation and poll worker training in accordance with Exhibit “A”.

4.2 Fee Schedule. For each election, MUNICIPALITY shall pay SOE for any other goods or services not specifically provided for in this Agreement but that may be described or listed in the Municipal Fee Schedule(s) attached hereto as Exhibits “A” and “B”. Where MUNICIPALITY holds elections in conjunction with the Presidential Preference Primary, the Fee Schedule in Exhibit “A” controls. In all other situations, Run-Off Election and Stand-Alone Election Fee Schedules set forth in Exhibit “B” control. MUNICIPALITY agrees that the Municipal Fee Schedule and the prices contained in Exhibits “A” and “B” are subject to change.

4.3 Other. For each election and upon proper notice to MUNICIPALITY, MUNICIPALITY shall pay SOE for any other election services not contemplated herein which may be needed to conduct an orderly election.

ARTICLE 5 – TERM

For each election, the terms of this Agreement begin with ballot layout and conclude when ballots have been processed, election results have been certified, all vote processing equipment has been returned to the SOE’s warehouse and an audit, if applicable, has been completed. In the event of an election contest or challenge, SOE agrees to cooperate in providing any public records which the SOE maintains or otherwise controls.

ARTICLE 6 – APPLICABLE REQUIREMENTS OF FLORIDA’S ELECTION CODE

MUNICIPALITY shall properly call the election in accordance with any Florida Statutes, applicable charter provisions or city ordinances. MUNICIPALITY agrees that the Municipal Clerk is responsible for the conduct of the city’s elections and for ensuring compliance with all applicable Florida Statutes, including the Florida Election Code and any municipal charter provisions and ordinances. Any obligations or duties not set forth in this Agreement shall be the sole responsibility of MUNICIPALITY.

ARTICLE 7 – NOTICE AND ADVERTISEMENT OF ELECTIONS

7.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Elections. SOE shall prepare and arrange for publication of all legal advertising required by state and federal statutes in both English and Spanish and SOE shall be responsible for obtaining the accurate and complete translation of any such advertising. If additional advertisements are required by the MUNICIPALITY’S charter, ordinance(s) or resolution(s), MUNICIPALITY shall be responsible for preparing and arranging for publication of all such legal advertising which is not already satisfied under state and federal statutes. MUNICIPALITY shall be responsible for the accurate and complete translation of any such advertisements.

7.2 Run-Off Election/Stand-Alone Municipal Election. In the event of a run-off election and for all stand-alone municipal elections, MUNICIPALITY shall prepare and arrange for publication of all legal advertising required by state and federal statutes, city charter and city ordinances. MUNICIPALITY agrees that all advertisements of elections conducted in Palm Beach County shall be published in both English and Spanish and that MUNICIPALITY shall be responsible for the accurate and complete translation of any such notices. SOE shall, if available, provide samples of required advertising upon request.

ARTICLE 8 – QUALIFYING OF CANDIDATES

MUNICIPALITY may provide qualifying packets to candidates. MUNICIPALITY shall accept and process all qualifying papers and fees. For audio ballots, MUNICIPALITY shall collect pronunciation guides from candidates at the time of qualifying and shall submit them to SOE at the close of qualifying.

If petitions are part of qualifying process, MUNICIPALITY shall pay SOE Ten Cents (\$.10) per name, or such other amount as determined per Florida Statutes or the Florida Administrative Code, checked to verify any signatures on qualifying petitions. SOE agrees to verify any signatures for any qualifying petitions timely submitted by MUNICIPALITY in the order such petitions are received. Except as set forth in the following paragraph, SOE shall complete signature verification of petitions within 30 days of receipt of the petitions from MUNICIPALITY.

When MUNICIPALITY provides SOE with candidate petitions before the signature verification cutoff deadline (before noon of the 28th day preceding the first day of qualifying), SOE will verify the signed petitions no later than the 7th day before the first day of qualifying. (See Section 99.095(3), Florida Statutes.) If the candidate reaches the required number of signatures, SOE will continue to verify timely submitted signed petitions until the candidate indicates in writing to stop verification.

In no event shall SOE issue any recommendations or make any legal determinations as to the qualifications of eligibility of any candidate for municipal office.

ARTICLE 9 – PRINTING OF BALLOTS AND BALLOT SERVICES

9.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE shall place an order for sufficient quantity of Election Day ballots with a third-party printer as selected exclusively by SOE. MUNICIPALITY shall reimburse SOE for payment to printer if the MUNICIPALITY’S races cause the ballot to add an additional page, in which case

MUNICIPALITY shall be responsible for the costs of the additional page. MUNICIPALITY shall pay SOE a per-ballot fee for each Vote-By-Mail ballot printed that is not otherwise being printed by SOE for the Presidential Preference Primary, including any additional pages required for MUNICIPALITY'S races or questions.

MUNICIPALITY shall furnish, immediately upon the conclusion of the qualifying period, all ballot information in English. SOE agrees to provide, at MUNICIPALITY's cost and expense, translation of MUNICIPALITY's ballot language from English to Spanish, including the name of the candidates as they are to appear on the ballot, the name of the Municipality, the name of the election, the title of office or referendum title, explanation, and questions, in accordance with Section 203 of the Voting Rights Act, as well as Creole translations for the ExpressVote machine.

SOE agrees to provide the layout of the ballot(s) based on the information furnished by MUNICIPALITY and deliver ballot layout to the approved printer. Both SOE and MUNICIPALITY must sign off on ballot proof(s).

Once test ballots are received from the printer, SOE will test all vote processing equipment in accordance with the standards established by the Florida Division of Elections and any applicable Florida Statutes. Upon receipt of the printed ballots from the printer, SOE shall receive, securely store and account for all ballots until disbursed to poll workers. SOE shall also control and limit all access to un-voted ballots while in possession of SOE.

9.2 Run-Off Election/Stand-Alone Municipal Election.

In the event of a run-off election and for all stand-alone municipal elections, MUNICIPALITY will be responsible for providing all information stated in 9.1. MUNICIPALITY will again be responsible for the cost of providing any translations and must again approve ballot content and layout prior to printing.

MUNICIPALITY will also be responsible for reimbursing SOE for any and all costs incurred in accordance with the fee schedule shown in Exhibit "B".

ARTICLE 10 – POLL WORKERS

10.1 Selection and Training of Poll Workers. SOE will select poll workers from a group of trained poll workers. SOE will assign standby poll workers to be available on Election Day. SOE will train all poll workers in accordance with the Florida Election Code and other guidelines, procedures or regulations as followed or adopted for the conduct of elections in Palm Beach County. The clerk for MUNICIPALITY, or a representative, shall be in attendance for poll worker training sessions. Poll workers shall undergo job specific training and complete required number of training hours as specified by SOE poll worker department management. All necessary supplies and ballots will be provided by SOE and stored in precinct cabinets or transported in poll worker clerk bags.

10.2 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election. SOE shall pay poll workers directly for their services.

10.3 Run-Off Election/Stand-Alone Municipal Election. In the event of a run-off election and for all stand-alone municipal elections, MUNICIPALITY shall pay poll workers directly for their services in the same amounts/at the same hourly rates that SOE pays poll workers which, as of

the Effective Date hereof, is set forth in Exhibit “B”. If SOE changes the rates of pay/hourly rates SOE is paying poll workers, MUNICIPALITY agrees to pay the current rates of pay/hourly rates being paid by SOE at that time.

ARTICLE 11 – SELECTION OF POLLING PLACES

SOE shall provide a list of Polling Place(s) intended for use as a voting location. Each location shall meet necessary Americans with Disabilities Act (ADA) requirements. In the event of a run-off election, MUNICIPALITY shall provide ADA compliant Polling Places.

ARTICLE 12 – SAMPLE BALLOTS

12.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE shall prepare, proof and deliver sample ballot layout to third-party vendor for distribution to registered voters. MUNICIPALITY shall review the sample ballot(s) and confirm the accuracy of the election date, office, candidate name(s)(including the order of appearance on the ballot), polling locations, polling places and all other information contained therein. SOE shall coordinate the mailing of the sample ballots to all registered voters in the municipality prior to the election, including accurate polling place information.

12.2 Run-Off Election/Stand-Alone Municipal Election.

In the event of a run-off election and for all stand-alone municipal elections, SOE *shall not* create or mail sample ballots. If MUNICIPALITY wishes to create a sample ballot, SOE will post it on SOE’s website.

ARTICLE 13 – VOTE-BY-MAIL BALLOTS

MUNICIPALITY shall refer all requests for Vote-By-Mail ballots to SOE. Unless MUNICIPALITY or the Clerk for MUNICIPALITY provides written direction to the contrary, SOE agrees to accept all requests for Vote-By-Mail ballots by telephone, mail, email or in person. SOE also agrees to mail Vote-By-Mail and overseas ballots as requested by registered voters, receive and securely store any voted Vote-By-Mail ballots, verify the signatures on any returned voted Vote-By-Mail ballot certificates, facilitate voter signature cures, accommodate public inspection of Vote-By-Mail ballot mailing envelopes and voter certificates, and account for all Vote-By-Mail ballots.

SOE may begin processing Vote-By-Mail ballots prior to Election evening, pursuant to Florida Statute 101.68.

In the event of a run-off election and for all stand-alone municipal elections, if MUNICIPALITY doesn’t use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate the date on which the MUNICIPALITY’s Canvassing Board is to assemble to canvass the Vote-By-Mail ballots. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct (See Exhibit “B”). MUNICIPALITY must also ensure they have a Canvassing Board member present

for opening, duplication, tabulation and all other activities requiring Canvassing Board presence by law.

ARTICLE 14 – TRANSPORTATION OF ELECTIONS EQUIPMENT AND SUPPLIES

14.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE will be responsible for delivery and pick up of any vote processing equipment. Election equipment will be delivered by SOE, or a third party representative of SOE on an agreed upon date, up to eight (8) days prior to the election. SOE, or a third party representative of SOE, will pick up voting equipment on an agreed upon date. SOE shall have full discretion and authority to hire and employ any outside third parties to assist with or perform delivery and pick up of voting equipment (Exhibit “A”).

14.2 Run-Off Election/Stand-Alone Municipal Election.

In the event of a run-off election and for all stand-alone municipal elections, the SOE will maintain responsibility for transportation of equipment and supplies as stated in 14.1. MUNICIPALITY shall reimburse SOE for any and all costs incurred for equipment delivery and pickup in accordance with the fee schedule set forth in Exhibit “B”.

14.3 MUNICIPALITY is not permitted to deliver any election equipment.

ARTICLE 15 – LOCATION AND STORAGE OF VOTING EQUIPMENT

All voting equipment shall be stored, maintained and located in a well-protected, secure, temperature-controlled, indoor room or facility. Once the voting equipment is delivered to a voting site, no equipment shall be relocated without the prior written approval of SOE.

ARTICLE 16 – CANVASSING OF ELECTION RESULTS

16.1 Uniform Municipal Election in Conjunction with Presidential Preference Primary Election.

SOE shall schedule and coordinate the date on which the Canvassing Board is to assemble to canvass the results of the election. SOE shall notice and advertise, as needed, the dates of any canvassing board meetings. SOE shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. SOE shall provide for collection of results from each precinct.

16.2 Run-Off Election/Stand-Alone Municipal Election. In the event of a run-off election and for all stand-alone municipal elections, if MUNICIPALITY doesn’t use the County Canvassing Board, MUNICIPALITY shall schedule and coordinate the date on which MUNICIPALITY’s Canvassing Board is to assemble to canvass the results of the election. If applicable, MUNICIPALITY shall coordinate for the use of SOE facilities to conduct the Canvassing Board activities. MUNICIPALITY shall notice and advertise in both English and Spanish, as needed, the dates of any Canvassing Board meetings. MUNICIPALITY shall convene the Canvassing Board to determine which voted Vote-By-Mail ballots are to be tabulated. MUNICIPALITY shall provide for collection of results from each precinct (See Exhibit “B”). MUNICIPALITY must also ensure they have a Canvassing Board member present for opening, duplication, tabulation and all other activities requiring Canvassing Board presence by law.

ARTICLE 17 – AUDITS

MUNICIPALITY agrees to pay SOE for any additional costs as may be necessary, including overtime expenses, for conducting the audit.

ARTICLE 18 – POST-ELECTION RECORDS RETENTION

SOE shall process affirmation forms and sort, inventory, and pack all election materials for pickup by SOE for retention and disposition. SOE shall store or cause to be stored all necessary election records and ballots until expiration of retention period as prescribed by applicable Florida Statutes and Rules.

ARTICLE 19 – VOTER HISTORY

MUNICIPALITY and SOE will make mutually acceptable arrangements for recording voter history. The date selected for undertaking this activity may occur subsequent to the conclusion of all election dates and outside of the terms of this Agreement but both parties agree to work toward recording voter history in a timely manner.

ARTICLE 20 – OTHER NECESSARY COSTS

Any additional costs or fees that may be incurred by SOE in compliance with the Florida Election Code and as a direct result of a municipal election, that are not specified in this Agreement, shall be paid for by MUNICIPALITY at rates and fees as established by SOE. Examples of such additional costs or reimbursements include, but are not limited to, the following:

- A. Recounts. Any expenditure for conducting a recount, including any overtime expenses for reprogramming voting equipment, and other expenses as may be necessary to conduct a recount; and,
- B. Attorneys' Fees and Costs. Actual attorneys' fees and costs reasonably incurred by SOE for research or representation on any election-related matter shall be invoiced by SOE for reimbursement by MUNICIPALITY, solely to the extent such matter is created by MUNICIPALITY or involves MUNICIPALITY's election. If such matter involves MUNICIPALITY along with other similarly situated municipalities, MUNICIPALITY shall only be responsible for reimbursement of its proportionate share of the expense.

ARTICLE 21 – HOLD HARMLESS COVENANT

To the extent permitted by law, MUNICIPALITY shall at all times hereafter indemnify, hold harmless and, at SOE's option, defend or pay for an attorney selected by SOE to defend SOE, its officers, agents and employees against any and all claims, damages, injuries, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs and expenses, including but not limited to administrative challenges, civil suits or other legal challenges or appeals that may arise from the contest of election results or the validation of any candidate qualifications, arising out of or resulting from any or all acts of omission or commission of or by the MUNICIPALITY, its officers, agents or employees with respect to any election conducted pursuant to this Agreement. Except for negligent acts of SOE in performance of this agreement, MUNICIPALITY also agrees to indemnify SOE against any administrative challenges, civil suits or other legal challenges or appeals that may arise, including all attorneys' fees and costs, from the contest of election results or the validation of any candidate qualifications.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the waiver or limits set forth at Sec. 768.28, Florida Statutes. In no case shall such limits for SOE or MUNICIPALITY extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. Furthermore, nothing herein shall be construed as consent by the MUNICIPALITY or the SOE, as a state agency or subdivision of the State of Florida, to be sued by third-parties in any matter arising out of any contract.

These provisions shall not be construed to constitute agreement by either party to indemnify the other for such others' negligent, willful or intentional acts or omissions.

ARTICLE 22 – ENTIRETY AND AMENDMENTS

The Agreement embodies this entire agreement between SOE and MUNICIPALITY and supersedes all prior agreements and understandings relating to the conduct of elections. No modification, amendment or alteration to this Agreement shall be effective of binding unless submitted in writing and executed by the duly authorized representatives of both SOE and MUNICIPALITY.

ARTICLE 23 – EFFECTIVE DATE

The effective date of this Agreement shall be the latest date of execution by duly authorized representatives of SOE and MUNICIPALITY as shown on the signature page hereto.

IN WITNESS WHEREOF, we, the undersigned, do hereby state that we have the authority to bind and obligate as promised herein, SOE and MUNICIPALITY for purposes of executing this agreement on the dates set forth below.

Signature

Wendy Sartory Link

Name (Printed or Typed)

Palm Beach County Supervisor of Elections

Title

Date

Witness Signature

Witness Name (Printed or Typed)

Signature

Name (Printed or Typed)

Title

Date

Witness Signature

Witness Name (Printed or Typed)

EXHIBIT “A”

Palm Beach County Supervisor of Elections
Schedule of Municipal Election Fees
Presidential Preference Primary and Municipal Elections
2024

Standard Operation and Programming	
Polling Place Operations	
Ballot Preparation and Printing	
Vote-By-Mail (VBM) Ballot Requests and Postage	
Post-Election Reporting and Audit	
Service Center Operations and Tabulation	
Total (small municipality ≤ 2k registered voters = \$600)	\$750.00
VBM Services Other Than Required for PPP	
VBM Ballot Services – Per Ballot Processed	\$6.91/Ballot
VBM Return Mail Postage Costs – Actual Cost	TBD
Unanticipated Costs	TBD

EXHIBIT “B”

Palm Beach County Supervisor of Elections
Schedule of Municipal Run-Off/Stand-Alone Election Fees
Presidential Preference Primary and Municipal Elections
2024

General Municipal Run-Off/Stand-Alone Election Services	Estimated Costs
Vote-by-Mail Ballot Services	\$7.11/Ballot
Run-Off/Stand-Alone Election Day Services	\$7,195.66
Precinct Services (per precinct)	\$596.24
Accounting/Billing	\$141.36
Polling Location Inspection (if applicable)	\$ 66.53
<p>POLL WORKER PAY Early Voting hourly rate: Site Supervisor: \$19/hour Assistant Site Supervisor: \$17/hour Inspector: \$15/hour</p> <p>Election Day lump sum*: Clerk: \$390.00 Assistant Clerk: \$250.00 VST: \$305.00 Inspector: \$230.00 Precinct Deputy: \$200.00 Standby Poll Worker (deployed by SOE): Paid at rate for the position which they are trained</p> <p>*Rate of pay is a lump sum that includes training and election day. The Clerk and VST pay rate also includes Monday set-up.</p> <p>Any additional items requested by the municipality will be invoiced separately</p>	TBD
On call support (\$2500 range)	Invoiced by Vendor TBD
VBM Return Postage Fees	\$.60

*Itemized invoices will be provided in the event of a run-off election.