



VILLAGE OF KEY BISCAYNE

Office of the Village Manager

MEMORANDUM

Village Council

Robert L. Vernon, *Mayor*

Enrique Garcia, *Vice Mayor*

Michael W. Davey

Robert Gusman

Michael E. Kelly

Jorge E. Mendia

Thomas Thornton

DATE: August 30, 2010

TO: Honorable Mayor and Members of the Village Council

FROM: Genaro "Chip" Iglesias, Village Manager

RE: Disaster Recovery Services

Village Manager

Genaro "Chip" Iglesias

RECOMMENDATION

It is recommended that the Village Council award the Disaster Recovery Services contract to the lowest responsible responsive proposer AshBritt Inc.

BACKGROUND

On July 6, 2010, the Village issued a Request for Proposals for Disaster Recovery Services. A mandatory pre-proposal meeting was held on July 16, 2010. In response to various questions and concerns raised by prospective bidders, an addendum was issued on July 29, 2010 clarifying multiple items. On August 3, 2010, the Village received four proposals. All of the proposers were found to be responsible and capable of performing the work. The proposers provided unit prices for a variety of items classified as basic services under the contract. Bid prices were also provided for Optional Services that will not be considered by the Village. The various basic services bid item unit prices were tabulated and added, as shown on the attached table and as summarized below:

1.	Crowder Gulf	\$4,109.95
2.	AshBritt	\$4,214.50
3.	Ceres Environmental	\$4,325.13
4.	Metro Express	\$8,797.00

The apparent low proposer, Crowder Gulf, qualified seven of their bid item unit prices with special conditions. These conditions are substantive and could have a potentially large negative financial impact on the Village. For this reason the proposal presented by Crowder Gulf was deemed as non-responsive, and not in the best interest of the Village of Key Biscayne. The lowest responsible responsive bidder was found to be AshBritt, Inc.

Village of Key Biscayne - Disaster Recovery Services

Bid Tabulation - Basic Services

		Crowder Gulf	AshBritt	Ceres Env.	Metro Exprs
A. Debris Removal - Cut and Toss					
	Total crew rate	\$250	\$285	\$195	\$150
B. Debris Removal					
	Loading and hauling debris to a TDS	\$9.00	\$9.75	\$8.24	\$15.00
	Reduction by grinding at the TDS	\$3.00	\$2.00	\$2.37	\$12.00
	Reduction by incineration at the TDS	\$2.20	\$2.00	\$1.55	\$15.00
	Stump removal (24"-48")	\$200.00	\$250.00	\$295.00	\$200.00
	Stump removal (>48")	\$400.00	\$435.00	\$475.00	\$300.00
	Sweeping Curb and Gutter	\$75.00	\$125.00	\$88.00	\$50.00
	Vacuum Inlets	\$110.00	\$295.00	\$245.00	\$120.00
	Removal of hanging limbs	\$125.00	\$250.00	\$195.00	\$50.00
	Loading and hauling C&D debris	1 \$10.00	\$9.75	\$8.86	\$20.00
	White Goods and Hazardous	\$30.00	\$85.00	\$49.00	\$35.00
	Freon recovery	\$30.00	\$85.00	\$35.00	\$40.00
	Loading and hauling to a final disposition site	2 \$4.25	\$10.00	\$4.75	\$70.00
	Sub-Total	\$998.45	\$1,558.50	\$1,407.77	\$927.00
C. Debris management services					
	Collection (0-15)	\$9.00	\$9.75	\$8.44	\$20.00
	Collection (>15 miles)	\$10.00	\$10.50	\$9.78	\$20.00
	Processing and disposal at TDS / vegetative	3 \$8.25	\$9.75	\$7.94	\$60.00
	Processing and disposal at TDS/ construction and demolition	3 \$8.25	\$14.50	\$14.24	\$60.00
	Processing and disposal at TDS/ stumps	\$10.00	\$9.75	\$8.67	\$60.00
	Tree debris removal/ hangers	\$125.00	\$135.00	\$57.00	\$100.00
	Tree debris removal/ leaners				
	13" to 24"	\$100.00	\$95.00	\$150.00	\$200.00
	25" to 48"	\$250.00	\$250.00	\$275.00	\$300.00
	49" to 72"	\$500.00	\$375.00	\$350.00	\$700.00
	>72"	\$700.00	\$495.00	\$450.00	\$3,000.00
	Tree debris removal/ stumps				
	25" to 48"	\$175.00	\$195.00	\$295.00	\$200.00
	49" to 72"	\$350.00	\$275.00	\$475.00	\$500.00
	> 72"	\$500.00	\$350.00	\$550.00	\$2,000.00
	Tree debris removal/ stump backfill	\$50.00	\$85.00	\$22.00	\$100.00
	Sub-Total	\$2,795.50	\$2,309.25	\$2,673.07	\$7,320.00
D. Disaster debris management (all inclusive services)					
	Vegetative debris- right of way / public property	4 \$19.00	\$18.75	\$16.43	\$80.00
	Tree debris- hangers, leaners and stumps	4 \$27.00	\$22.75	\$16.43	\$200.00
	Construction and demolition debris, (including white goods)	4 \$20.00	\$20.25	\$16.43	\$120.00
	Sub-Total	\$66.00	\$61.75	\$49.29	\$400.00
	TOTAL (A+B+C+D)	\$4,109.95	\$4,214.50	\$4,325.13	\$8,797.00
Note 1 - Crowder Gulf's bid was qualified with a special condition for this pay item specifying that " This price is for loading and hauling C&D debris up to 20 miles to final disposal. For all miles over20 add \$0.09/cy/mile."					
Note 2 - Crowder Gulf's bid was qualified with a special condition for this pay item specifying that " This price is for loading and hauling reduced debris up to 25 miles from TDSRS to final disposal. For all miles over 25 add \$0.09/cy/mile."					
Note 3 - Crowder Gulf's bid was qualified with a special condition for this pay item specifying that " This price includes loading and haul out of processed debris from TDSRS to final disposition up to 25 miles. For all miles over 25 add \$0.09/cy/mile."					
Note 4 - Crowder Gulf's bid was qualified with a special condition for this pay item specifying that " This price includes loading and haul out of processed debris from TDSRS to final disposition up to 25 miles. For all miles over 25 add \$0.09/cy/mile. Crowder Gulf will pay tipping fee at final disposal and back charge Village at cost."					

RESOLUTION NO. 2010-

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING AND AWARDED CONTRACT FOR DISASTER RECOVERY SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 16, 2010, the Village of Key Biscayne (“Village”) issued a Request for Proposals for Disaster Recovery Services to select a contractor for the removal and disposal of storm-generated debris within the Village; and

WHEREAS, in response to the Request for Proposals, the Village received four (4) proposals, and

WHEREAS, the Village Manager has caused the four (4) proposals which were submitted for the Project to be reviewed for the Village by the firm of Corzo Castella Carballo Thompson Salman, P.A. (“C3TS”); and

WHEREAS, the Village Manager, utilizing the findings and recommendations of C3TS, recommends the awarding of the contract for disaster recovery services to AshBritt, Inc. (“Contractor”) as the lowest, responsible, responsive bidder, based on unit prices for basic services in the total amount of \$ 4,214.50; and

WHEREAS, the Village Council finds that it is in the best interest of the Village to authorize and award the Contract for Disaster Recovery Services to AshBritt, Inc. and enter into a Contract in substantially in the form attached hereto as Exhibit “A” (the “Agreement”), and proceed as indicated in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That each of the recitals stated above is hereby adopted and confirmed.

Section 2. Award of Contract for Disaster Recovery Services. That the award of the contract for disaster recovery services to AshBritt, Inc. pursuant to the Request for Proposals is approved.

Section 3. Agreement Approved. That the Contract attached as Exhibit "A", substantially in the form attached hereto, between the Contractor and the Village for Disaster Recovery Services is hereby approved, and the Village Manager is hereby authorized to execute the Agreement and related or necessary documentation on behalf of the Village, once approved as to form and sufficiency by the Village Attorney.

Section 4. Implementation. That the Village Manager is hereby authorized to take any and all action which is necessary to implement the purposes of this Resolution.

Section 5. Effective Date. That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this ____ day of September, 2010.

MAYOR ROBERT L. VERNON

ATTEST:

CONCHITA H. ALVAREZ, MMC, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

Exhibit "A"
Agreement

CONTRACT DISASTER RECOVERY SERVICES

THIS CONTRACT ("Contract") is made this ____ day of _____, 2010 by and between the Village of Key Biscayne, a Florida municipal corporation (the "Village") and _____ (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

1.0 SCOPE OF WORK.

1.1 General Scope of Work

The Contractor shall meet the requirements and perform the work and services identified in the Request for Proposal for Disaster Recovery Services dated July 6, 2010 (the "RFP") issued by the Village, the Contractor's Proposal dated _____, 2010 (the "Proposal") attached hereto and made a part hereof as Exhibit "A," the Scope of Services for Emergency Debris Removal – Natural Disaster – Cut and Toss provided by the Florida Department of Transportation attached hereto a made a part hereof as Exhibit "B", the Scope of Services for Emergency Debris Removal – Natural Disaster – Debris Removal provided by the Florida Department of Transportation attached hereto a made a part hereof as Exhibit "C," the Detailed Specifications of the RFP attached hereto a made a part hereof as Exhibit "D," FHWA Form 1273, Required Contract Provisions Federal-Aid Construction Contracts, attached hereto and made a part hereof as Exhibit "E" (collectively, the "Work").

2.0 COMPENSATION/PAYMENT.

2.1 Contractor shall provide the Village with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

2.2 The Village shall make payment on said invoices of approved amounts due, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished. If there is a dispute with regard to an invoice, the Village may withhold payment until all requested supporting materials are received from Contractor and the dispute is resolved.

2.3 The Contractor shall be compensated based upon the rates and fees schedules as set forth in Exhibit "F" attached hereto and made part hereof (the "Disaster Recovery Services Fee and Price Sheet").

3.0 **TERM.** This Contract shall be effective upon execution by both parties and shall continue for a term of three (3) years. At its sole discretion, the Village shall have an option to renew this Contract upon the same terms and conditions for up to two (2) additional one (1) year extensions (the "Renewal Option"). This Renewal Option may be exercised at the sole discretion of the Village Manager. Such extension shall be effective upon receipt of a written notice from the Village Manager to the Contractor received no later than 30 days prior to the date of termination.

4.0 **NON-WAIVER.** The approval, and/or acceptance of any part of the Work by the Village shall not operate as a waiver by the Village of any other terms and conditions of the Contract.

5.0 **PROTECTION OF PROPERTY AND THE PUBLIC.** The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this Contract as follows:

5.1 The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to, the requirements of the Florida Department of Transportation (FDOT), the Federal Highway Administration (FHWA), the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction Safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

5.2 The Contractor shall erect and properly maintain at all times, all necessary safeguards, including sufficient lights and danger signals on or near the Work.

5.3 The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property.

6.0 **INDEMNIFICATION.**

6.1 The Contractor shall indemnify and hold harmless the Village, its officers, agents and employees, from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels, arising out of or resulting from the performance of Work under this Contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be responsible or liable.

6.2 This indemnification obligation shall survive the termination of this Contract.

6.3 The Contractor shall defend the Village or provide for such defense, at the Village's option.

6.4 The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Village.

7.0 **CONTRACT DOCUMENTS.** The following documents shall, by this reference, be considered part of this Contract:

- Instructions to Proposers;
- Proposal requirements;
- Proposal Form;
- All Addendums;
- FDOT Scope of Services – Emergency Debris Removal – Natural Disaster – Cut and Toss;
- FDOT Scope of Services - Emergency Debris Removal – Natural Disaster – Debris Removal;
- Detailed Specifications;
- Qualification Statement;
- Public Entity Crime Form;
- Insurance Certificates;
- Anti-Kickback Affidavit;
- Non-Collusive Affidavit;
- Drug-Free Workplace;
- Certified Corporate Statement; and
- Disaster Recovery Services Fee and Price Sheet.

8.0 **CONTRACTOR'S EMPLOYEES.**

8.1 The Contractor shall have at all times an English speaking, competent supervisor on site who thoroughly understands the Work, who shall, as the Contractor's agent, supervise, direct and otherwise conduct the Work. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.

8.2 Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee, as approved by the Village Manager or his/her designee.

8.3 Contractor shall, upon receipt of a written request from the Village Manager, immediately exclude any employee of Contractor from providing Work under this Agreement.

8.4 The Work contemplated in this Contract is on public property, accordingly no alcoholic beverages shall be allowed.

9.0 **VEHICLES AND EQUIPMENT.** Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. All vehicles used by Contractor to provide services under this Contract shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The Village may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

10.0 **INSURANCE.** Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Village against hazards or risks of loss, as required by the Village, and at a minimum as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

10.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy must include Employer's Liability with minimum limits of \$500,000.00 each accident.

10.2 **Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the Village against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit

of liability shall not be less than \$300,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

10.3 Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the Contractor and the Village against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

10.4 Certificate of Insurance. Contractor shall provide the Village Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Village reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village Manager.

10.5 Additional Insured. The Village is to be specifically included as an Additional Insured for the liability of the Village resulting from operations performed by or on behalf of Contractor in performance of this Contract. Contractor's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or

Additional Insured in the same manner as if separate policies had been issued to each.

10.6 All deductibles or self-insured retentions must be declared to and be approved by the Village Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

11.0 **ASSIGNMENT AND AMENDMENT.** No assignment by the Contractor of this Contract or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a subcontractor to perform its duties under this Contract without prior written approval of the Village. This Contract may only be amended, by the parties, with the same formalities as this Agreement.

12.0 **TERMINATION.**

12.1 Either party may terminate this Contract without cause upon 90 days written notice to the other party

12.2 Upon notice of such termination, the Village shall determine the amounts due to the Contractor for Work performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

12.3 After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Contract, and shall do so on the date specified in the notice of termination.

12.4 The Village may terminate this Contract upon five (5) days written notice if the Contractor defaults on any material term of this Agreement. The Village may also terminate this Contract upon such notice as the Village Manger deems appropriate under the circumstances in the event that the Village Manager determines that termination in necessary to protect the public health, safety or welfare.

13.0 **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

14.0 **ATTORNEY'S FEES.** In the event either party to this Contract is required to retain legal counsel to enforce any of its rights under this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.

- 15.0 ACCESS TO PUBLIC RECORDS.** The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The Village shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of three (3) years from the date of termination.
- 16.0 INSPECTION AND AUDIT.** During the term of this Contract and for three (3) years from the date of termination, the Contractor shall allow Village representatives access during reasonable business hours to Contractor's and Subcontractor's records related to this Contract for the purposes of inspection or audit of such records. If upon audit of such records, the Village determines the Contractor was paid for services not performed, upon receipt of written demand by the Village, the Contractor shall remit such payments to the Village.
- 17.0 SEVERABILITY.** If a term, provision, covenant, contract or condition of this Contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.
- 18.0 WAIVER OF JURY TRIAL.** The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Contract.
- 19.0 COUNTERPARTS.** This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.
- 20.0 INDEPENDENT CONTRACTOR.** It is expressly agreed and understood that the Contractor shall be in all respects an independent contractor, and that Contractor is in no respect an agent, servant or employee of the Village. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Village, nor any rights generally afforded classified or unclassified employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the Village are not available to Contractor, and agrees to provide worker's compensation insurance for any employee or agent of Contractor rendering services to the Village under this Contract.

All employees and subcontractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of Contractor, under its sole discretion and not an employee, contractor or agent of the Village.

21.0 ACCIDENT PREVENTION AND REGULATIONS. Precautions shall be exercised at all times for the protection of persons and property. The Contractor and subcontractors shall conform to all OSHA, Federal, State, County and Village regulations while performing Work under the terms and conditions of this Contract. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Contractor responsible for same.

22.0 BACKGROUND CHECKS. The Contractor will be responsible for maintaining current background checks on all of its employees and subcontractor employees involved in the performance of this Contract. Background checks must be performed and submitted to Village representatives prior to the performance of any Work by the employee under the Contract. On an annual basis, the Village Manager may request verification of background checks for all of the Contractor's employees working at Village facilities.

23.0 CODE OF ETHICS. Contractor warrants and represents that its employees will abide by all applicable Conflict of Interest and Code of Ethics Ordinances set forth in the Village Code and Section 2-11.1 of the Miami-Dade County Code, as these codes may be amended from time to time.

24.0 COMPLIANCE WITH LAWS. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Work under this Contract, and in particular shall obtain all permits from all jurisdictional agencies to perform the Work under this Contract.

Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Contract. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Village.

25.0 POLICY OF NON-DISCRIMINATION. The Contractor shall comply with all federal, state and local laws and ordinances applicable to the Work or payment for Work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Contract.

26.0 NOTICES. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

Village:

Village of Key Biscayne
88 West McIntyre Street
Village of Key Biscayne, FL 33149
Attention: Village Manager

With a copy to:

Village Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, Florida 33134

Contractor:

With a copy to:

27.0 ENTIRE AGREEMENT/MODIFICATION/AMENDMENT.

27.1 This Contract contains the entire agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

27.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Contract, unless executed with the same formality as this document.

27.3 Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and

performance of this Contract by Contractor have been duly authorized, and this Contract is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

28.0 OWNERSHIP AND ACCESS TO RECORDS AND AUDITS.

28.1 Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether patentable or not) which relate to the Work provided to the Village which are conceived, developed or made by Contractor during the term of this Contract ("Work Product") belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

28.2 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Contractor providing the Work to the Village under this Contract shall be the property of the Village.

28.3 The Village Manager or his designee shall, during the term of this Contract and for a period of three (3) years from the date of termination of this Contract, have access to and the right to examine and audit any Records of the Contractor involving transactions related to this Contract.

28.4 The Village may cancel and terminate this Contract immediately for refusal by the Contractor to allow access by the Village Manager or his designee to any Records pertaining to work performed under this Contract that are subject to the provisions of Chapter 119, Florida Statutes.

29.0 NONASSIGNABILITY. This Contract shall not be assignable by Contractor unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Contractor, and such firm's familiarity with the Village's area, circumstances and desires.

30.0 WAIVER. The failure of either party to this Contract to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Contract shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

- 31.0 SURVIVAL OF PROVISIONS.** Any terms or conditions of either this Contract that require acts beyond the date of the term of the Contract, shall survive termination of the Contract, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 32.0 PROHIBITION OF CONTINGENCY FEES.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- 33.0 PUBLIC ENTITY CRIMES AFFIDAVIT.** Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

[REMAINDER OF PAGE LEFT BLANK, SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first above written.

Attest:

VILLAGE OF KEY BISCAYNE, a
Florida municipal corporation

By: _____
Village Clerk

By: _____
Village Manager

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____
Village Attorney

Signed, sealed and witnessed in the
presence of:

CONTRACTOR:

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

(* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a Resolution of the Board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

EXHIBIT 'A'
CONTRACTOR'S PROPOSAL

EXHIBIT "B"

SCOPE OF SERVICES

EMERGENCY DEBRIS REMOVAL – NATURAL DISASTER -- CUT AND TOSS

1.0 GENERAL

This statement of work describes and defines the services which are required for the execution of Natural Disaster-related emergency debris removal (cut and toss) from Federal Aid Highway segments, State, local and private roadways within the Florida Department of Transportation (Department), District Miami-Dade County. The contractor shall provide all services described herein and any other services required to complete the project. Activities include field operations and debris management - All debris removal and management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Roads will be identified by the Department and direction given to the Contractor for roads and limits for which the Contractor will be responsible for within each County assigned. The Department reserves the right to add or delete roadway segments at the direction of the Engineer at no additional cost to the Department. The Department, at its sole discretion, may elect to perform work with in-house forces or additional contract forces.

Proper documentation, as required by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA) or other federal natural disaster response agency shall be provided for all debris removal operations to ensure reimbursement to the Department from the appropriate federal agency. While this contract scope provides for debris removal (Cut and Toss) work off the state road system, any work off the State Road System must be authorized by the Department.

The Department will not provide price adjustments for cost increases or decreases in the price of fuel.

The prime contractor is required to perform at least 30% of the work with its own forces.

The Department's Specifications for Road and Bridge Construction and other applicable Department Design Indexes and Construction Standards are made part of this contract by reference and are applicable when bidding on and when performing work under this contract.

In cases of discrepancy between this scope and the specifications, the scope will take precedence.

Within five days after commencement of any services pursuant to this Contract and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefore.

The work will begin upon written authorization by the Department. No guarantee of minimum or maximum amounts per bid item is made by the Department under this Contract.

In the event that the natural disaster impacts another District of the Department, the terms and conditions of this contract may apply to work in the affected District, with the concurrence of both parties.

The Department, at its sole discretion, may award one or more contracts based on the bids received and the impact of natural disasters encountered. If more than one award is made, such award will be to the lowest bidder, then to the next lowest bidder(s) based on availability of the bidders and the bidder's ability to satisfy the needs of the Department at the time contacted.

2.0 SERVICES TO BE PROVIDED BY THE CONTRACTOR

Field Operations

The following listed services shall be performed by the Contractor in the presence of the Department, District Miami-Dade County personnel or their designated representative:

- Provide equipment, labor, and materials necessary to perform "cut and toss" for clearing of the pavement area of the roadways as directed. "Cut and toss" is defined as cutting and/or pushing the debris off of the roadway sufficiently to allow safe vehicular traffic on all lanes. The services include, but are not limited to, cutting and removing vegetative debris and other debris to a point two feet beyond the curb and gutter section or to a point two feet beyond the edge of pavement (i.e. 2 feet beyond the paved shoulder or edge of turn lane (s) whichever is further) and vertical clearance of 16 feet as needed.
- Provide traffic control (day and/or night) using current Department Design Standards.
- Ensure all contractor and subcontractor personnel have and utilize personal protective safety gear in accordance with OSHA requirements and company safety policies.
- Coordinate with utility companies, as required, to permit safe removal of debris.
- With each invoice submit a Certification Disbursement of Previous Periodic Payment to Subcontractors (form 700-010-38) and the amount paid to all subcontractors performing work under this contract to date.
- Provide a minimum of _____ crews. These crews shall not be committed to more than one "cut and toss" contract for the Department at any point in time.

3.0 SERVICES TO BE PROVIDED BY DEPARTMENT OR ITS DESIGNATED REPRESENTATIVE

Field Operations

- Identify and evaluate the scope of the post-disaster debris problem.
- Provide inspection for all contractor operations.
- Provide field inspectors in sufficient numbers to adequately monitor all field operations. Such work will not exceed limits defined by FHWA eligibility criteria. The number of inspectors per crew shall vary based on need.
- Identify and prioritize removal from Federal Aid Highway segments, State, local and private roadways within the Florida Department of Transportation (Department), District Miami-Dade County. Prioritization of debris "cut and toss" will be based on a "sector approach" (as opposed to site to site). Once priorities are established, crews are required to complete entire sectors or corridors prior to moving on to other areas. No streets should be bypassed based on quantity of debris alone unless directed by the Departments Engineer.
- Ensure that all field crews are outfitted with required safety gear. Contractor is responsible for its crews' safety.

4.0 PAYMENT

- Payment will be made in accordance with the Fee Rates shown on Exhibit C. Such payment will be full and complete payment for all work performed, except for travel to another District as set forth below.
- The contractor may be paid for pre-positioning as set forth in Exhibit C within the District, if requested, and the impact of a natural disaster does not materialize. This will be a no-bid item and the amount will be established by the Department.
- If mutually agreed, the Contractor may be requested to work in another District affected by the natural disaster. In that event, the Contractor will be paid for that work in accordance with Exhibit C and additional payment will be made for travel. Travel will be reimbursed in accordance with Section 112.061, Florida Statutes.
- The bid items listed in Exhibit C include compensation for all work required in Sections 1.0 and 2.0.

FEE RATES

FOR

EMERGENCY DEBRIS REMOVAL – NATURAL DISASTER -- CUT AND TOSS

Pre-Positioning (per crew)(per day) do not bid PCPD* _____
*Pay starts when contractor's crews arrive at site.

Phase I – Cut and Toss of debris from roadway

- A. Rubber Tire Equipment (including operator)
- B. Two Chain Saw Operators w/ chain saws
- C. Superintendent with Vehicle

Total Crew rate (A+B+C) per hour _____

Bid award will be based on the per crew hourly rate.

EXHIBIT "C"

SCOPE OF SERVICES

EMERGENCY DEBRIS REMOVAL – NATURAL DISASTER - DEBRIS REMOVAL

1.0 GENERAL

This statement of work describes and defines the services which are required for the execution of Natural Disaster-related emergency debris removal from Federal Aid Highway segments, State, local and private roadways within the Florida Department of Transportation (Department), District Miami-Dade County. The contractor shall provide all services described herein and any other services required to complete the project. Activities include, but are not limited to, field operations, debris pickup, debris hauling and removing, debris staging and reduction, temporary debris storage site management and debris management. All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulation. Roads will be identified by the Department and direction given to the Contractor for roads and limits for which the Contractor will be responsible for within each County assigned. The Department reserves the right to add or delete roadway segments at the direction of the Engineer at no additional cost to the Department. The Department, at its sole discretion, may elect to perform work with in-house forces or additional contract forces.

Proper documentation as required by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA) or other federal natural disaster response agency shall be provided for all debris removal operations to ensure reimbursement to the Department from the appropriate federal agency. While this contract scope provides for debris removal work off the state road system, any work off the State Road System must be authorized by the Department. Such work must be coordinated with the City or County having jurisdiction over it and must be authorized by the Department.

The Department will not provide price adjustments for cost increases or decreases in the price of fuel.

The prime contractor is required to perform at least 30% of the work with its own forces.

The Department's Specifications for Road and Bridge Construction and other applicable Department Design Indexes and Construction Standards are made part of this contract by reference and are applicable when bidding on and when performing work under this contract.

In cases of discrepancy between this scope and the specifications, the scope will take precedence.

Within five days after commencement of any services pursuant to this Contract and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a payment and performance bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefore.

The work will begin upon written authorization by the Department. No guarantee of minimum or maximum amounts per bid item is made by the Department under this Contract. No adjustment to bid prices will be considered due to increases or decreases in estimated quantities.

In the event that the natural disaster impacts another District of the Department, the terms and conditions of this contract may apply to work in the affected District, with the concurrence of both parties.

The Department, at its sole discretion, may award one or more contracts based on the bids received and the impact of natural disasters encountered. If more than one award is made, such award will be to the lowest bidder, then to the next lowest bidder(s) based on availability of the bidders and the bidder's ability to satisfy the needs of the Department at the time contacted.

2.0 SERVICES TO BE PROVIDED BY THE CONTRACTOR

Field Operations

The following listed services shall be performed by the Contractor in the presence of the Department, District Miami-Dade County personnel or their designated representative:

- Provide equipment, labor, and materials necessary to perform the “first pass” and all subsequent passes directed by the Engineer. “First Pass” is defined as removing all debris on the affected roadways from within the rights-of-way as directed and authorized by the Department, FHWA, FEMA and their authorized representatives. The work associated with “first pass” and subsequent passes, includes but is not limited to: cutting fallen vegetative debris; picking up and loading vegetative, C & D and Hazardous Materials; hauling materials to either a temporary debris staging and reduction site or final legal disposal site; volume reduction at the temporary debris staging and reduction site; and final hauling and disposal at an appropriate landfill or “waste to energy” facility.
- Once road priorities are established by the Department or its representative, crews shall be required to complete entire sectors and/or corridors prior to moving on to other areas. No streets should be bypassed based on quantity of debris alone.
- Provide labor, equipment and materials necessary to remove all stumps authorized by the Department, FHWA and FEMA. Stump removal operations shall be in accordance with FHWA and FEMA guidelines.
- Provide traffic control (day and/or night) using current Department Design Standards.
- Ensure all contractor and subcontractor personnel have and utilize personal protective safety gear in accordance with OSHA requirements and company safety policies.
- Coordinate with utility companies, as required, to permit safe removal of debris.
- Provide a means for FDOT or their designated representative to measure and certify all trucks. All Temporary Debris Staging and Reduction Sites (TDSR's) shall be equipped with at least one tower from which monitors can safely view contents on each load and determine capacities of each load entering and exiting the TDSR.
- Provide a means for securing all TDSR's, throughout the life of the contract, to ensure no unauthorized or illegal dumping can occur at the site.
- Vacuum inlets and sweep curb and gutter sections.
- Damaged trees and exposed roots are to be removed to ground level.
- Remove leaning trees which are not an immediate hazard only when directed by the Department or their designated representative. Compensation will be by stump removal (if applicable) and debris removal (CY).

- Fill any holes left by removed trees. The cost of borrow required for fill will be included in the cost of bid items.

Staging/Reduction

- Secure the necessary permits for the TDSR's for any non FDOT approved sites from the appropriate regulatory agencies, prepare and manage the TDSR's and when operations are complete, return all TDSR's to their original condition to the satisfaction of the Department and the regulatory agencies. Perform any testing required or requested by the regulatory agencies to ensure TDSR's have not been contaminated.
- Provide, operate and maintain equipment for debris reduction.
- Maintain segregation of debris (vegetative vs non-vegetative).
- Reduce and dispose of any vegetative debris hauled by the Department crews to the TDSR's.
- White goods and Hazardous Household waste shall be recycled in accordance with all federal, state and local rules, regulations and laws. White goods and Hazardous Household waste include washing machines, clothes dryers, dehumidifiers, dishwashers, gas and electric stoves, TVs, computer monitors, refrigerators, freezers, window air conditioners and water heaters or coolers.
- Remove and recover Freon from any white goods and Hazardous household waste, such as refrigerators, freezers or air conditioners, at the final disposal site in accordance with federal, state and local rules, regulations and laws.
- Construction & Demolition debris shall be hauled directly to a licensed Florida Department of Environmental Protection (FDEP) and Environmental Protection Agency (EPA) disposal facility. Tipping fees shall be reimbursed at cost, no mark-up allowed.

Administration and Paperwork

- With each invoice submitted for payment include a certification Disbursement of previous periodic payment to subcontractors (form 700-010-38) and the amount paid to all subcontractors performing work under this contract to date.
- The contractor shall be responsible for the preparation of all invoices in a format acceptable to the Department and in accordance with federal, state and local rules, regulations and laws. Invoices shall include original receipts and all backup necessary to support the quantities and amounts invoiced.

3.0 SERVICE TO BE PROVIDED BY DEPARTMENT OR ITS DESIGNATED REPRESENTATIVE

Field Operations

- Identify and evaluate the scope of the post-disaster debris problem.
- Provide inspection for all contractor operations.

- Provide field inspectors in sufficient numbers to adequately monitor all field operations. Such work will not exceed limits defined by FHWA eligibility criteria. The number of inspectors per crew shall vary based on need.
- Identify and prioritize removal from Federal Aid Highway segments, State, local and private roadways authorized by the Department and FEMA and rights-of-way (primary and secondary roads) in District Miami-Dade County. Prioritization of debris removal will be based on a “sector approach” (as opposed to site to site). Once priorities are established, crews are required to complete entire sectors or corridors prior to moving on to other areas. No streets should be bypassed based on quantity of debris alone, unless directed by the Departments Engineer.
- Ensure no pickup of unauthorized debris by the contractor and his subcontractors unless directed by the Department.

Staging/Reduction

- Identify potential staging areas for debris stockpiling and reduction. There is no guarantee as to availability or suitability.
- Provide one Quality Control Tower Monitor per tower to observe and record truck quantity estimates.
- Ensure that all field crews are outfitted with required safety gear.

Administration and Paperwork

- Seven (7) part debris tickets will be provided to properly document the contract work in accordance with FDOT, FHWA and FEMA requirements.
- Spreadsheet format for invoices will be provided to properly document the contract work in accordance with FDOT, FHWA and FEMA requirements.

5.0 PAYMENT

- Payment, less applicable retainage as described below, will be made in accordance with the Fee Rates shown on Exhibit C. Such payment will be full and complete payment for all work performed as required in Sections 1.0 and 2.0. Bid prices shall include all direct costs for performing the work as well as all indirect costs including, but not limited to, administrative costs, all overheads and profits, except for travel to another District as set forth below.
- A lump sum retainage of \$10,000 per TDSR (staging area) will be held from the total invoice of work performed at the staging areas until the staging area is restored to its original condition or as otherwise mutually agreed. The lump sum amount will be withheld from the first invoice submitted. The contractor may post a bond in lieu of such retainage. However, the bond(s) must be posted prior to work beginning at the TDSR
- If mutually agreed, the Contractor may be requested to work in another District affected by the natural disaster. In that event, the Contractor will be paid for that work in accordance with Exhibit C and additional payment will be made for travel. Travel will be reimbursed in accordance with Section 112.061, Florida Statutes.

- The bid items listed in Exhibit C include compensation for all work required in Sections 1.0 and 2.0.

FEE RATES FOR

EMERGENCY DEBRIS REMOVAL – NATURAL DISASTER – DEBRIS REMOVAL

Phase I – collection, hauling to staging site, reduction

<u>Description</u>	<u>Unit</u>	*Estimated <u>Quantity</u>	**Unit <u>Price</u>
<u>Total</u>			
Loading and Hauling Debris to a TDS (Price to include MOT)	cubic yard	_____	_____
Reduction by Grinding at the TDS	cubic yard	_____	_____
Reduction by Incineration at the TDS	cubic yard	_____	_____
 <u>Stumps</u>			
24” - 48” Diameter stump removal	Each	_____	_____
> 48” Diameter stump removal	Each	_____	_____
 Sweeping Curb and Gutter	Hour	_____	_____
 Vacuum Inlets	Hour	_____	_____
 Removal of Hanging Limbs	Hour	_____	_____
 Loading and Hauling C&D debris	cubic yard	_____	_____
 White Goods and Hazardous Household waste disposal	Each	_____	_____
 Freon recovery	Unit	_____	_____
 <u>Phase II – loading of reduced material, final disposal</u>			
Loading and Hauling Reductions to a Final Disposition Site	cubic yard	_____	_____
Disposal/Tipping Fees	Actual Cost		
		TOTAL BID	

* Estimated Quantities used for determining low bidder only. Quantities are not intended to be an estimate of the actual quantities expected for this contract. Payment will be made based on actual units of work performed as approved by the Engineer.

** If a pay item is left blank or N/A is used, the bid may be declared irregular and the Department may reject the proposal.

EXHIBIT "D"

DETAILED SPECIFICATIONS

1. SCOPE OF CONTRACTED SERVICES

Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated debris. The term "eligible," as used herein, means qualifying for emergency funding under the standards promulgated by the Federal Emergency Management Agency (hereinafter referred to as "FEMA"). **[The term, "debris", as used herein, includes all forms of disaster-generated debris, such as vegetative, demolition, construction, household goods (hereinafter "white goods"), hazardous and industrial waste materials.]**

Contracted services will be limited to the clearing of roadways and access routes, (herein after "the emergency push"), debris removal (Right of Way, hangers/leaners/stumps and public property) and demolition of structures and other Right of Entry services when determined as necessary to:

- a) Eliminate immediate threats to life, public health, and safety;
- b) Eliminate immediate threats of significant damage to improved public or private property; and
- c) Ensure the economic recovery of the affected community for the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the Village, and in accordance with Federal requirements. Contract services will only be performed when requested and as designated by the Village, by approved Work Order issued by the Village. Contractor shall load and haul the debris from within the legal boundaries of the Village to a site(s) specified by the Village as set out in Section _____ [4.9] below.

The Village reserves the right to assign work to various contractors, at its sole discretion. The Village also reserves the right to approve all subcontractors hired by the contractor and/or to require the contractor to dismiss a subcontractor for cause, upon request.

1.1 Emergency Push/Road Clearance:

Contractor shall accomplish the cutting, tossing and/or pushing of debris, hanging limbs, or leaning trees of transportation routes as identified by and directed by the Village. The emergency push will normally be completed within the first 70 hours following the activation of the contract, unless notified otherwise by the Village.

1.2 Debris Removal from Public Right-of-Way (ROW):

As directed by the Village, Contractor shall load and haul all eligible debris to an approved and certified temporary debris management site (TDMS) or other disposal destination, as specified by the Village. All collection and hauling will be consistent with Federal requirements applicable to the disaster event. The contractor will ensure compliance with instructions from the Village regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris.

1.3 Debris Clearance/Removal from Public Property:

As directed by the Village, Contractor shall clear eligible debris from public property, load and haul all debris to a designated temporary debris management site (TDMS) or other disposal destination designated by the Village.

1.4 Demolition of Structures and Construction Debris Removal:

As directed by the Village, Contractor shall demolish unsafe structures and remove debris that has been determined by the Village to be a threat to the health and safety of the public. Contractor will exercise due diligence in demolishing and/or removing debris from private property. The Village will direct actions to secure the right of entry (ROE) onto private property to allow demolition and removal. Contractor will ensure hazardous materials screening and utilities disconnection as appropriate. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities.

1.5 Private Property Waivers:

The Village will direct all actions to secure necessary permissions, waivers and ROE Contracts from real property owners and / or homeowner associations (HOA) as required for the lawful removal of debris and/or demolition of structures from real properties. All

such actions will be consistent with Federal requirements applicable to the disaster event.

1.6 Debris Separation/Reduction and Temporary Debris:

Temporary Disposal Management Site (“TDMS”) Management:

Contractor shall operate and manage the TDMS to accept and process all event debris. All actions will be implemented by the Contractor only with the prior approval of the Village. Actions by the Contractor will include, but are not limited to, the following:

- a. Ensure that only debris authorized by the Village’s Contract Administrator will be allowed into the TDMS sites.
- b. Provide to the Village a video record of the pre- and post-use site conditions.
- c. As directed by the Village, conduct an onsite Phase 1 Environmental Audit.
- d. Prepare a plan of proposed site layout and review with the Village prior to its implementation.
- e. Prepare a plan for site security and traffic control for both on the site and adjacent roadways and review with the Village prior to its implementation.
- f. Provide adequate fire prevention/fighting equipment, including water truck and hoses, on site throughout the operational period of the TDMS.
- g. Build and/or maintain roads as necessary for TDMS operation
- h. Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors; Towers will be positioned at any entrance and any exit of the TDMS.
- i. Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms.
- j. Confine hours of operation of the TDMS to those determined by the Village.

- k. Stage and process all debris in accordance with instructions from the Village.
- l. Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction.
- m. Prior to reduction and to the extent practical, but not at the TDMS, segregate debris between vegetative debris, construction and demolition debris, white goods, and hazardous waste.
- n. Develop and implement, with the approval of the Village, a procedure for management of the receipt of unauthorized and/or ineligible debris at the TDMS.
- o. Provide the Village with proper and acceptable documentation (including destination, tickets, volume / weight) for final disposal of debris accepted at the TDMS.
- p. Provide a temporary scale suitable for weighing trucks and dumpster loads certified to applicable State of Florida standards.
- q. Upon the closure of the TDMS, restore the site to its pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition.
- r. As directed by the Village, sod, hydro-seed or sprig the property once all other site closure issues have been addressed.
- s. As directed by the Village conduct post use soil and water tests.
- t. Provide mobile homes or campers for
_____.

1.7 Designation and Management of Staging Areas:

Contractor shall identify staging areas in collaboration with the Village for the purposes of truck/equipment certification, provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. Contractor shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well-being of

all Contractor and sub-contractor personnel. The Village will approve of the location, size, layout and services to be provided at any staging area established by the Contractor, who will insure that each area is managed in accord with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

1.8 Management of Tree Debris:

Tree debris is herein defined as vegetation, stumps, hanging limbs, leaning trees, and similar materials resulting from trees damaged during the event. The Village shall direct Contractor regarding removal, collection, hauling and disposal of eligible tree debris, which will adhere to the most current FEMA Guidance Policy Disaster Specific Guidelines. Stumps within the public rights-of-way deemed by the Village to be public safety hazards will be removed and disposed of by the contractor. The Contractor is responsible for collection, hauling and disposal of all tree debris.

1.9 Disaster Recovery Technical Assistance:

Contractor will provide Disaster Recovery Technical Assistance to the Village to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program, planning, training and exercise development, as well as attendance at the Village's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the Contract Administrator.

2. PERFORMANCE OF SERVICES

2.1 Description of Service:

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Contract or meeting the approval of the Village may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the Village.

2.2 Cost of Services:

Contractor shall bear all of its own operating costs and is responsible for all permit and license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services. Upon receipt and acceptance of full documentation of the performance of services and an accurate invoice as specified by the Village, the Contractor shall be reimbursed on a unit price basis as specified in Attachment A.

Unknown and/or unforeseen events or conditions may require an adjustment to the unit costs given in Attachment "A", of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between the Contractor and Contract Administrator and approval by formal Village action.

In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the most current version of the FEMA Schedule of Equipment Rates, to be applied at all times for implementation of the Contract.

3. STANDARDS OF PERFORMANCE

3.1 Contractor representative and General Operations Plan:

Contractor shall have a knowledgeable and responsible representative report to the Contract Administrator or designee and provide a copy of the Contractor's General Operations Plan within 7 days following the execution of this Contract. The Village will approve the General Operations Plan prior to its implementation within the Village. The Contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and Contractor's General Operations Plan.

3.2 Mobilization:

When a notice to proceed in advance of an event has been received by Contractor, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services. The Village may take such other actions as necessary to address the failure of the contractor to mobilize resources on the schedule required by the Village.

4. GENERAL RESPONSIBILITIES

4.1 Other Contracts:

The Village may be required to enter into Contracts with Federal and/or State agencies for disaster relief. Contractor shall be bound by the terms and conditions of such Contracts, regardless of the additional burdens of compliance. Village will provide Contractor with a copy of any applicable Contracts.

4.2 The Village's Obligations:

The Village shall furnish all information and documents necessary for the commencement of contracted services, including a written Work Order.

4.3 Contractor's Conduct of Work:

Contractor shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All Contractor personnel and subcontractors shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

4.4 Supervision by Contractor:

Contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Contractor is solely responsible for all means, methods, techniques, safety and other procedures. Contractor will employ and maintain a qualified project manager at the work site(s) who shall have full authority to act on behalf of Contractor. All communications given to the project manager by the Contract Administrator or designee shall be as binding as if given to Contractor. Contractor shall provide a communication system for operations and communication between Contractor and its employees, subcontractors and agents.

4.5 Self-sufficiency of Contractor and Subcontractors:

The Contractor shall ensure that its work force, including subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse affects on the community.

4.6 Damages by Contractor:

Contractor shall be responsible for conducting all operations, whether contemplated by this Contract or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. Contractor must report such damage to the Contract Administrator in writing within 24 hours. Should any property be damaged due to negligence on the part of the Contractor, the Village may either bill Contractor for the damages, withhold funds due to Contractor, or the contractor may also repair all damage to the satisfaction of the Village. The determination of whether "negligence" has occurred shall be made by the Village.

4.7 Contractor's Duty Regarding Other Contractor(s):

Contractor acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.8 Contractor's Ownership of Debris:

All debris, once collected by Contractor, shall become the property of Contractor. The Village, in its sole discretion, may exercise ownership of flow control for removal and lawful disposal. The debris may consist of, but not be limited to, vegetation, construction and demolition debris, white goods and collected hazardous materials.

4.9 Contractor's Disposal of Debris:

Unless otherwise directed by the Village, Contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the Village. The locations of the TDMS and final disposal sites shall be reported to the Village and subject to their approval, utilized by the contractor. Separate unit prices for delivery and disposal of debris to TDMS and final disposal may be allowed by the Village. Upon request from the Contractor, other sites may be utilized as directed and/or approved by the Village.

5. GENERAL TERMS AND CONDITIONS

5.1 Multiple, Scheduled Passes:

Contractor shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the Village. The Village shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the Village. The Contractor will document the completion of all passes based on the direction from the Village and will provide this documentation to the Village on the frequency requested by the Village .

5.2 Clean as you go Policy:

The contractor shall provide a “clean as you go” policy and supervise and enforce such policy during debris management operations.

5.3 Operation of Equipment:

Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the Village. Should operation of equipment be required outside of the public ROW, the contractor will ensure that a ROE Contract has been obtained prior to property entry.

5.4 Security of Debris during Hauling:

Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secure and trimmed so that to the extent practical no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Contractor will survey the primary routes used by Contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

5.5 Traffic Control:

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). Contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

5.6 Work Days/Hours:

Work days and/or work hours shall be as directed by the Village following consultation and notification to Contractor. Working hours on holidays shall be at the discretion of the Village.

5.7 Hazardous and Industrial Wastes:

Upon the pre-authorization of the Village, the Contractor shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, the Contractor will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan, and this plan will be in accordance with all local, state and Federal requirements and will be approved by the Village. In accord with this plan, the Contractor shall use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if and when directed to do so by the Village.

5.8 Utilizing Local Resources:

Contractor shall, to every extent possible, give priority to utilizing labor and other resources originating within Miami-DadeCounty.

5.9 Work Safety:

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training and supervision as may be required by the Village and/or other governmental regulations. Contractor shall ensure that its subcontracts contain an equivalent safety provision.

5.10 Inspection of Contractor Operations:

All debris shall be subject to inspection by the Village and other public authorities to ensure compliance with this Contract, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. The Village will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

5.11 Corrective Actions Required of Contractor:

When instructed by the Village's representative, the Contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this Contract, as determined by the Village in its sole discretion, and notify the Village of its compliance within 24 hours.

5.12 Ineligible Work:

The contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the Village that such actions are eligible for state and/or Federal reimbursement.

5.12.1 Eligibility Inspections:

Village's monitors shall inspect each load, or shall inspect at some other frequency of the Village's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

5.12.2 Eligibility Determinations:

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and Contractor will not invoice the Village for such loads. The Village, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

5.13 Other Agencies:

The term "government" as used in this Contract refers to those governmental agencies which may have a regulatory or funding interest in this Contract.

6. REPORTS, CERTIFICATIONS AND DOCUMENTATION

6.1 Reports:

Contractor shall submit periodic, written reports in a format required by the Village documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

6.1.1 Daily Reports:

Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations within 24 hours.

6.1.2 Weekly Summaries:

A summary of all information contained in the daily reports as described in Section 6.1.1, within two days of the close of the week. At the request of the Village, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include: Collection Contractor, load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable) field monitor name / number, TDMS location, tower monitor / name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

6.1.3 Report Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by the Village, in consultation with Contractor.

6.1.4 Data Reconciliation

Reconciliation of data will be accomplished weekly between the Contractor and the Village's representative. All discrepancies will be resolved within 5 days.

6.1.5 Final Project Closeout:

Upon final inspection and/or closeout of the project by the Village, Contractor shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by the contractor, plus the total cost of the project invoiced to the Village. The contractor shall provide, upon request of the Village and/or no later than project closeout, a release of liens demonstrating that all subcontractors to the Contractor have been fully paid. Contractor will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the Village and/or government. Final project reconciliation must be approved by the Village.

6.2 Certifications:

The Contractor will adhere to the process for certification of personnel and vehicles established by the Miami-Dade County Countywide Disaster Debris Management Plan, to include the following:

6.2.1 Certification of Vehicles and Load Capacity

Contractor shall ensure that all equipment is certified in accordance with most current City/County

procedures. After a disaster, the Village, or their designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the Contractor.

All Contractor and subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses.

Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck will receive two placards, one each of which shall be affixed on opposite sides of the truck body. The placards will be consistent with the standardized placard specified in the Miami-Dade County Countywide Debris Management Plan. The truck driver will be provided up to two (2) copies of the certification sheet for the contractor and sub-contractor's records.

6.2.2 Certification of Personnel

The Contractor will certify to the Village that all Contractor and Subcontractor personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations. Upon request of the Village, the Contractor will provide documentation certifying the adequacy of the training, experience and capabilities of all Contractor and subcontractor personnel, to include but not be limited to the following:

- a. Senior management personnel of the Contractor assigned to implement work authorizations pursuant to this Contract will participate, upon request, in training and briefing sessions held by representatives of Miami-Dade County and/or the Village.
- b. Senior, supervisory personnel of the Contractor and all subcontractors thereto will have received training in debris management, the operational

concepts established by the Miami-Dade County Countywide Debris Management Plan, and the implementation of the National Incident Management System.

c. Personnel assigned by the Contractor as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used by the Village and Miami-Dade County, in accord with the provisions of the Miami-Dade County Countywide Debris Management Plan.

d. Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations.

e. Upon their deployment for field operations, all Contractor and subcontractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures

6.3 Utilization of a Standardized “Load Ticket”:

The Contractor and all subcontractors will utilize a standardized “load ticket” for documenting each load of debris from its origin to the TDMS and/or final disposal location, as indicated. The “load ticket” utilized will be identical to and/or fully consistent with that defined in the Miami-Dade County Countywide Debris Management Plan and attached hereto and in Attachment “___” to the Contract.

6.4 Additional Supporting Documentation:

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by the Village and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

6.5 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. Contractor will maintain all

reports, records, debris reporting tickets and Contract correspondence for a period of not less than three (3) years.

7.0 Optional Services:

The Village wishes the Contractor to provide the following services in addition to the management of vegetative debris, construction and demolition debris, and white goods debris, in the manner and for the unit cost indicated:

7.1 Debris Removal and Restoration of Canals:

The Contractor will remove debris resulting from the event from the drainage and navigation canals and adjacent banks, as directed by the Village. Debris to be removed will be vegetative and/or construction and demolition debris affecting the canals, but excludes removal of damaged and/or abandoned boats. The Contractor will also haul, process and dispose of the collected debris, as well as restore, re-grade, and/or reseed the canal banks and slopes, as directed by the Village. The Contractor will be reimbursed at a fixed rate for this service.

7.2 Motor Vehicles:

The Contractor will remove motor vehicles damaged by the disaster event and/or abandoned by the owner due to the circumstances of the event. The Village will identify the area(s) from which motor vehicles are to be removed. Motor vehicles will be processed by or for the Contractor in a manner that complies with all requirements for removal and processing of hazardous materials, e.g., gasoline, oils and other fluids. The Contractor will also ensure the proper final disposal of the removed vehicle. The Contractor will be reimbursed at a fixed rate, inclusive of all towing, processing and disposal costs.

7.3 Boats:

Boats severely damaged by the disaster event, and abandoned in or on the canals, marinas, and beaches of the Village will be collected by the Contractor, processed for removal and disposal of hazardous materials in accord with applicable regulations, demolished and transported to a suitable location for final disposal. The Village will determine the vessels to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing the Contractor to remove and dispose of the vessel. The Contractor is

otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process. The Contractor will be reimbursed at a fixed rate for this service.

7.4 Hazardous Waste and Contaminated Debris Management:

The Contractor will identify, separate, collect, transport and dispose of disaster-generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris. The Contractor will provide trained, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct the Contractor personnel in the safe and proper handling and disposal of the material. All hazardous waste and contaminated debris will be collected, transported and disposed of by the Contractor as required by local, state and Federal regulations. The Contractor will be reimbursed at a fixed rate for this service.

7.5 Fire Suppression Support:

In the event of water system failure in the Village, the Contractor will provide filled water trucks of a minimum capacity of 1500 gallons, and equipped with outlet valves compatible with fire hose connections meeting national standards of the National Fire Protection Association, or as otherwise specified by the Village. The Village will direct the Contractor regarding the location(s) for the truck(s) to be positioned, and the Village will provide a fully qualified and licensed driver. If the initial water supply is used, the Village will be responsible for refilling the truck. The Contractor will be reimbursed at a fixed rate for this service.

7.6 Emergency Potable Water:

The Contractor will provide the Village with whole pallets of individually bottled water drinking water. The Village will instruct the Contractor as to the number of pallets needed, the location(s) for delivery, and the schedule for delivery. Multiple deliveries may be necessary. The Contractor will be reimbursed at a fixed rate for this service.

7.7 Emergency Delivery of Ice:

The Contractor will provide the Village with whole pallets of cubed ice made from potable water in individually packaged sacks of between 5 and 10 pounds. The Village will instruct the Contractor as to the number of pallets needed, the location(s) for delivery, and

the schedule for delivery. Multiple deliveries may be necessary. The Contractor will be reimbursed at a fixed rate for this service.

7.8 Temporary Bathrooms, Showers, Kitchens and Feeding Locations:

The Contractor will provide the Village with “comfort stations,” e.g., modular units to provide for the comfort and support of disaster victims within or near impacted neighborhoods. The modular units will include tents, portable toilets, hand basins, shower units, a mobile kitchen, chairs and tables for food service, and all necessary personnel, food, equipment and supplies to operate the units for extended periods. Each comfort station must include equipment compliant with the Americans with Disabilities Act. The unit must be capable of serving three meals per day. The Village will provide law enforcement and emergency medical services staff to compliment the work force provided by the Contractor. The Contractor will be reimbursed at a fixed rate for this service.

7.9 Temporary Satellite Communications:

The Contractor will provide satellite communications units capable of voice, text messaging, data transfer and Internet access for use by Village personnel in the event of failure of other communications systems. The units will be rented/leased to the Village and will be fully equipped, including AC/DC adapters (including automotive battery chargers), instructions and carrying cases. The units will be fully operational upon delivery to the Village, without further action by the Village . The Contractor will be reimbursed at a fixed rate for this service.

7.10 Emergency Power Generation:

The Contractor will provide mobile electric power generation units for facilities and locations located within the Village. The Village will define the size and fuel type of the mobile units, which will be leased to the Village. The Village will require up to **[number of separate units]** of **[specify 120 and/or 240 volt]** units, ranging in capacity from **[range of KW needed]**, and the Contractor will deliver the units to the facilities or locations designated by the Village, and ensure connection of the unit to the existing electrical wiring by a licensed electrician. The Contractor will also ensure the unit is fueled, tested, and demonstrated to be operational prior to departure from the location. The Contractor will also provide fuel for the duration of the units use by the Village, and will have readily

available technical support and repair or replacement services. The Contractor will be reimbursed a fixed rate for this service.

7.11 Pumping and Water Relocation/Removal for Flood Control:

The Contractor will provide all personnel, trucks, pumps, hoses, fuel, and other necessary equipment for removal of standing water from low collection areas where localized flooding threatens public safety or continuing property damage, as directed by the Village. The minimum required capacity of the services to be provided to any such location, upon instruction of the Village, will be [## of gallons/minute]. Water removal may be both by pumping to adjacent storm sewers, if functional, to nearby stream or drainage canals, or into tanker trucks. The Contractor must comply with any applicable environmental requirements concerning discharge of the water once pumped. The Contractor will be reimbursed at a fixed rate for this service.

7.12 Sewer, Culvert and Catch Basin Cleaning:

The Contractor will provide all personnel, vehicles, equipment and supplies to clean disaster-related debris, including sand and mud, from storm sewers, culverts, catch basins and draining canals. The Village will designate the storm water systems to be cleaned. This service will be provided on a per structure basis.

7.13 Decontamination of Buildings and Facilities:

The Contractor will provide for chemical and/or biological decontamination of buildings, facilities or other structures as directed by the Village. The Contractor is responsible for providing experienced, trained and equipped personnel, for all equipment and supplies, and for final disposal of all contaminated materials removed from the structure. All operations by the Contractor must be in full compliance with all health and safety standards, as well as environmental protection requirements applicable to the decontamination and disposal process. The Contractor will be reimbursed at a fixed rate for this service.

7.14 Mold Remediation:

The Contractor will provide all personnel, equipment, supplies and services necessary for the planning of mold remediation services, removal and disposal of mold contaminated materials, and other mold remediation measures necessary for affected public buildings belonging to the Village. The Contractor will comply with all

Federal guidelines on mold remediation, and ensure compliance with all applicable health, safety and environmental protection standards. The Village will designate which buildings or other structures are to be remediated, will approve the Contractor's mold remediation plan, and will designate the disposal facility to be utilized for mold-contaminated materials removed by the Contractor. The Contractor will be reimbursed at a fixed rate for this service.

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EXHIBIT "E"

FHWA FORM 1273
(Attached hereto)

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHEMENTS

A. Employment Preference for Application Contracts (included in Application contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate supervision and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any rate. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 49 CFR 3.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Dispute arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general dispute clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL), as set forth in 29 CFR 5, 6, and 7. Dispute within the meaning of this clause includes dispute between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Application contracts, when applicable, as specified in Attachment A), or

d. hinder and prevent carrying forth the contractor's EEO policy will be placed in some readily accessible to employees, applicants for employment and potential employees.

b. employ contract labor for any purpose within the limits of the project unless it is labor performed by persons who are on parole, suspended release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all direct subcontracts of \$10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements set in this contract and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 15, 29 CFR 1410 and 41 CFR 505 and orders of the Secretary of Labor as modified by the provisions prescribed herein, and impose pursuant to 28 USC 1403 shall override the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications in 49 CFR 305-4.1 and the provisions of the American Disabilities Act of 1990 (42 USC 12101 through 12117) set forth under 28 CFR 15 and 29 CFR 1400 are incorporated by reference to this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with its State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of higher activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other form of compensation; and selection for training, including apprenticeship, professional development or on-the-job training."

2. EEO Officers: The contractor will designate and make known to the SHA contracting officer an EEO Officer who will have the responsibility for the most effective administering and promoting an active contractor program of EEO and who shall be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To assure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be furnished by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion

special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions; and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SH&A and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SH&A.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SH&A personnel.

c. The contractor will use his best efforts to assure subcontractor compliance with their EEO obligations.

of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SH&A and the FHWA.