July 29, 2014

Mr. Bryan W. Koon, Director
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Attention: Steve Hyatt

Reference: Public Assistance Pilot Program
Debris Management Plan Review - Resubmittal
Palm Beach County

Dear Mr. Koon:

This letter responds to the Florida Division of Emergency Management request dated July 24, 2014, for the U.S. Department of Homeland Security’s Federal Emergency Management Agency (FEMA) to accept the Palm Beach County Debris Management Plan (Plan) for participation in the Public Assistance (PA) Alternative Procedures Pilot Program for Debris Removal. This pilot program allows a one-time two (2) percent Federal cost share increase for debris removal operations performed within 90 days from the start of the incident period of a major disaster or emergency declaration.

FEMA Region IV has determined that the Plan:

☑ Contains the basic planning elements of a Debris Management Plan along with at least one prequalified debris and wreckage removal contractor (see enclosed Debris Management Plan Checklist). Therefore, FEMA has determined the Plan is acceptable. Accordingly, Palm Beach County may receive a one-time two (2) percent Federal cost share increase as part of the PA Alternative Procedures Pilot Program for Debris Removal. Your office should notify FEMA when Palm Beach County wishes to apply the incentive to its debris removal work.

☐ Does not contain the basic planning elements as noted in the enclosed Debris Management Plan Checklist. Palm Beach County may revise its Plan and resubmit it to FEMA, through your office, for reconsideration.
Once the Plan is accepted, it does not mean that FEMA is approving any operational component of the plan nor does it mean that the Federal government will fund work conducted under any aspect of the Plan. Eligibility of costs for debris removal and management in a declared major disaster or emergency will be determined based on established PA Program authorities, regulations, policies and guidance. Subgrantees must comply with Federal procurement requirements (i.e., competitive bidding), as outlined in 44 CFR §13.36 in the procurement of debris removal services.

If you have questions or need additional information, please contact Mr. Jesse F. Munoz, CEM, Director, Recovery Division, at (770) 220-5300.

Sincerely,

[Signature]

Andrew Velasquez III
Acting Regional Administrator

Enclosure
# Debris Management Plan Checklist

**Palm Beach County**  
Florida  
**Applicant Name**  
Applicant Point of Contact  
**State/Territory/Tribe**  
Contact Number  

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Plan Requirements</th>
<th>Comment</th>
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<tbody>
<tr>
<td>✓</td>
<td></td>
<td><strong>Overview</strong> – Does the plan describe the purpose and objectives?</td>
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<td>✓</td>
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<td><strong>Events and Assumptions</strong> – Does the plan provide information on the types and anticipated quantities of debris that will be generated from various types and sizes of events?</td>
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<td>✓</td>
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<td><strong>Debris Collection and Removal</strong> – Does the plan have a debris collection strategy? Does the plan discuss the methods that will be used to remove debris and establish priorities for clearance and removal? Does the plan outline the roles and responsibilities of the various functions involved (Public Works, Finance, and Solid Waste Departments, etc.)?</td>
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<td>✓</td>
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<td><strong>Debris Disposal Locations and Debris Management Sites</strong> – Does the plan identify where the disaster debris will be segregated, reduced, and disposed or whether debris will be hauled to a recycler?</td>
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<td>✓</td>
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<td><strong>Debris Removal on Private Property</strong> – Does the plan address the authority and processes for private property debris removal?</td>
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<td>✓</td>
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<td><strong>Use and Procurement of Contracted Services</strong> – Does the plan describe the types of debris operations that will be contracted? Does the plan describe the process and procedure for acquiring competitively procured contracted services?</td>
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<td><strong>Use of Force Account Labor</strong> – Does the plan define the types of work force account labor will accomplish?</td>
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<td>Yes/No</td>
<td>Plan Requirements</td>
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<td>✔</td>
<td><strong>Monitoring of Debris Operations</strong> - Does the plan describe, who and how debris removal contractors will be monitored at pickup sites, Debris Management Sites/Temporary Debris Storage and Reduction Sites and final disposal?</td>
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<td>✔</td>
<td><strong>Health and Safety Requirements</strong> - Does the plan describe how workers and the public will be protected and discuss the specific measures for adherence to safety rules and procedures?</td>
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<td>✔</td>
<td><strong>Environmental Considerations and Other Regulatory Requirements</strong> - Does the plan identify all debris operations that will trigger compliance with environmental and historic preservation laws and how compliance will be attained?</td>
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<td>✔</td>
<td><strong>Public Information</strong> - Does the plan include a public information strategy to ensure that residents receive accurate and timely information about debris operations?</td>
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<td><strong>Identification of Debris Removal Contractors</strong> - Does the jurisdiction identify at least one or more debris contractors that it has prequalified?</td>
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<td>General Comments</td>
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2019 Plan Revisions

Modifications to the Plan include:

- Inserted date reviewed by County Engineer, David L. Ricks to Acknowledgements page.
- Revised contact name of SWA Executive Director to PBC Debris Management Organization Chart (Figure 1). Changed from Mark Hammond to Dan Pellowitz.
- Revised contact name of SWA Executive Director to SWA Debris Management Center Organization Chart (Figure 2). Changed from Mark Hammond to Dan Pellowitz.
- Revised name and latest revision date of reference made under Environmental Programs, on page 8, to FDEP’s Guidance for Establishment, Operation, and Closure of Disaster Debris Management Site (DDMS) dated May 4, 2018.
- Included location on listing of Biosolids Processing Facility and included Site Name description as is appears on FDEP’s 2019 Pre-Authorization for Disaster Debris Management Sites (Enclosure 2).
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ACKNOWLEDGEMENTS

Palm Beach County Engineering and Public Works (PBCENG) Department is the lead agency responsible for emergency debris clearance on essential transportation routes and for coordinating the permanent removal and disposal of all debris deposited along or immediately adjacent to public rights-of-way. This Debris Management Plan identifies the actions required to plan for and respond to a natural debris-generating event.

The Road and Bridge Division of PBCENG is responsible for emergency debris clearance from essential transportation routes based on pre-established priorities identified in the County Comprehensive Emergency Management Plan (CEMP). PBCENG is also responsible for clearing debris for egress from specified critical facilities.

The Solid Waste Authority of Palm Beach County is responsible for coordinating the permanent removal, storage, recycling, and disposal of all debris deposited along or immediately adjacent to public rights-of-way in consultation with the lead agency and through private vendor resources as specified in the CEMP.

PBCENG recognizes the cooperation from the other PBC departments and agencies identified in this Debris Management Plan. Your understanding of the importance of having a coordinated debris management plan in place prior to a natural disaster will contribute to the safety and well-being of all residents of PBC.

David L. Ricks
County Engineer
Palm Beach County Engineering and Public Works Department

Date Reviewed: March 27, 2019
ACRONYMS USED IN THIS PLAN

CADD - Computer Aided Drafting and Design  
CEMP - County Comprehensive Emergency Management Plan  
DCAT - Debris Contract Administrative Team  
DDMS - Disaster Debris Management Site  
DMC - Debris Management Center  
EMC - Emergency Management Coordinator  
EMT - Emergency Management Team  
EOC - Emergency Operations Center  
EOCREP - Emergency Operations Center Representative  
FDEP – Florida Department of Environmental Protection  
PBCENG - Engineering and Public Works Department  
GIS - Geographic Information System  
PBC - Palm Beach County  
P&R - Department of Parks and Recreation  
PIO - Public Information Officer  
SWA - Solid Waste Authority of Palm Beach County

DEFINITIONS

Disaster Debris Management Site: A permitted location where disaster debris is temporarily stored until it is sorted, processed, reduced in volume, recycled, and/or taken to a final disposal location.

Construction, Demolition and Land-Clearing Wastes: Any type of solid waste resulting from land-clearing operations, the construction of new buildings or remodeling structures, or the demolition of any building or structure.

Garbage: All organic waste, consisting of the residue of animal, fruit or vegetable matter, resulting from the preparation, cooking, handling or storage of food, exclusive of human or animal feces. It shall also include all household solid waste materials, tree cuttings, leaves, garden vegetation, trimmings, and other types of trash.

Hazardous Waste: Any waste or combination of wastes of a solid, liquid, contained gaseous or semisolid form which because of its quantity, concentration or physical, chemical or infectious characteristics may:

- Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
- Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed.

Such wastes may include, but are not limited to, those that are persistent in nature, assimilated, or concentrated in tissue or which generate pressure through decomposition, heat, or other means. The term does not include solid or dissolved materials in domestic sewage or solid dissolved materials in irrigation return flows, or industrial discharges, which are point sources subject to state or federal permits.

Industrial Waste: Any liquid, gaseous, solid, or other waste substance, or a combination thereof, resulting from any process of industry, manufacturing, trade or business or from the development of any natural resources.

Recycling: Non-Storm Debris The County encourages the voluntary participation of all of its residents to reduce the waste stream through recycling. Residents are strongly encouraged to recycle all items that are recyclable and throw away for ultimate landfill disposal only those items, which cannot be recycled. Special containers are provided at numerous manned recycling and solid waste centers for the storage and collection of:

- Newspapers  
- Green glass  
- Brown glass  
- Clear glass  
- Aluminum and bi-metal beverage cans  
- PET plastic milk jugs  
- HDPE plastic drink bottles
• Used motor oil
• Lead acid batteries
• Scrap metals and appliances including refrigerators, stoves, water heaters, etc.
• Composts including leaves, limbs, brush, and yard wastes

Recycling: Storm Debris. The intent of the County is to recycle as much of the storm debris generated in a storm as feasible.

• Vegetative Debris – volume reduced, processed yard trash/vegetative storm debris will be transported to agricultural fields for use as a soil amendment in accordance with DEP policies for use of such materials and/or to cogeneration power plants for use as boiler fuel

• Non-Vegetative, Non Hazardous Debris – These materials commonly referred to as C/D (construction demolition debris) will be directed to DEP permitted C/D recycling facilities, if financially feasible and if volumes do not exceed the handling capacity of the Debris management System of TDS sites.

Illegal Dumping: Dumping garbage and rubbish, etc., on open lots prohibited. No garbage, refuse, abandoned junk, solid waste or other offensive material shall be dumped, thrown onto or allowed to remain on any lot or space within the unincorporated portions of Palm Beach County. This includes those defined materials that were in place before enactment of this article.
Palm Beach County Comprehensive Emergency Management Plan (CEMP).

GENERAL

Palm Beach County Engineering and Public Works (PBCENG) Department is the primary agency responsible for the restoration of the public infrastructure following a disaster. PBCENG’s Road and Bridge Division is responsible for emergency debris clearance of essential transportation routes and other critical public facilities based on recommendations from the Rapid Impact Assessment Team.

The Solid Waste Authority (SWA) is a supporting agency responsible for implementing debris removal and disposal actions in order to save lives and protect property. PBCENG will coordinate with and support SWA in the permanent removal, storage, grinding, and disposal of all disaster-related debris from public property. Private property debris must be placed on or immediately adjacent to the public rights-of-way to be eligible for pickup and disposal.

PURPOSE

To provide organizational structure, guidance, and standardized procedures for the clearance, removal and disposal of debris caused by a major debris-generating event.

To establish the most efficient and cost effective methods to resolve disaster debris removal and disposal issues.

To expedite debris removal and disposal efforts that provide visible signs of recovery designed to mitigate the threat to the health, safety and welfare of PBC residents.

To coordinate partnering relationships through communications and pre-planning with local, State and Federal agencies involved with debris management responsibilities.

To implement and coordinate private sector Debris Removal and Disposal contracts to maximize cleanup efficiencies.

SITUATION AND ASSUMPTIONS

Situation

Natural disasters such as hurricanes, tornadoes, and flooding precipitate a variety of debris that include, but are not limited to, such things as trees and other vegetative organic matter, building/construction material, appliances, personal property, mud, and sediment.

The quantity and type of debris generated from any particular disaster will be a function of the location and kind of event experienced, as well as its magnitude, duration, and intensity. This plan is based on the debris-generating capacity of a Category 4 Hurricane with wind speeds in excess of 131 miles per hour and heavy rainfall. A Category 4 Hurricane will cause extensive damage to large trees and shrubs in addition to substantial structural damage to homes and commercial property. Mobile homes will be destroyed. Storm surge will push sea levels 13-18 feet above normal resulting in flooding.
of areas less than 10 feet above sea level 6 miles inland. The quantity and type of debris generated, its location, and the size of the area over which it is dispersed will have a direct impact on the type of removal and disposal methods utilized to address the debris problem, associated costs incurred, and how quickly the problem can be addressed.

Assumptions
A major natural disaster that requires the removal of debris from public or private lands and waters could occur at any time.

The amount of debris resulting from a major natural disaster will exceed the SWA’s removal, recycling and disposal capabilities.

The SWA will contract for additional resources to assist in the debris removal, reduction, recycling and disposal process.

The Governor will declare a State of Emergency that will authorize State resources to assist in removal recycling and disposal of debris.

The Governor will request a Presidential Disaster Declaration if the disaster exceeds both local and State resources.

Basis for Planning
Palm Beach County was struck by Hurricane Irene in 1999 (1 million cubic yards of debris), Frances and Jeanne in 2004 (5 million cubic yards), Wilma in 2005 (5 million cubic yards), and Irma in 2017 (3 million cubic yards). This direct experience with debris management and the FEMA reimbursement process underpins the format and principles in this plan. The SWA holds an annual meeting with the municipalities in the County prior to hurricane season, to review the debris plans for the County and any changes to FEMA policies concerning debris management and reimbursement.

In addition, the SWA has developed and uses a GIS-based version of the Army Corps of Engineers debris management model to predict debris volumes. It was used in 2004 and 2005, generating debris estimates within 48 hours of landfall that were correct to within 5% of the actual volumes generated. The model operates as a web-based application, and uses the County Property Appraisers database to provide detailed counts of single family homes, multi-family homes and mobile homes for input to the Corps debris model.

The demonstrated accuracy of the debris model and its ease of use make it a valuable planning tool for evaluating any possible scenario for storm impacts and debris generation within Palm Beach County.

CONCEPT OF OPERATIONS
Pre-Event Actions
Debris Management Contractors will be selected prior to an event by the SWA, using the competitive selection processes outlined in the SWA Purchasing Manual. Contracts for both debris management services and administrative assistance in managing debris management activities are executed. It is the policy of SWA to enter into multiple contracts with debris management companies, to assure that adequate resources are available. The selection process is a Request for Proposals. Criteria include documented past experience with storms generating in excess of one million cubic yards of debris. Price is also a consideration, although the SWA reserves the right to adjust pricing after an event has occurred.

Copies of RFP documents are included in Enclosure 5.

The County Emergency Management Director will notify County Departments and Agencies upon notice of a Category 1 or above hurricane or other situation that could generate large volumes of debris. Personnel
assigned to the Debris Management Center (DMC) staff will establish presence at the Authority Administrative Office located at 7501 North Jog Road, West Palm Beach, FL 33412 and await specific instructions from the County Debris Manager (Figures 1 and 2). The DMC staff should be knowledgeable of their specific responsibilities identified in the Palm Beach County Comprehensive Emergency Management Plan, standing operating procedures and this Plan.

Post-Event Actions
The County Engineer of PBCENG will be designated the County Debris Manager. The Solid Waste Authority Executive Director will be responsible for establishing and staffing the Debris Management Center. The SWA Emergency Management Coordinator will exercise daily operational control of the DMC staff.

The DMC staff will coordinate the actions necessary to remove and dispose of debris in unincorporated areas of Palm Beach County using both Authority and contractor assets. Specific actions will include the following:
- Make recommendations on Authority and contractor work assignments and priorities based on the pre-designated debris zones
- Report on progress and prepare status briefings.
- Provide input to the County Public Information Officer (PIO) on debris removal and disposal activities.
- Coordinate county debris removal and disposal operations with those of the participating municipalities, State, and Federal responders. Assure coordination with agencies providing reimbursement for debris collection on Federal and State Roads.

Palm Beach County Debris Manager
The County Engineer of PBCENG will be designated as the Palm Beach County Debris Manager.

The PBC Debris Manager will be responsible for, but not limited to, the following with respect to any and all debris management issues:
- Keep the PBC Commissioners briefed on the status of the debris clearing, removal, recycling and disposal operations.
- Assure that PBC is represented at all meetings with other government and private agencies involved with the debris cleanup operation.

The county has been divided into Debris Management Zones (See Enclosure 1) to facilitate and coordinate the rapid and economic clearing and eventual removal and disposal of disaster-generated debris.

The PBC Debris Manager will assign a PBCENG Debris Coordinator to the Emergency Operations Center (EOC) with the responsibility for coordinating all debris clearance and cleanup actions involving PBCENG Road and Bridge Division personnel and equipment, SWA, and PBC Parks and Recreation (P&R) Department personnel and equipment. (See Figure 1) Actions will focus on keeping track of progress of the initial debris clearance from public roadways and critical facilities. The PBCENG Debris Coordinator will keep the SWA EOC Representative and other department debris coordinators informed of cleanup progress and any problems encountered or expected.

The PBC Debris Manager will be supported by a joint debris staff made up of personnel from the Solid Waste Authority staff and representatives from other supporting departments and agencies under direct control of the Executive Director of the Solid Waste Authority. (See Figure 2) The Debris
Management Center (DMC) that will be located at the Solid Waste Authority Administration Building located at 7501 North Jog Road, West Palm Beach, FL 33412.

**Solid Waste Authority Executive Director**

The Executive Director of the Solid Waste Authority will be responsible for, but not limited to, the following with respect to any and all debris management issues:

- Keep the PBC Debris Manager briefed on the status of debris removal and disposal operations.
- Provide a DMC representative at all meetings with other government and private agencies involved with the debris cleanup operation.
- Appoint a SWA Emergency Management Coordinator (EMC) responsible for daily operational control of the DMC.
- Appoint a Public Information Officer (PIO) to coordinate media reports on debris operations with the EOC’s PIO.
- Coordinate with affected cities within PBC on all debris clearance, removal and recycling and disposal issues through EOC conference calls.
- Convene emergency debris coordinating meetings at the DMC as appropriate.
- Ensure that the DMC is provided all needed administrative staff support.

**Palm Beach County Director of Parks and Recreation**

The Director of PBC P&R will provide a representative to the EOC to coordinate all P&R debris missions. The P&R Debris Coordinator will be responsible for coordinating all P&R debris cleanup actions involving P&R and contractor personnel and equipment. Actions will focus on supporting PBCENG with debris removal from PBC parks and recreational facilities. The P&R Debris Coordinator will keep track of progress of park debris cleanup operations. The P&R Debris Coordinator will also keep other department debris coordinators informed of cleanup progress and any problems encountered or expected.
Figure 2. Debris Management Center
Organization Chart

Solid Waste Authority
Debris Management Center

Dan Pellowitz
Executive Director

Mark Eyeington
Emergency Management Coordinator

SWA EOC Representative
Willie Puz
Beth Wininger

GIS Support Svcs.
Josephine Rudd

Debris Monitoring Consultant
Thompson Consulting Services

Debris Contract Administrative Team
Mark Eyeington - Team Manager
Saundra Brady - Contracting Specialist
John Archambo - Field Inspectors
Consultant Representative (Monitoring)
Contractor Representatives (Removal & Disposal)

Debris Removal & Disposal Contractors
Gulf 4. Ceres Env. Svcs. 5. DRC Emerg.

Public Information Officer
Willie Puz

Reimbursement Coordinators
Steve Parris
Christina Richards

Environmental Programs
Mary Beth Morrison
Karen Kantor

SWA Collections/CIS
John Archambo

Land Management Services
Nate Mayer

Hazardous Waste Services
Robert J. Madden

Purchasing Services
Saundra Brady

Transfer Stations
Steve Fitzsimmons
Debris Management Center Staff Responsibilities

SWA Emergency Management Coordinator

The SWA Emergency Management Coordinator (EMC) is responsible for daily operational control of the DMC staff. The SWA EMC will receive current information on the severity of the disaster from the SWA EOC Representative located at the PBC EOC. All requests for debris removal or disposal from the EOC staff will go through the SWA EOC Representative to the SWA EMC. Requests for debris clearing from public facilities and roadways will be directed to the PBCENG Debris Coordinator.

The SWA EMC will estimate the extent of damage and resulting debris, using the SWA GIS-based debris model and issue appropriate directives to the appropriate SWA Emergency Management Team (EMT) leaders. The EMT leaders, in turn, will execute their Team’s debris missions as defined in this plan and SWA Standard Operating Procedures.

The SWA EMC will coordinate with the SWA Collections Director, Debris Management Consultant and Debris Contractors on Debris Removal and Disposal Contract activities.

The SWA EMC will keep the PBC Debris Manager informed on all ongoing debris management operations through meetings and/or reports.

SWA EOC Representative

The SWA EOC Representative is located at the PBC EOC and is responsible for coordinating all requests for debris removal activities initiated by the EOC staff involving SWA’s debris removal and disposal mission.

Debris Monitoring Consultant

The Debris Monitoring Consultant will implement a unified system of truck bed volume measurement, placards and auditing of truck volumes through random checking throughout the debris collection, recycling and disposal process.

The Debris Monitoring Consultant will conduct a pre and post event environmental assessment of each temporary debris storage site.

The Debris Monitoring Consultant will keep the SWA EMC informed of Debris Removal and Disposal Contractor cleanup progress and problems encountered at any of the debris sites.

The Debris Monitoring Consultant will train and supervise the activities of the debris field monitors, debris site monitors as well as the assignment of load tickets by field monitors and collection of load tickets from the county debris sites.

SWA Debris Contract Administrative Team (DCAT)

A team comprised of SWA staff, appointed by the Emergency Management Coordinator, which is responsible for the day-to-day management and administration of the cleanup activities and the attendant contracts. The DCAT and the Debris Management Consultant oversee and monitor the performance of the Debris Removal and Disposal Contractors.

Risk Management

The SWA Risk Manager (Risk) will be responsible for compiling all damage reports for SWA facilities using FEMA’s Project Worksheet forms and coordinate the submission of these forms with the SWA Reimbursement Coordinator and EMC. Risk will also coordinate with the DCAT, as required, to assure that debris management
contractors establish and maintain insurance coverage as required by the contract.

Risk Management will be responsible for monitoring compliance with Health and Safety Strategy procedures and practices identified in Enclosure 4. Risk Management will also monitor compliance with the SWA Safety Manual for any SWA employees engaged in debris management activities. Risk Management will monitor compliance of contractors with the Health and Safety Strategy, their specific Health and Safety plans and applicable Federal, State and Local Health and Safety regulatory requirements.

Public Information Officer

The SWA Public Information Officer (PIO) will serve as the DMC’s liaison to the EOC’s PIO. The PIO will develop a proactive information management plan. Emphasis will be placed on actions that the public can perform to expedite the cleanup process. Flyers, newspapers, radio and TV public service announcements should be used to obtain the public’s cooperation by separating garbage from storm debris; segregating household hazardous waste; placing disaster debris at the curb side; keeping debris piles away from fire hydrants and valves; reporting locations of illegal dump sites or incidents of illegal dumping, and segregating recyclable materials. Pickup schedules will be disseminated in the local news media and the SWA Emergency Information Hotline 561-640-4000.

Reimbursement Coordinator

The SWA Reimbursement Coordinator will provide for the collection and compilation of all labor, equipment hours, materials/supplies and expenditures related to disaster response and recovery, and assure coordinated submittals for reimbursement. This task also includes assuring coordination of Federal and State financial assistance, through available reimbursement programs. The Reimbursement Coordinator will also manage the receipt and submission of all Debris Contractor payables via load tickets (electronic and/or paper) and load ticket data base information, as well as any labor and equipment hours eligible for reimbursement.

The Reimbursement Coordinator is the custodian responsible for storage and retention of records and documents related to reimbursement. This includes retaining records to comply with project closeout requirements and subsequent audits and reviews. Records will be retained for the time periods specified in Florida Statutes or until after the final review by reimbursing agencies, whichever is longer.

Environmental Programs

SWA Environmental Programs will assist with the coordination with federal, state, and local environmental regulatory agencies, the DCAT and the debris management contractors. Environmental Programs, in conjunction with the SWA-EMC, will provide the FDEP Southeast District office with an annual informational listing of PBC DDMSs as per FDEP document: Guidance for Establishment, Operation, and Closure of Disaster Debris Management Sites (DDMS) dated May 4, 2018, or any successor document replacing it, allowing for FDEP approval of PBC DDMSs. Environmental Programs shall also assist with compliance monitoring for all DDMSs based on applicable regulations or Emergency Orders issued by the Florida Department of Environmental Protection and any burn authorizations issued by the Division of Forestry or Health Department in the event any burning of debris is conducted.

Customer Information Services

SWA Customer Information Services (CIS) shall be responsible for the coordination with franchise waste haulers to reestablish
garbage collection in the unincorporated areas of the county and in cities through contact and municipal public works departments. CIS will provide a communication link between the general public, waste haulers and the DCAT. CIS will coordinate their activities with Emergency Management Coordinator in matters regarding storm debris collection, transportation, and disposal. CIS will provide support in the monitoring of Debris Contractors, load inspections at DMs and other off-site areas and the preparation of Load Sheets at Debris Management sites, choke points, or other public right-of-ways in impacted areas.

**Purchasing Services**

Purchasing Services shall be responsible for competitively procuring and contracting the necessary goods and services to carry out the tasks charged to the SWA in this Debris Management Plan. The main contracts would be with debris management firms and debris removal and disposal contractors. Additional emergency goods and services can be obtained through regional and national governmental purchasing cooperatives and the General Services Administration contracts. The Purchasing Services representative is the Contracting Specialist on the SWA DCAT.

In addition, Purchasing Services is responsible for assuring that contracts for debris management and consultant services include provisions necessary to comply with applicable Florida Statutes, including records retention to comply with Florida Statutes 119 and 257, either in the original contract, or an addendum to existing contracts, as appropriate.

**Hazardous Waste Services**

SWA Home Chemical and Recycling Center Facility personnel (Hazwaste) shall be responsible for the coordination of inspections, notifications, and if necessary, cleanup or mitigation of any hazardous waste releases at SWA facilities. Hazwaste will resume operation of household hazardous waste collection centers as soon as conditions allow. In coordination with the Debris Management Consultant and the DCAT, Hazwaste will identify household hazardous waste (HHW) drop-off locations within Debris Zones as needed. Hazwaste will monitor these HHW drop-off points for compliance with appropriate regulations and provide for the timely removal and disposal of any and all hazardous waste brought to these sites. At the request of the DCAT, Hazwaste will coordinate the removal any household hazardous waste left at any of the Debris Management sites located through the county.

**Land Management Services**

SWA Land Management Services (Land Management) shall be responsible for storm debris cleanup at SWA facilities. Land Management will provide a status report to the DCAT on the availability of disposal capacity and the types and quantities of storm debris being delivered to the SWA Jog Road landfill facilities for processing or storage.

**Debris Management GIS Support**

(Authority Engineering)

SWA Geographical Information System (GIS) department is tasked with assisting debris management activities by maintaining GIS estimating tool, mapping and as necessary, GIS support to assist in debris planning, and removal activities as needed by the Authority.

**Transfer Stations**

The SWA Transfer Stations shall be responsible for accepting and transferring garbage from municipalities and the unincorporated areas of Palm Beach County to the SWA Jog Road WTE Plants, landfill or other disposal facilities as necessary. All
non-garbage storm debris will be directed to a selected temporary Debris Management site for storage, processing or shipment to an SWA designated landfill for disposal. Transfer Stations shall communicate with the EMC to identify and resolve any capacity, transportation, debris contractor or waste handling situations that arise at any of the Transfer Stations.

Debris Management Phases

Phase I: Debris Clearance Operations

PBCENG Department is the lead agency responsible for coordinating impact assessment for all PBC public structures, equipment, and debris clearance immediately following a large scale disaster in order to prioritize the impacted areas and resource needs. Debris clearance from PBC roadways and PBC public property will be accomplished using PBCENG crews and equipment, mutual aid providers, and private contractor resources.

PBCENG Road and Bridge Division’s primary mission is to clear debris from at least one lane on all primary and secondary roads to expedite the movement of emergency service vehicles such as fire, police and medical responders. A listing of critical facilities is maintained by PBC.

PBCENG’s Damage Assessment Teams will conduct initial zone by zone windshield surveys to identify the type of debris and to estimate amounts of debris on the roadways. The results of the windshield surveys will also be provided to the SWA EOC Representative located at the EOC.

Priority for debris clearance will be based upon the following criteria:
1. Extricate people
2. Major flood drainage arteries
3. Egress for fire, police, and Emergency Operations Center
4. Communications tower at Forest Hill Boulevard
5. Ingress to hospitals, jail, and special care unit
6. Major traffic routes
7. Egress for Belvedere Road complex for fleet, traffic, road and bridge, and designated remote locations
8. Supply distribution points and mutual aid assembly areas
9. Government facilities
10. Public Safety communications towers
11. American Red Cross shelters
12. Secondary roads to neighbor collection points
13. Access for utility restoration
14. Neighborhood streets
15. Private property adversely effecting public welfare.

During the debris clearance and removal process, PBCENG will be responsible to ensure that power lines do not pose a hazard to emergency work crews and to coordinate the response effort with Florida Power and Light and other utility companies as appropriate.

Phase II: Debris Removal, Recycling and Disposal - Unincorporated

The general concept of debris removal operations includes multiple, scheduled passes of each critical site, location, or rights-of-way as directed by the DMC staff. This manner of scheduling debris removal allows residents to return to their properties and bring debris to the edge of the rights-of-way as property restoration progresses.

PBC has been divided into 5 (5) Debris Zones to control and expedite debris-removal and disposal operations (See Enclosure 1) The quantity of potential debris generated by a Category 4 Hurricane for each Debris Zone is shown in Tables 1 and 2.
The SWA uses a Debris Prediction Model based on the Army Corps of Engineer’s Debris Model to calculate the approximate amount of storm debris that will be generated as a result of a category 1 hurricane or above.

Debris removal from private property will be addressed in two components. The first component is the collection of debris placed at the curb, on private roads and within gated communities, at the location where solid waste collection services are provided in non-emergency conditions.

Palm Beach County is the entity responsible for determining if removal of debris from these locations is in the Public Interest. The County, through the Executive Policy Group or the Board of County Commissioners, will determine if the removal of debris is in the Public Interest, based on damage assessments, estimates of debris volume, and other available data. The County will then direct the SWA to collect the debris from private roads and within gated communities in the unincorporated area of the County.

Once the Public Interest determination has been made by the County, the SWA will submit a written request to the Federal Coordinating Officer (FCO) to seek reimbursement for collection of debris on private roads and within gated communities.

Right-of-Entry agreements will be secured where required. The Right-of-Entry agreement is included in Enclosure 3. In addition, Palm Beach County Ordinance 2006 - 017 and Solid Waste Authority Resolution 2006-03 specifically address the collection of debris in the event of a disaster, and establishes the right of the SWA to collect that debris from the same locations it collects solid waste in non-disaster circumstances. It provides that reimbursing agencies will be held harmless for this activity. Together these documents will establish the legal basis for the collection of debris on private roads and within gated communities. Copies of the ordinance and resolution are attached to the Plan.

The second component of private property debris removal addresses any debris from private property, other than the procedures outlined above for private roads and within gated communities, the procedures in the section of this document titled “Hazardous Structures – Removal” will be followed. Coordination with the reimbursing agencies will be managed on a case-by-case basis.

Phase II:
Debris Removal, Recycling and Disposal – Municipal*

Each municipality is responsible for coordinating the permanent removal, storage, recycling and disposal of all debris deposited along or immediately adjacent to public rights-of-way in the municipality.

The SWA has entered into Interlocal Agreements with municipalities in Palm Beach County to allow for a cooperative effort in the management of disaster debris and securing reimbursement for eligible debris management costs from appropriate Federal, State and Local agencies. The SWA has printed pre numbered load tickets and numbered truck placards, available to the municipalities to use at SWA Debris Management Sites. Municipalities using SWA debris sites must have any trucks used for delivery certified and placarded by the SWA Debris Monitoring Consultant prior to delivery of any debris. Each load of debris brought to the debris site must be accompanied by a valid and properly completed SWA issued load ticket.

* Includes special district or other eligible applicants
Debris Zone Estimates

Table 1

<table>
<thead>
<tr>
<th>Debris Zones</th>
<th>Single Family</th>
<th>Condo Units</th>
<th>Mobile Homes</th>
<th>Estimated Debris (Cubic Yards)</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>126,790</td>
<td>101,652</td>
<td>2,534</td>
<td>8,102,584</td>
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<tr>
<td>2</td>
<td>88,425</td>
<td>52,391</td>
<td>56</td>
<td>5,282,854</td>
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<td>3</td>
<td>60,904</td>
<td>29,075</td>
<td>2,580</td>
<td>3,660,870</td>
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<tr>
<td>4</td>
<td>83,667</td>
<td>84,354</td>
<td>872</td>
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<td>5</td>
<td>3,889</td>
<td>5,362</td>
<td>386</td>
<td>298,806</td>
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<td>Total</td>
<td>363,675</td>
<td>272,834</td>
<td>6,428</td>
<td>22,914,266</td>
</tr>
</tbody>
</table>

Note: Estimated debris based on 50% of single family homes, condo units, and mobile homes. Estimated debris totals include all municipalities within each debris zone generated by a category 4 hurricane.
## Municipal Debris Estimates

### Table 2

<table>
<thead>
<tr>
<th>MUNICIPALITY</th>
<th>SINGLE FAMILY</th>
<th>CONDO</th>
<th>MOBILE HOME</th>
<th>ESTIMATED DEBRIS (Cubic Yards)</th>
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<tbody>
<tr>
<td>Atlantis</td>
<td>979</td>
<td>239</td>
<td>0</td>
<td>53,270</td>
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<td>Belle Glade</td>
<td>1,934</td>
<td>2,813</td>
<td>299</td>
<td>155,999</td>
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<td>22,806</td>
<td>16,639</td>
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<td>1,409,343</td>
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<tr>
<td>Boynton Beach</td>
<td>18,106</td>
<td>16,916</td>
<td>0</td>
<td>1,175,267</td>
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<td>Briny Breezes</td>
<td>0</td>
<td>0</td>
<td>485</td>
<td>24,590</td>
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<td>Cloud Lake</td>
<td>42</td>
<td>15</td>
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<td>Delray Beach</td>
<td>15,086</td>
<td>14,762</td>
<td>132</td>
<td>996,083</td>
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<td>Glen Ridge</td>
<td>74</td>
<td>5</td>
<td>0</td>
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<td>Golf</td>
<td>153</td>
<td>0</td>
<td>0</td>
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</tr>
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<td>Greenacres</td>
<td>8,642</td>
<td>7,324</td>
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<td>549,598</td>
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<tr>
<td>Gulf Stream</td>
<td>322</td>
<td>318</td>
<td>0</td>
<td>21,746</td>
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<td>Haverhill</td>
<td>563</td>
<td>79</td>
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<td>Hypoluxo</td>
<td>629</td>
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<td>Jupiter</td>
<td>19,037</td>
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<td>Jupiter Inlet Colony</td>
<td>229</td>
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<td>0</td>
<td>11,626</td>
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<td>Lake Clark Shores</td>
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<td>Lake Park</td>
<td>1,393</td>
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<td>Lake Worth</td>
<td>7,416</td>
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<td>Lantana</td>
<td>2,460</td>
<td>2,568</td>
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<tr>
<td>Loxahatchee Groves</td>
<td>809</td>
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<tr>
<td>Mangonia Park</td>
<td>198</td>
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<td>Manalapan</td>
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<td>North Palm Beach</td>
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<td>Ocean Ridge</td>
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<td>Pahokee</td>
<td>988</td>
<td>535</td>
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<td>Palm Beach</td>
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<td>6,431</td>
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<td>214,071</td>
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<tr>
<td>Palm Beach Gardens</td>
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<tr>
<td>Palm Beach Shores</td>
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<td>4,850</td>
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<td>Riviera Beach</td>
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<td>South Bay</td>
<td>578</td>
<td>588</td>
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<td>Tequesta</td>
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<td>Wellington</td>
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<td>23,971</td>
<td>30,545</td>
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<td><strong>Total</strong></td>
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<td><strong>169,217</strong></td>
<td><strong>1,724</strong></td>
<td><strong>12,736,397</strong></td>
</tr>
</tbody>
</table>

Note: Debris estimates based on 50% of single family, condos and mobile homes impacted based upon a category 4 hurricane.
Phase II operations involve the removal, recycling and disposal of curbside debris by the Municipalities, PBCENG, SWA, P&R, and contractor crews. Contractor operations will require the Municipalities, through Interlocal Agreements, PBCENG, and SWA to provide Field Monitoring Teams as well as Load Site and Debris Site Monitors to oversee contractor operations.

**SWA Debris Removal and Disposal Contractors**

The SWA EMC and staff will coordinate debris removal, recycling, and disposal operations for all unincorporated portions of PBC from the DMC.

SWA Debris Removal and Disposal Contractors will collect and haul mixed debris from their assigned Debris Zones through monitored choke points to SWA designated Debris Management sites or to designated private landfill sites. Clean vegetative debris will be hauled to the nearest SWA designated vegetative Debris Management site for processing. (See Enclosure 3)

Should human remains be discovered during the collection of storm debris, the debris collection sub-contractor will immediately notify the loading site monitor who will call the PBSO at 561-688-3000, the SWA Collections Director and the SWA EMC.

Municipality contractors will focus on the removal of mixed debris from within their assigned municipal boundaries and haul it to a municipal designated Debris Management site or to an approved SWA Debris Management site. Clean woody debris will be hauled to the nearest municipal Debris Management site or approved SWA vegetative Debris Management site. (See Enclosure 2)

PBC P&R Department will provide support to PBCENG with specialized equipment and operators as required. P&R will collect debris from parks and recreation facilities within their assigned Debris Zones based on priorities established by the overall PBC Emergency Management Plan. Mixed debris will be hauled to SWA designated Debris Management sites or to designated private landfill sites. Clean vegetative debris will be hauled to the nearest SWA designated vegetative Debris Management site for processing (See Enclosure 2).

All vehicles hauling debris to SWA debris sites will be certified and placarded by the SWA Debris Monitoring Consultant, and obtain a load ticket for each load of debris deposited at a private landfill or DMS.

The contractors scale ticket/load tickets will be turned into their supervisor at the end of each day. The supervisor will forward the scale tickets daily to the SWA EMC. The scale tickets/load tickets will be the verification documentation for private landfill invoices, contractor payment, and FEMA documentation for reimbursement.

SWA franchise contractors will collect garbage according to current procedures, routes, and removal schedules.

SWA Hazardous Waste Services or Debris Contractor will identify household hazardous waste (HHW) drop-off locations according to Debris Zones. Municipality, SWA, and PBCENG contractors will be encouraged to separate HHW at the curb and not haul it to a Debris Management site. Residents will be encouraged to separate and transport HHW to pre-identified drop-off points.

SWA Hazardous Waste Services will coordinate the collection of eligible industrial or commercial hazardous waste resulting from the disaster.

Florida Power and Light and other utility crews will handle all utility related debris such as, power transformers, utility poles, cable, and other utility company material.
The SWA EMC or his/her authorized representative will be in contact with the firm(s) holding pre-event Debris Removal and Disposal Contract(s) and advise them of impending conditions. The pre-event multi-year, competitively awarded pre-positioned contracts are designed to have a qualified Contractor(s) remove and lawfully dispose of all natural disaster-generated debris, excepting household, industrial or commercial hazardous waste. Debris removal will be limited to unincorporated PBC streets, roads, and other public rights-of-way based on the extent of the disaster. Debris removal will be limited to disaster related material placed at or immediately adjacent to the edge of the rights-of-way by residents within designated Debris Zones.

The Contractor, upon Notice to Proceed, will mobilize such personnel and equipment as necessary to conduct all debris removal and disposal operations as were previously detailed in the Contractor’s General Operations Plan as required by the Debris Removal and Disposal Contract. All contractor operations will be subject to review by the SWA EMC.

The Contractor will make multiple, scheduled passes of each site, location, or area impacted by the disaster according to assigned Debris Zones. This manner of debris removal will allow residents to return to their properties and bring all debris to the edge of the rights-of-way adjacent to their property. The number and schedule of passes shall be as directed by the SWA EMC. Sufficient time shall be scheduled between subsequent passes to accommodate reasonable recovery by residents. Schedules will be provided to the PIO for publication and notification by the news media and the SWA Emergency Information Hotline (561-640-4000).

The intent of this debris management plan is to pursue recycling of disaster debris as the first option for final disposition of all material.

Limitations on recycling may arise due to limits on outlets to accept and/or process debris, or cost limitations if recycling options exceed the cost of disposal, to the extent that recycling becomes cost-prohibitive.

SWA recognizes the economy of disaster debris disposal through the use of local vegetative Debris Management sites designated for volume reduction of clean vegetative debris. The SWA has pre-designated vegetative Debris Management sites for the sole purpose of temporarily storing and reducing clean vegetative debris through grinding. The Contractor will operate the Debris Management sites made available by the SWA. The Contractor will be responsible for all site setup, site operations, rodent control, closeout and remediation costs. The Contractor is also responsible for the lawful recycling or disposal of all debris reduction by-products as his/her operations may generate at a Debris Management site. A listing of all Designated SWA Debris Management sites will be provided to the Contractor at the onset of debris management operations.

FDEP will be informed of the locations for any material delivered to an existing permitted disposal facility. FDEP does not require a separate approval to dispose of disaster debris at existing permitted disposal facilities. FDEP will also be informed in the event of deliveries to permitted or registered recycling facilities.

Final disposition of any materials being recycled or delivered to a final site other than an existing, FDEP permitted disposal facility will be coordinated with FDEP approval. For example, land application of processed vegetative debris will be accomplished consistent with FDEP Policy Memoranda regarding the land application of Yard Trash (FDEP Memo #SWM-01.11), or any succeeding document performing a like function. Land application sites will be identified and documented for subsequent
inspection and documentation by FDEP and FEMA.

Separate Debris Management sites will be established for mixed debris if necessary. These sites will be centrally located to handle construction and demolition (C&D) material. These C&D Debris Management sites will be used to expedite the removal of mixed and C&D material from rights-of-way within the unincorporated portions of PBC. Municipalities will be allowed to use these sites upon approval of the SWA EMC.

A valid pre numbered (supplied by the SWA) load ticket must accompany all material delivered to a SWA C&D Debris Management sites by SWA contractors. All material deposited at C&D Debris Management sites will eventually be taken to FDEP permitted landfills for final disposal.

The SWA EMC may direct contractors to bypass C&D TDS sites and approve the hauling of mixed C&D debris directly to a properly permitted C&D recycling facility or landfill for disposal, if recycling is not feasible.

The SWA will not utilize in-county landfill space for the disposal of non-recyclable storm debris. The SWA has contracted with Waste Management of Florida, Inc. (WMI) to dispose of non-recyclable storm debris in the WMI Okeechobee Landfill in Okeechobee County and/or WMI Central Disposal Landfill in Broward County, Florida.

The SWA Collections Director will assist the SWA EMC by monitoring the Contractor’s performance for debris removal and disposal operations in each Debris Zone. The Field Monitoring Teams will monitor all Contractor operations.

SWA Risk Management will regularly monitor both debris removal and Debris Management site activities to assure that the Health and Safety Strategy is being implemented by the Debris Removal and Disposal Contractors as well as the Debris Management Consultant.

The Contractor will keep the DCAT staff informed of cleanup progress and any problems encountered or expected at daily/weekly DCAT meetings.

Residents will be encouraged to segregate HHW at curbside. However, small amounts of HHW may be mixed in with material deposited at the Debris Management sites. Therefore, the Contractor must be prepared to place any HHW in a separate enclosed and lined area for temporary storage. The Contractor will report any accumulation of HHW at the Debris Management sites to the DCAT staff. The DCAT staff will notify the SWA’s Hazardous Waste Services who will coordinate for removal and disposal.

The Contractor will restore the Debris Management sites as close to the original condition as is practical so that it does not impair future land uses. All sites are to be restored to the satisfaction of the site owner with the intent of maintaining the utility of each site.

**Loading Site Monitors**

Loading Site Monitors will be provided by the SWA, the Debris Monitoring Consultant or SWA DCAT, if activated. The Loading Site Inspectors will be assigned to each Contractor loading site within designated Debris Zones. The Loading Site Monitor will initiate the load tickets that verify that the debris being picked up is eligible under the terms of the contract.

**Debris Site Monitors**

Debris Site Monitors will be provided by either the SWA or from other PBC sources and from the DCAT, if activated. The Debris Site Monitors will be stationed at all Debris
Management sites and landfill disposal site for the purpose of verifying the quantity of material being hauled by the Disaster Debris Removal and Disposal Contractor through the use of load tickets.

The Contractor shall construct and maintain Inspection Towers at each Debris Management site and landfill disposal site. The inspection towers will also be provided with portable sanitary facilities. The Contractor will construct the inspection towers with a floor elevation that affords the Disposal Site Monitor a complete view of the load bed of each piece of equipment being utilized to haul debris.

A Disposal Site Monitor will be located at each inspection station to verify the load and estimate the volume in cubic yards. The Disposal Site Monitors will estimate the cubic yards of debris in each truck entering the Contractor’s selected Debris Management sites or landfill disposal sites and will record the estimated quantity on pre-numbered debris load tickets. The Contractor will only be paid based on the number of cubic yards of material deposited at the disposal site as recorded on the debris load tickets. The SWA will provide pre-numbered load tickets to all users of SWA Debris Sites.

Load Ticket Disposition

Paper Tickets

The Load Ticket will be a 4-part form. The following is the disposition of each ticket part:

Part 1 – (White) Load Site Monitor
(SWA or Municipality)

Part 2 – (Green) Disposal Site Monitor
(SWA)

Part 3 – (Pink) Prime Contractor

Part 4 – (Gold) Subcontractor/Driver

The Load Site Monitor will retain Part 1 (White) and the Disposal Site Monitor will retain Part 2 (Green). Part 1 and Part 2 will be turned in daily to the DCAT manager.

The Contractor will be paid based on the number of cubic yards of eligible debris hauled per truckload. Part 3 (Pink) will be given to the Prime Contractor and Part 4 (Gold) to the truck driver. Payment for hauling debris will only be approved upon presentation of Part 3 (Pink) with the Contractor’s invoice.

Electronic Tickets

Subject to FEMA concurrence and approval, SWA may elect to utilize an electronic load ticket system in lieu of paper load tickets. In the event that electronic tickets are used by SWA, Municipalities and other Interlocal Agreement partners utilizing SWA debris sites may continue use paper load tickets. If any Municipality or Interlocal Agreement partner also wishes to use the same electronic load ticket system being used by SWA, they may do so. Only one system for electronic load tickets will be used at SWA sites.
| Ticket Number: | 000001 |
| Prime Contractor: |          |
| Sub-Contractor: |          |
| Date: |          |
| Driver's Name: |          |
| Truck License Number: |          |
| Measured Bed Capacity (cu. yds.): |          |
| Debris Pickup Site Location: |          |
| Debris Type: (check one) |          |
| Vegetation | C&D | Mixed | Other |
| Departure Time: |          |
| Distance to Debris Disposal Site |          |
| Loading Site Monitor: |          |
| Print Name | Signature | Debris Disposal Site Location: |          |
| Arrival Time: |          |
| Estimated Debris Quantity (cuyds) |          |
| Disposal Site Monitor: |          |
| Print Name | Signature | White – Load Site | Green – SWA | Pink – Prime Contractor |
| Gold – Subcontractor/Driver |          |
| Notes: |          |
Debris deposited at a Debris Management Site by a municipality or the County will be charged the established disposal rate and will be billed by the SWA. Part 4 will be the municipality’s record copy of material deposited at the SWA Debris Management Site. Municipalities will be responsible for claiming reimbursement.

**Field Inspection Team**

The DCAT, SWA and contracted monitors will provide Field Inspection Team personnel responsible for monitoring all Contractor debris removal and disposal operations. The Field Inspection Teams will periodically inspect each Debris Management site to ensure that operations are being followed as specified in the Debris Removal and Disposal Contract with respect to local, State and Federal regulations, the Debris Management site Baseline Checklist and the Health and Safety Strategy. Each Field Inspection Team will submit a daily written report to the DCAT manager outlining their observations with respect to the following:

- Is the Contractor using the site properly with respect to layout and environmental considerations?
- Has the Contractor established lined temporary storage areas for ash, household hazardous wastes and other materials that can contaminate soils and groundwater?
- Has the contractor taken the necessary actions to implement the Health and Safety Strategy?
- Has the Contractor established environmental controls in equipment staging areas, fueling and equipment repair areas to prevent and mitigate spills of petroleum products and hydraulic fluids?
- Are plastic liners in place under stationary equipment such as generators and mobile lighting plants?
- Has the Contractor established appropriate rodent control measures?
- Are burn sites constructed and operating according to Enclosure 3?
- Has the Contractor establish procedure to mitigate:
  - **Smoke** – Are the incineration pits constructed properly and being operated according to the contract statement of work?
  - **Dust** – Are water trucks employed to keep the dust down?
  - **Noise** – Have berms or other noise abatement procedures been employed?
  - **Traffic** – Does the Debris Management sites site have a suitable layout for ingress and egress to help traffic flow?

Field Inspection reports will also include observations at loading sites and the locations of any illegal dumping sites.

**Debris Management Site Setup and Closeout Procedures**

The Contractor will be responsible for preparing and closing out a Debris Management site according to specification in the Debris Removal and Disposal Contract and guidance contained in Enclosure 3.

**Hazardous Structures - Removal**

Dangerous structures should be the responsibility of the owner to demolish in order to protect the health and safety of adjacent residents. However, experience has shown that unsafe structures will remain because of the lack of insurance or absentee landlords. Care must be exercised to ensure that the PBC Building Inspection Department properly identifies structures.

The SWA EMC will coordinate with the PBC Building Inspection Department regarding:

- Demolition of private structures.
- Removing debris from private property.
- Local law and/or code enforcement agencies.
• Historic and archaeological sites.
• Qualified environmental Contractors to remove hazardous waste such as asbestos and lead-based paint.
• Abandoned vehicles.
• Receipt of Right of Entry Agreements with landowners. (See Enclosure 3)

ORGANIZATION AND RESPONSIBILITIES

PBC Engineering and Public Works Department

The County Engineer of PBC Engineering and Public Works will be designated as the Palm Beach County Debris Manager.

The PBC Debris Manager will be responsible for, but not limited to, the following with respect to any and all debris management issues:

• Keep the Palm Beach County Commissioners briefed on the status of the debris removal and disposal operation.
• Assure that PBC is represented at all meetings with other government and private agencies involved with the debris cleanup operation.

The CEMP is based upon the concept that the emergency functions for various functional areas of PBCENG involved in emergency management and operations will generally parallel day-to-day functions. Therefore, it is essential for PBCENG to be prepared to carry out disaster response and short-term actions that are assigned by the PBCENG Debris Coordinator located at the EOC. (See Figure 1)

PBCENG will assign a PBCENG Debris Coordinator to the EOC using established procedures. All information pertaining to debris clearing (Phase I) will be forwarded through the PBCENG Debris Coordinator. The PBCENG Debris Coordinator will represent the PBCENG County Engineer at all DMC meetings.

The purpose of the PBCENG Debris Coordinator is to coordinate and direct the use of PBCENG debris clearing and cleanup personnel and equipment according to existing standard operating procedures. SWA and P&R will supplement PBCENG with personnel and equipment to assist in the Phase I debris clearance operations as required.

PBCENG Debris Coordinator will focus on assigning crews to clear debris according to established priorities in specific Debris Zones. Personnel and equipment from SWA, P&R, and local contractors will supplement PBCENG forces. Phase I debris clearance operations will be executed by PBCENG crews. Crews and equipment may be relocated to other locations based on the type of disaster.

Supporting elements from either SWA or P&R will report to the designated PBCENG locations as directed by the PBCENG Debris Coordinator.

PBCENG will provide GIS/CADD support to the DMC staff as required.

If necessary, PBCENG will identify up to 20 staff members for Debris Management Site Monitoring and forward to SWA.

SWA of Palm Beach County

The Solid Waste Authority Executive Director will be required to support PBCENG debris operations by staffing a Debris Management Center (DMC) following a major natural debris-generating event. (See Figure 2)

The SWA Executive Director will appoint a SWA Emergency Management Coordinator (EMC) who will be responsible for daily operational control of the DMC.
The SWA Executive Director will assign a SWA EOC Representative to the PBC EOC using established procedures. All information pertaining to debris clearing, removal, reduction, recycling or disposal will be forwarded from the EOC staff through the SWA EOC Representative directly to the SWA EMC.

The SWA EMC will exercise operational control over outside agencies assigned to the DMC with respect to debris clearing, removal, recycling and disposal operations in coordination with the PBCENG Debris Coordinator.

This staff constitutes the operating element of the DMC and will be located at the SWA Administration Building, 7501 North Jog Road, West Palm Beach, FL. The SWA is responsible for providing communications and logistic support to the DMC staff.

The SWA Executive Director will be responsible for, but not limited to, the following with respect to all debris management issues:

- Keep the PBC Debris Manager and EOC staff briefed on the status of the debris cleanup operation.
- Represent the SWA in all meetings with other government and private agencies involved with the debris cleanup operation.
- Call any needed emergency debris coordinating meetings.
- Ensure that the DMC is provided all required staff support.
- Coordinate with Airports on debris removal priorities as needed.

Key SWA staff members will be assigned to the DMC staff for the sole purpose of coordinating and directing the use of SWA personnel and equipment according to existing standard operating procedures.

SWA will supplement PBCENG with contractors to assist in the Phase I debris clearance operations as required.

SWA will provide CADD support to the DMC staff.

The SWA will coordinate all non-emergency solid waste management activities through the existing SWA organizational structure.

PBC Parks & Recreation Department

The PBC P&R Department will play a supporting role to both SWA and PBCENG by providing specialized equipment and personnel to assist in Phase I and Phase II debris cleanup operations.

PBC P&R will assign a P&R Debris Coordinator to work at the EOC for the sole purpose of coordinating requests for P&R personnel and equipment. Actions will focus on supporting PBCENG and SWA with specialized equipment and debris removal from PBC parks and recreational facilities. The P&R Debris Coordinator will keep the SWA EOC Representative and other department coordinators informed of cleanup progress and any problems encountered or expected.

Debris Contract Administrative Team

The Debris Contract Administrative Team (DCAT) provides a contractor monitoring component under the SWA’s Debris Management Plan. The SWA will activate this team for training and in advance of a potential debris-generating event.

Pre-Storm Administrative Actions.

A Debris Management Consultant will conduct an annual Debris Management Workshop with the Contractors and other DMC staff to review the Debris Management
Plan procedures and to ensure that the DCAT operation works smoothly. Items of discussion will include:

- Contractor responsibility
- Mobilization sites
- Logistical support
- Pre-storm mobilization
- Procedures for call-up of Contractor personnel and equipment
- Haul routing
- Contractor vehicle identification, registration and placards
- Debris hauling load ticket administration
- Mobilization and operation of the Debris Management sites
- Contractor payment request submission, review, and verification
- Special procedures for HHW
- Debris Management site opening, operation and closure requirements

**Pre-Storm Activation Actions.**

The SWA, should the situation dictate, will activate the DCAT. The DCAT will function as part of the DMC located at SWA Administration Building, 7501 North Jog Road, West Palm Beach, FL.

**Post-Storm Actions.**

The SWA Emergency Coordinator will provide overall supervision of the DCAT. A DCAT liaison officer will locate at the PBC EOC and will work directly with the SWA EOC Representative if required.

The DCAT staff will recommend assignment of disaster Debris Removal and Disposal Contractors based on PBC’s Debris Zones (See Enclosure 1) according to information received from the SWA EOC Representative located at the EOC and directions from the SWA EMC.

The DCAT staff will administer and provide oversight of the disaster Debris Removal and Disposal Contractor’s efforts. Specific actions will include the following:

- Planning, Debris Management sites inspection, quality control and other contract administration functions.
- Receive and review all SWA Disposal Site Monitors’ verified debris load tickets.
- Make recommendations on SWA, PBCENG and Contractor work assignments and priorities based on the Debris Zones.
- Report on progress and prepare status briefings.
- Provide input to the PIO on debris removal and disposal activities.
- Ensure that debris clearance, removal, recycling and disposal operations are in keeping with the Hurricane Clean Up Emergency Guidelines. (See Enclosure 3)

The DCAT will coordinate through the SWA Contract Specialist (Purchasing Services) all required procurement and contracting tasks.

The DCAT will have a qualified hazardous materials specialist available with extensive experience in post-disaster cleanup of HHW and facilities with lead-based paint and/or asbestos if required.

The DCAT will supervise Field Inspection Teams made up of DCAT and SWA personnel to observe contractor activities. The Field Inspection Teams will act as the “eyes and ears” for the DCAT to ensure that safety requirements stated in the contracts are closely monitored.

The DCAT will also provide training for the Load Site Monitors and Disposal Site Monitors to ensure that accurate load quantities are being properly recorded on pre-printed load tickets. *The intent is to utilize SWA and County Staff as the initial trained cadre of monitors. If the cleanup period extends for a long period of time, the intent is to hire temporary employees to replace SWA...*
and County Staff, and to allow them to return to their regular duties.

The DCAT Contract Specialist will maintain daily contact with appropriate counterparts in the SWA DCAT and with the Debris Management Contractor to ensure timely and effective provision of goods and services, Task Orders, Task Order log, along with any and all contractual changes. The DCAT staff will assist the DMC staff with respect to reconciling Contractor load tickets against load tickets submitted by the SWA’s Disposal Site Monitors. The results will be submitted to the EMC within seven days of receipt.

PBC DEPARTMENT AND AGENCY RESPONSIBILITIES

PBC Information Systems Services
- Provide GIS/CADD backup support on a priority as needed basis.

PBC Engineering and Public Works Department, Geoprocessing Section
- Provide GIS/CADD support on a priority as needed basis.

PBC Engineering and Public Works Department
- Identify 20 staff members for Debris Management Site monitoring duties and provide list of names to SWA.
- Coordinate with SWA for Debris Management Site monitoring training.

PBC Engineering and Public Works Department, Road and Bridge Division
- Provide PBCENG Debris Coordinator to the PBC EOC.
- Provide a prioritized listing of critical facilities and routes that PBCENG will concentrate their debris clearing (Phase I) operations. (See Enclosure 2)
- Provide locations of PBCENG equipment staging sites.

PBC Department of Airports
- Provide space for a possible C&D Debris Management site on a parcel of land near the Palm Beach International Airport. Burning will not take place on this site.
- Coordinate with SWA on debris removal priorities from airport facilities.

PBC Fire-Rescue Department
- Respond to fire at Debris Management sites.
- Respond to request to investigate and handle hazardous materials incidents.
- Approve Debris Management burn sites in accordance with appropriate state and local requirements to ensure safe burning.
- Issue bans on open burning based upon assessment of local conditions countywide and ensures information dissemination.
- Supervise burn sites in accordance with all appropriate state and local requirements to ensure safe burning, subject to amendments by the Health Department and/or Fire Marshal.

PBC Public Safety Department
- Assist in monitoring illegal dumping activities.
- Assist in monitoring Debris Management sites to ensure compliance with local and state safety regulations.

PBC Sheriff’s Department
- Assist in monitoring illegal dumping activities.
- Coordinate traffic control at all loading sites and at entrances to and from Debris Management sites.
PBC Florida Department of Health
- Assists in monitoring Debris Management sites operations and closeout activities.
- Assistance as necessary on all environmental and health issues.
- Regulate the burning at debris management/collection sites.

PBC Parks and Recreation Department
- Assist in Debris Management site investigations.
- Provide digital map files of all identified P&R Debris Management sites.
- Coordinate with SWA for the removal, storage, burning, and disposal of debris at debris collection/management sites at county parks.
- Coordinate with SWA for the removal of debris from county parks and recreational facilities.

PBC Code Enforcement Department
- Coordinate with SWA to provide Debris Loading Site monitors
- Coordinate with SWA for Debris Loading Site Monitor Training.

PBC Planning, Zoning, and Building Department
- Coordinate with PBCENG and SWA on debris collection and reporting procedures following a large scale disaster.

PBC Facilities Development and Operations Department
- Coordinate debris removal requirements on public facilities with SWA.

PBC Water Utilities Department
- Coordinate debris removal requirement on Water Utilities facilities with SWA.

ADMINISTRATION AND LOGISTICS

All Palm Beach County departments and agencies will document personnel, equipment, load tickets, and material resources used to comply with this plan. Documentation will be used to support reimbursement from any Federal assistance that may be requested or required.

All PBC departments and agencies supporting debris operations will ensure 24-hour staffing capability during implementation of this plan, if the emergency or disaster requires.

PBCENG is responsible for the annual review of this Debris Management Plan in conjunction with the SWA and P&R. It will be the responsibility of each tasked department and agency to update its respective portion of the plan and ensure any limitations and shortfalls are identified and documented, and work-around procedures developed, if necessary.

REFERENCE

PBC Comprehensive Emergency Management Plan (CEMP).

ENCLOSURES

Enclosure 1: Debris Zone Index and DDMS Sites Map
Enclosure 2: Disaster Debris Management Sites Listing
Enclosure 3: Palm Beach County Debris Clearing, Removal, and Disposal Guidelines
Enclosure 4: Health and Safety Strategy
Enclosure 5: Copies of RFPs and Addendums for Debris Removal/Disposal Contractors and Debris Management Consulting Services
Enclosure 6: SWA Resolution 2006-03 and Palm Beach County Ordinance 2006-017
Enclosure 7: Previous Revisions by year for Debris Management Plan
PALM BEACH COUNTY

DEBRIS ZONE INDEX
AND
DISASTER DEBRIS MANAGEMENT SITES
MAP

Enclosure 1
PALM BEACH COUNTY

LISTING OF DISASTER DEBRIS MANAGEMENT SITES

(available each storm season)

Enclosure 2
<table>
<thead>
<tr>
<th>Site Name and Address</th>
<th>WACS ID</th>
<th>Veg</th>
<th>C/D</th>
</tr>
</thead>
<tbody>
<tr>
<td>South County Regional Park (Burt Aaronson) – Northeast and North of Ponderosa Drive, Boca Raton, 33498</td>
<td>98329</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Cholee Park South (Okeeheelee Park South) – East of FL Turnpike, South of Forest Hill Blvd., West Palm Beach, 33413</td>
<td>100020</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Wallis Road – Haverhill to Wallis Road, East on Wallis (East of FL Turnpike and West of airport off Military Trail), West Palm Beach, 33413</td>
<td>98356</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Dyer Park – Dyer Blvd &amp; Haverhill Road, West Palm Beach, 33412</td>
<td>65681</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>PB Downs (West Delray Regional Park) - West Atlantic at SR 7, Delray Beach, 33446</td>
<td>98331</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>SWA Site 7 – 45th Street &amp; FL Turnpike (East of North Jog Road), West Palm Beach, 33412</td>
<td>65551</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Cross State Landfill – East of Pike Road, West Palm Beach, 33411</td>
<td>66213</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Old Belle Glade Transfer Station – West end of West Canal Street South, Belle Glade, 33430</td>
<td>98326</td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Central County Transfer Station – I-95 and Lantana Road – High Ridge Road south of Lantana, Lantana, 33462</td>
<td>65564</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Biosolids Processing Facility – 45th Street and North Jog Road (SWA Pelletizer Facility Debris Staging Area)</td>
<td>98323</td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

Note: After a disaster, SWA will delegate which temporary DDMS will be activated. Notification of waste types that will be accepted is made at time of site activation. This list does not include privately owned DDMS.
PALM BEACH COUNTY

DEBRIS CLEARING, REMOVAL, AND DISPOSAL GUIDELINES
Contents

Right of Entry Agreement..................................................................................................

Debris Management Site Setup and Closeout Guidelines.............................................

Temporary Construction and Demolition Staging / Transfer Site Guidelines............... 

Temporary Vegetative Debris Management Site Guidelines....................................... 

Environmental Checklist for Air Curtain Pit Burners.................................................. 

Land Application of Wood Ash from Storm Debris Burn Sites Guidelines....................

Reducing the Potential for Spontaneous Combustion in Compost or Mulch Piles 
Guidelines......................................................................................................................
Right of Entry Agreement

I/We ________________________________________________________, the owner(s) of the property commonly identified as __________________________________________________, (street) ______________________________________, __________________________, State of_______ (city/town) _______________________ (county) do hereby grant and give freely and without coercion, the right of access and entry to said property in the County/City of __________________________________________, its agencies, contractors, and subcontractors thereof, for the purpose of removing and clearing any or all storm-generated debris of whatever nature from the above described property.

It is fully understood that this permit is not an obligation to perform debris clearance. The undersigned agrees and warrants to hold harmless the City/County of ____________________, State of _________________, its agencies, contractors, and subcontractors, for damage of any type, whatsoever, either to the above described property or persons situated thereon and hereby release, discharge, and waive any action, either legal or equitable that might arise out of any activities on the above described property. The property owner(s) will mark any storm damaged sewer lines, water lines, and other utility lines located on the described property.

I/We (have_____, have not_____) (will_____, will not_____) received any compensation for debris removal from any other source including SBA, ASCS, private insurance, individual and family grant program or any other public assistance program. I will report for this property any insurance settlements to me or my family for debris removal that has been performed at government expense. For the considerations and purposes set forth herein, I set my hand this ______day of_____, 19__.  

______________________                                               ______________________________
Witness                  Owner

______________________________
Owner

________________________________________
Telephone Number and Address
Debris Management Site Setup

The topography and soil/substrate conditions should be evaluated to determine best site layout. When planning site preparation, think of ways to make restoration easier. For example, if the local soils are very thin, the topsoil can be scraped to bedrock and stockpiled in perimeter berms. Upon site closeout, the uncontaminated soil can be spread to preserve the integrity of the tillable soils.

The following site baseline data checklist should be used to evaluate a site before a contractor begins operations and used during and after to ensure that site conditions are properly documented.

Debris Management Site Baseline Data Checklist

**Before Activities Begin**

- Take ground or aerial photographs and/or video.
- Note important features, such as structures, fences, culverts, and landscaping.
- Take random soil samples.
- Take random groundwater samples.
- Take water samples from existing wells.
- Check the site for volatile organic compounds.
- Check for FDEP Site Approval with SWA Environmental Programs

**After Activities Begin**

- Establish groundwater-monitoring wells.
- Take groundwater samples.
- Take spot soil samples at household hazardous waste, ash, and fuel storage areas.
Progressive Updates

- Update videos/photographs.
- Update maps.sketches of site layout.
- Update quality assurance reports, fuel spill reports, etc.

Debris Management Site Operations

Lined temporary storage areas should be established for ash, household hazardous waste, fuels, and other materials that may contaminate soils and groundwater. Plastic liners should be placed under stationary equipment such as generators and mobile lighting plants. These actions should be included as a requirement in the contract scope of work. If the site is also an equipment storage area, fueling and equipment repair should be monitored to prevent and mitigate spills of petroleum products and hydraulic fluids.

Be aware of and lessen the effects of operations that might irritate occupants of neighboring areas. Establishment of a buffer zone can abate concerns over smoke, dust, noise, and traffic.

Consider on-site traffic patterns and segregate materials based on planned volume reduction methods.

Operations that modify the landscape, such as substrate compaction and over excavation of soils when loading debris for final disposal, will adversely affect landscape restoration.

Debris removal/disposal should be viewed as a multi-staged operation with continuous volume reduction. There should be no significant accumulation of debris at temporary storage sites. Instead, debris should be constantly flowing to burners and grinders, or recycled with the residue and mixed construction and demolition materials going to a landfill.

Debris Management Site Closeout Inspection

Each Debris Management sites will eventually be emptied of all material and be restored to its previous condition and use. The Contractor is required to remove and dispose of all mixed debris, construction and demolition debris, and debris residue to approved landfills or SWA permitted C&D/yard trash recycling facilities. Appropriate PBC inspectors will monitor all closeout activities to ensure that the Contractor complies with the Debris Removal and Disposal Contract. Additional measures may be necessary to meet local, State, and Federal environmental requirements because of the nature of the Debris Management sites operation.

Debris Management Site Closeout Planning

The Contractor must assure the SWA that all Debris Management sites are properly remediated. There will be significant costs associated with this operation as well as close scrutiny by the local press and environmental groups. Site remediation will go smoothly if baseline data collection and site operation procedures are followed.
Debris Management Site Closeout Steps

1. Contractor responsible for removing all debris from the site.
2. Contractor conducts an environmental assessment with SWA and landowner.
3. Contractor develops a restoration plan.
4. Restoration plan reviewed by SWA, landowner, and appropriate environmental agency.
5. Restoration plan approved by the appropriate environmental agency.
6. Contractor executes the plan.
7. Contractor obtains acceptance from SWA, appropriate environmental agency, and the landowner.
8. SWA-EMC notifies FDEP SED of Site Closeout.

Debris Management Site Remediation (as appropriate)

During the debris removal process and after the material has been removed from each of the Debris Management sites, environmental monitoring may be needed to close each of the sites. This is to ensure that no long-term environmental contamination is left on the site. The monitoring should be done on three different media: ash, soil, and groundwater.

- **Ash.** The monitoring of the ash should consist of chemical testing to determine the suitability of the material for either agricultural use or as a landfill cover material.

- **Soil.** Monitoring of the soils should be by portable inspection methods to determine if any of the soils are contaminated by volatile hydrocarbons. The Contractors may do this if it is determined that hazardous material, such as oil or diesel fuel was spilled on the site. This phase of the monitoring should be done after the stockpiles are removed from the site.

- **Ground Water.** The monitoring of the groundwater should be done to determine the probable effects of rainfall leaching through either the ash areas or the stockpile areas.

Debris Management Site Closeout Coordination

The Contractor will coordinate the following closeout requirements through the DCAT staff:

- Coordinate with local and State officials responsible for construction, real estate, contracting, project management, and legal counsel regarding requirements and support for implementation of a site remediation plan.

- Establish an independent testing and monitoring program. The Contractor is responsible for environmental restoration of both public and leased sites. The Contractor will also remove all debris from sites for final disposal at landfills prior to closure.

- Reference appropriate and applicable environmental regulations.

- Prioritize site closures.

- Schedule closeout activities.

- Determine separate protocols for ash, soil and water testing.

- Develop decision criteria for certifying satisfactory closure based on limited baseline information.

- Develop administrative procedures and contractual arrangements for closure phase.

- Inform local and State environmental agencies regarding acceptability of program and established requirements.

- Designate approving authority to review and evaluate Contractor closure activities and progress.
• Retain staff during closure phase to develop site-specific remediation for sites, as needed, based on information obtained from the closure checklist shown below.

Debris Management Site Closure Checklist

☐ Site number and location.
☐ Date closure complete.
☐ Household hazardous waste removed.
☐ Contractor equipment and temporary structures removed
☐ Contractor petroleum spills remediated.
☐ Ash piles removed.
☐ Comparison of baseline information to conditions after the contractor has vacated the temporary site.
☐ Appendices.
  • Closure documents.
  • Contracting status reports.
  • Contract.
  • Testing results.
  • Correspondence.
  • Narrative responses.

Site Closeout
Once a site is no longer needed, it should be closed in accordance with the following guidelines.

Closeout is not considered complete until the following occurs:

Material Removal
1. All processed and unprocessed vegetative material and inert debris shall be removed to a properly approved solid waste management site.
2. Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils. The Clean Air Act prohibits the release of refrigerants into the atmosphere, and requires that certified technicians extract refrigerants from white goods before they are disposed of or recycled. The Contractor should follow all Federal, State, and local requirements concerning ozone-depleting refrigerants, mercury, or oils. Documentation of proper disposal should be provided by the Contractor, as it may be required for Public Assistance grant consideration.
3. Tires must be disposed of at a scrap tire collection/processing facility; white goods and other metal scrap should be separated for recycling.
4. Burn residues shall be removed to a properly approved solid waste management site or land applied in accordance with these guidelines.
5. All other materials, unrecoverable metals, insulation, wall board, plastics, roofing material, painted wood, and other material from demolished buildings that is not inert debris (see #1 above) as well as inert debris that is mixed with such materials shall be removed to a properly permitted C & D recycling facility, C & D landfill, or municipal solid waste landfill.
Temporary Construction and Demolition Staging / Transfer Site Guidelines

General

The following guidelines should be considered when establishing staging/transfer sites for Construction & Demolition (C&D) and C&D recycling treatment and processing facilities.

These guidelines apply only to sites for staging/transferring C&D storm debris (roof shingles/roofing materials, carpet, insulation, wallboard, treated and painted lumber, etc.). Arrangements should be made to screen out unsuitable materials, such as household garbage, white goods, asbestos containing materials (ACM's), and household hazardous waste.

Selecting Temporary Staging / Transferring Sites

Locating sites for staging/transferring C&D waste can be accomplished by evaluating potential sites and by revisit sites used in the past to see if site conditions have changed or if the surrounding areas have changed significantly to alter the use of the site. The following guidelines are presented in locating a site for "staging/transferring" and are considered "minimum standards" for selecting a site for use:

1. Sites should be located outside of identifiable or known floodplain and flood prone areas; consult the Flood Insurance Rate Map for the location in your county to verify these areas. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected.

2. Unloading areas for incoming C&D debris material should be at a minimum 200 feet from a natural or artificial body of water.

3. Storage areas for incoming C&D debris shall be at least 100 feet from the site property boundaries, on-site buildings, structures, and septic tanks with leach fields or at least 250 feet from off-site residential dwellings, commercial or public structures; and at least 500 feet from potable water supply wells.

4. Materials separated from incoming C&D debris (white goods, scrap metal, etc.) shall be at least 50 feet from site property lines. Other non-transferable C&D wastes, household garbage, larger containers of liquid, household hazardous waste shall be placed in containers and transported to the appropriate facilities as soon as possible.

5. Sites that have identified wetlands should be avoided, if possible. If wetlands exist or wetland features appear at a potential site, verification by the local Corps of Engineers office will be necessary to delineate areas of concern. Once areas are delineated, the areas shall be flagged and a 100-foot buffer shall be maintained for all activities on-going at the site.

6. Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks/trailers used to haul debris, and underground utilities need to be identified.
due to the potential for site disturbance by truck/equipment traffic and possible site grading.

7. Sites shall have an attendant(s) during operating hours to minimize the acceptance of unapproved materials and to provide directions to haulers and private citizens bringing in debris.

8. Sites should be secure after operating hours to prevent unauthorized access to the site. Temporary measures to limit access to the site could be the use of trucks or equipment to block entry. Gates, cables, or swing pipes should be installed as soon as possible for permanent access control, if a site is to be used longer than two weeks.

9. When possible, signs should be installed to inform haulers and the general public on types of waste accepted, hours of operation, and who to contact in case of after-hours emergency.

10. Final written approval is required to consider any debris management site to be closed. All disaster debris must be removed by the expiration date of the Emergency Final Order unless otherwise approved by FDEP. Closeout of processing/recycling sites shall be within one (1) year of receiving waste. If site operations will be necessary beyond this time frame, permitting of the site by the State may be required. If conditions at the site become injurious to public health and the environment, then the site shall be closed until conditions are corrected or permanently closed. Closeout of sites shall be in accordance with the Florida Department of Environmental Protection’s closeout and restoration of temporary debris management sites guidelines.

C&D Treatment & Processing/Recycling Sites

Management of C&D debris and source separated materials to be recycled shall be in accordance with the following additional conditions:

1. Contact the PBC Health Department for information on managing asbestos containing materials (ACM's) or materials that are considered regulated asbestos containing materials.

2. Sites should be located outside of identifiable or known floodplain and flood prone areas; consult the Flood Insurance Rate Map for the location in your county to verify these areas. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected.

3. Storage areas for incoming C&D debris should be at a minimum 200 feet from a natural or artificial body of water.

4. Storage areas for incoming C&D debris shall be located at least 100 feet from property boundaries and on-site buildings/structures.

5. Sites that have identified wetlands should be avoided, if possible. If wetlands exist or wetland features appear at a potential site verification by the local Corps of Engineers office or will be necessary to delineate areas of concern. Once areas are delineated, the areas shall be flagged and a 100-foot buffer shall be maintained for all activities on-going at the site.
6. Storage areas for incoming C&D debris shall be at least 100 feet from the site property boundaries, on-site buildings, structures, and septic tanks with leach fields or at least 250 feet from off-site residential dwellings, commercial or public structures; and at least 500 feet from potable water supply wells.

7. Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks / trailers used to haul debris and the intense heat generated by the ACB device. Underground utilities need to be identified prior to digging pits for using the ACB device.

8. Provisions should be made to prevent unauthorized access to facilities when not open for use. As a temporary measure, access can be secured by blocking drives or entrances with trucks or other equipment when the facilities are closed. Gates, cables, or other more standard types of access control should be installed as soon as possible.

9. When possible, post signs with operating hours and information about what types of clean up waste may be accepted. Also include information as to whether only commercial haulers or the general public may deposit waste.

10. Final written approval is required to consider any debris management site to be closed. All disaster debris must be removed by the expiration date of the Emergency Final Order unless otherwise approved by FDEP. If site operations will be necessary beyond this time frame, permitting of the site by the State may be required. If conditions at the site become injurious to public health and the environment, then the site shall be closed until conditions are corrected or permanently closed.
Temporary Vegetative Debris Management Site Guidelines

General
When preparing temporary facilities for handling debris resulting from the clean-up efforts due to hurricane damage, the following guidelines should be considered when establishing Temporary Debris Management sites.

These guidelines apply only to sites for staging or burning vegetative storm debris (yard waste, trees, limbs, stumps, branches, and untreated or unpainted wood). Arrangements should be made to screen out unsuitable materials.

The two methods of managing vegetative and land clearing storm debris is "chipping/grinding" for use in landscape mulch, compost preparation, and industrial boiler fuel or using an "air curtain burner (ACB)", with the resulting ash being land applied as a liming agent or incorporated into a finished compost product as needed.

Chipping and Grinding Sites
Locating sites for chipping/grinding of vegetative and land clearing debris will require a detailed evaluation of potential sites and possible revisits at future dates to see if site conditions have changed or if the surrounding areas have changed significantly to alter the use of the site.

The following guidelines are presented in locating a site for "chipping/grinding" and are considered "minimum standards" for selecting a site for use:

1. Sites should be located outside of identifiable or known floodplain and flood prone areas; consult the Flood Insurance Rate Map for the location in your county to verify these areas. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected.

2. Storage areas for incoming vegetative debris and processed material should be at a minimum 50 feet from all natural or artificial bodies of water.

3. Storage areas for incoming debris and processed material shall be at least 100 feet from the site property boundaries and on-site buildings/structures. Management of processed material shall be in accordance with the guidelines for reducing the potential for spontaneous combustion in compost/mulch piles.

4. Storage areas for incoming debris shall be located at least 100 feet from residential dwellings, commercial or public structures, potable water supply wells, and septic tanks with leach fields.

5. Sites that have identified wetlands should be avoided, if possible. If wetlands exist or wetland features appear at a potential site, verification by the local Corps of Engineers office will be necessary to delineate areas of concern. Once areas are delineated, the areas shall be flagged and a 100-foot buffer shall be maintained for all activities on-going at the site.
6. Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks/trailers used to haul debris, and underground utilities need to be identified due to the potential for site disturbance by truck/equipment traffic and possible site grading.

7. Sites shall have an attendant(s) during operating hours to minimize the acceptance of unapproved materials and to provide directions to haulers and private citizens bringing in debris.

8. Sites should be secure after operating hours to prevent unauthorized access to the site. Temporary measures to limit access to the site could be the use of trucks or equipment to block entry. Gates, cables, or swing pipes should be installed as soon as possible for permanent access control, if a site is to be used longer than two weeks. Sites should have adequate access that prohibits traffic from backing onto public rights-of-way or blocking primary and/or secondary roads to the site.

9. When possible, signs should be installed to inform haulers and the general public on types of waste accepted, hours of operation, and who to contact in case of an after-hours emergency.

10. Grinding of clean wood waste such as pallets and segregated non-painted/non-treated dimensional lumber is allowed.

11. Final written approval is required to consider any debris management site to be closed. All disaster debris must be removed by the expiration date of the Emergency Final Order unless otherwise approved by FDEP. If site operations will be necessary beyond this time frame, permitting of the site may be required. If conditions at the site become injurious to public health and the environment, then the site shall be closed until conditions are corrected or permanently closed. Closeout of sites shall be in accordance with the closeout and restoration guidelines for temporary debris management sites. Mulch produced from processing vegetative debris may be left on site if prior approval is obtained from FDEP.

**Air Curtain Burner Site Location and Operations**

Locating sites that are intended for air curtain incinerator burning (ACI) operations is a coordinated effort between the Solid Waste Authority and PBC Department of Health and Environmental Control staff for evaluating the surrounding areas and to reevaluate potential sites used in the past.

The following guidelines are presented for selecting an ACI site and operational requirements once a site is in use:

1. Contact the local fire marshal or fire department for input into site selection in order to minimize the potential for fire hazards, other potential problems related to firefighting that could be presented by the location of the site, and to ensure that adequate fire protection resources area available in the event of an emergency.

2. The requirements for ACI device(s), in accordance with Air Quality rules require the following buffers: a minimum of 500 feet from the ACB device to homes, dwellings and other structures
and 250 feet from roadways. Contact the PBC Department of Health and Environmental Control for updates or changes to their requirements.

3. Sites should be located outside of identifiable or known floodplain and flood prone areas; consult the Flood Insurance Rate Map for the location in your county to verify these areas. Due to heavy rains associated with hurricanes and saturated conditions that result, flooding may occur more frequently than normally expected. If ACI pit devices are utilized, a minimum two-foot separation to the seasonal high water table is recommended. A larger buffer to the seasonal high water table may be necessary due to on-site soil conditions and topography.

4. Storage areas for incoming debris should be at a minimum 100 feet from all surface waters of the state. "Waters of the state" includes but is not limited to small creeks, streams, watercourses, ditches that maintain seasonal groundwater levels, ponds, wetlands, etc.

5. Storage areas for incoming debris shall be located at least 100 feet from property boundaries; 50 feet from combustible structures; and 300 feet from occupied on-site buildings/structures.

6. Air Curtain Incinerators in use should be located at least 200 feet from on-site storage areas for incoming debris, on-site dwellings and other structures, potable water supply wells, and septic tanks and leaching fields.

7. Wood ash stored on-site shall be located at least 200 feet from storage areas for incoming debris, processed mulch or tub grinders (if a grinding site and ACI site is located on the same property). Wood ash shall be wetted prior to removal from the ACI device or earth pit and placed in storage. If the wood ash is to be stored prior to removal from the site, then rewetting may be necessary to minimize airborne emissions.

8. Wood ash to be land applied on site or off site shall be managed in accordance with the guidelines for the land application of wood ash from storm debris burn sites. The ash shall be incorporated into the soil by the end of the operational day or sooner if the wood ash becomes dry and airborne. Ash residue may also be disposed in a permitted disposal facility.

9. Sites that have identified wetlands should be avoided, if possible. If wetlands exist or wetland features appear at a potential site, verification by the local Corps of Engineers office will be necessary to delineate areas of concern. Once areas are delineated, the areas shall be flagged, and a 100-foot buffer shall be maintained for all activities on-going at the site.

10. Sites bisected by overhead power transmission lines need careful consideration due to large dump body trucks/trailers used to haul debris and the intense heat generated by the ACI device. Underground utilities need to be identified prior to digging pits for using the ACI device.

11. Provisions should be made to prevent unauthorized access to facilities when not open for use. As a temporary measure, access can be secured by blocking drives or entrances with trucks or other equipment when the facilities are closed. Gates, cables, or other more standard types of access control should be installed as soon as possible.
12. When possible, post signs with operating hours and information about what types of clean up waste may be accepted. Also include information as to whether only commercial haulers or the general public may deposit waste.

13. All disaster debris must be removed by the expiration date of the Emergency Final Order unless otherwise approved by FDEP. If site operations will be necessary beyond this time frame, permitting of the site may be required. If conditions at the site become injurious to public health and the environment, then the site shall be closed until conditions are corrected or permanently closed.
Overview of an Air Curtain Operation

A power source, either electric motor or diesel power unit, drives a fan which in turn creates an air curtain by forcing air through a plenum and nozzle. This high velocity air travels across the top of the pit which a fire has been started.

The air curtain traps smoke and small particles and recirculates them to enhance combustion and reduce smoke. The very large volume of air accelerates combustion and provides for high pit temperatures between 1800 degrees F and 2200 degrees F.

The pit provides a safe combustion chamber which helps prevent heat loss.

Air Curtain Pit Burner

A power source, either electric motor or diesel power unit, drives a fan which in turn creates an air curtain by forcing air through a plenum and nozzle. This high velocity air travels across the top of the pit which a fire has been started.

The air curtain traps smoke and small particles and recirculates them to enhance combustion and reduce smoke. The very large volume of air accelerates combustion and provides for high pit temperatures between 1800 degrees F and 2200 degrees F.

The pit provides a safe combustion chamber which helps prevent heat loss.
Incineration site inspections will also include an assessment of the environmental controls being used by the Contractor. Environmental controls are essential for all incineration methods, and the following will be monitored.

- A setback of at least 1,000 feet should be maintained between the debris piles and the incineration area. Keep at least 1,000 feet between the incineration area and the nearest building. Contractor should use fencing and warning signs to keep the public away from the incineration area.
- The fire should be extinguished approximately two hours before anticipated removal of the ash mound. The ash mound should be removed when it reaches 2 feet below the lip of the incineration pit.
- The incineration area should be placed in an aboveground or below ground pit that is no wider than 8 feet and between 9 and 14 feet deep.
- Above ground incineration pits should be constructed with limestone and reinforced with earth anchors or wire mesh to support the weight of the loaders. There should be a 1-foot impervious layer of clay or limestone on the bottom of the pit to seal the ash from the aquifer.
- The ends of the pits should be sealed with dirt or ash to a height of 4 feet.
- A 12-inch dirt seal should be placed on the lip of the incineration pit area to seal the blower nozzle. The nozzle should be 3 to 6 inches from the end of the pit.
- There should be 1-foot high, unburnable warning stops along the edge of the pit’s length to prevent the loader from damaging the lip of the incineration pit.
- Hazardous or contaminated ignitable material should not be placed in the pit. This is to prevent contained explosions.
- The airflow should hit the wall of the pit about 2 feet below the top edge of the pit, and the debris should not break the path of the airflow except during dumping.
- The pit should be no longer than the length of the blower system and the pit should be loaded uniformly along its length.
Land Application of Wood Ash from Storm Debris Burn Sites Guidelines

1. Whenever possible, soil test data and waste analysis of the ash should be available to determine appropriate application rate.

2. In the absence of test data to indicate agronomic rates, application should be limited to 2 to 4 tons per acre/one-time event. If additional applications are necessary, due to the volume of ash generated and time frame in which the ash is generated, then an ash management plan will be needed.

3. Ash should be land applied in a similar manner as agricultural limestone.

4. Ash should not be land applied during periods of high wind to avoid the ash blowing off the application sites.

5. Ash should not be land applied within 25 feet of surface waters or within 5 feet of drainage ways or ditches on sites that are stabilized with vegetation. These distances should be doubled on sites that are not vegetated and the ash should be promptly incorporated into the soil.

6. Records should be maintained to indicate where ash is applied and the approximate quantities of ash applied.

7. As an option to land application, ash may be managed at a permitted municipal solid waste landfill after cooled to prevent possible fire.

8. Assistance in obtaining soil test data and waste analysis of ash should be available through county offices of the Extension Service.
Reducing the Potential for Spontaneous Combustion in Compost or Mulch Piles
Guidelines

1. When ground organic debris is put into piles, microorganisms can very quickly begin to decompose the organic materials. The microorganisms generate heat and volatile gases as a result of the decomposition process. Temperatures in these piles can easily rise to more than 160 degrees Fahrenheit. Spontaneous combustion can occur in these situations.

2. Spontaneous combustion is more likely to occur in larger piles of debris because of a greater possibility of volatile gases building up in the piles and being ignited by the high temperatures. If wind rows can be maintained 5 feet to 6 feet high and 8 feet to 10 feet wide, volatile gases have a better chance of escaping the piles; and the possibility of spontaneous combustion will be reduced.

3. Turning piles when temperatures reach 160 degrees can also reduce the potential for spontaneous combustion. Pile turning provides an opportunity for gases to escape and for the contents of the pile to cool. Adding moisture during turning will increase cooling. Controlling the amount of nitrogen-bearing (green) wastes in piles will also help to reduce the risk of fire. The less nitrogen in the piles the slower the decomposition process and consequently the less heat generated and gases released.

4. Large piles should be kept away from wooded areas and structures and should be accessible to firefighting equipment, if a fire were to occur. Efforts should be made to avoid driving or operating heavy equipment on large piles because the compaction will increase the amount of heat build-up, which could increase the possibility of spontaneous combustion.
HEALTH AND SAFETY STRATEGY
PURPOSE
The purpose of this Health and Safety Strategy is to supplement existing Safety Plans of the Solid Waste Authority of Palm Beach County with specific regard to debris removal activities. These are recommended baseline safety provisions. Ultimately, worker health and safety is the responsibility of the contracted parties involved in debris removal activities. This document describes some of the general steps necessary to provide a safe work environment for monitoring firm and debris removal contractors' employees. In addition, this document will identify some representative work hazards and the appropriate measures to reduce risk of injury.

Dissemination of Information
The project managers of monitoring firm and debris removal contractors' identified in Figure 2 of the Debris Management Plan will be provided with this document and will be expected to disseminate the information and guidelines to their respective personnel. A copy of the document should be available for consultation. In addition, elements of the document should be reviewed periodically during the project to increase worker awareness.

Compliance
The project managers of the monitoring firm and debris removal contractors’ are responsible for health and safety compliance of their respective personnel and subcontractors. Any crews or individuals that are not compliant should be suspended from debris removal activities until the situation is remedied. Frequent offenders of safety policies and procedures should be dismissed from the project entirely.

Job Hazard Assessment
Though debris removal activities are fairly similar among events, assessing the particular hazards of each disaster is an important part of maintaining health and safety for the debris removal workers. At a minimum, the following areas of focus should be considered as part of job hazard assessment:

- **Disaster Debris** – Disasters that result in property damage typically generate large quantities of debris, which must be collected and transported for disposal. The type of debris varies depending on the characteristics of the debris-generating event (e.g. type, event strength, duration, etc.). In addition, the disaster debris produces a host of uneven surfaces, which must be negotiated. Vegetative debris can be a large component of the debris generated by a hurricane.
- **Debris Removal** – Often the removal of disaster debris involves working with splintered, sharp edges of vegetative or construction material debris. Many hurricanes may involve heavy rains or flooding. Consequently, disaster debris is damp and heavier than usual. As weights increase, so does the risk of injury.

- **Removal Equipment** – Debris will be removed from the public right-of-way (ROW) to provide access for emergency vehicles and subsequent recovery efforts. Debris collection and removal requires the use of heavy equipment and power tools to trim, separate and clear disaster debris.

- **Traffic Safety** – The debris to be collected is located on publicly maintained roads and rights-of-way. As a result, much of the debris removal process takes place in traffic of varying levels of congestion. In addition, damage to road signs can impact safety for collection crews, challenging safety on the road.

- **Wildlife Awareness** – Disasters are traumatic events for people as well as wildlife. Displaced animals, reptiles, including the six species of poisonous snakes and the large exotic snakes found in Florida, as well as insects pose a hazard to debris removal workers. Piles of debris can provide harborage for pests and workers should use appropriate caution.

- **Debris Disposal** – After disaster debris is collected, it will be transported to a Debris Management site. This is a common area for worker injury. Debris management workers in this environment are more likely to be exposed to falling debris, heavy construction traffic, noise levels, dust and airborne particles from the reduction process.

- **Climate** – Hurricanes are a disaster that can create significant impact in Palm Beach County. Past experience has shown that multiple events can occur in a single season, with accompanying extreme weather conditions. The effects of Florida summertime temperature and humidity on physical labor must be monitored, and proper work-rest intervals must be utilized.

### Administrative and Engineering Controls

The use of administrative and engineering controls can greatly reduce the threats to public health and safety in debris removal activities. Some common administrative and engineering controls used in the debris removal process are:

#### Collection Operations
- Debris removal operations will be restricted to daylight hours only.
- Limit cleanup operations to one side of the road at a time.
- Limit collection work under overhead lines.
- Inspect piles before using heavy equipment to remove them to ensure that there are no hazardous obstructions.
- Assure that all collection vehicles have properly functioning lights, horns, and backup alarms.
- Load collection vehicles properly (not overloaded or unbalanced).
- Cover and secure loads, if necessary.
- When monitoring the collection process, stay alert in traffic and use safe driving techniques.

**Power Tools**
- Inspect all power tools before use.
- Do not use damaged or defective equipment.
- Use power tools for their intended purpose.
- Avoid using power tools in wet areas.

**Debris Reduction Machinery (Grinders and Chippers)**
- Do not wear loose-fitting clothing.
- Follow the manufacturer's guidelines and safety instructions.
- Maintain the guards on the feed and discharge ports.
- Do not open access doors while equipment is running.
- Always chock the trailer wheels to restrict rolling.
- Maintain safe distances.
- Never reach into operating equipment.
- Use lock out/tag out protocol when maintaining equipment.

**Debris Management Site/Disposal Operations**
- Use sufficient barriers and cones to properly mark traffic patterns.
- Use proper flagging techniques for directing traffic.
- Monitor towers must not exit into traffic and should have hand and guard rails to reduce trips and falls.
- Monitor towers must have properly constructed access stairways with proper treads and risers and proper ascent angle (4:1 height/width ratio).
- Monitor towers must be surrounded by barriers that protect the tower and monitors from being struck by inbound or outbound collection vehicles.
- A water truck should on site to control airborne dust and debris.

**Personal Protective Equipment**

Personal Protective Equipment (PPE) is the last resort for providing a safe working environment for workers. PPE does not eliminate or even reduce hazards as administrative and engineering controls do. PPE works to reduce the risk of injury by creating a protective barrier between the individuals and workplace hazards.

Proper use of PPE includes using PPE for its intended purpose. PPE that does not fit well will not provide maximum protection and will decrease the likelihood of the individual continuing to use the equipment. In addition, improper use may result in serious injury or death. The proper use of the equipment is outlined in detail in the manufacturer's instructions.

PPE requirements are based upon the results of the job hazards assessment. Specific PPE requirements vary from location to location. In general, individuals involved in the debris removal process should personally monitor water consumption to avoid dehydration and use
appropriate skin protection (breathable clothes, light colors, sunscreen, etc.). Ultimately, the selection of PPE is the responsibility of the monitoring firm and debris removal contractors' project managers.

The following PPE may be applicable in standard ROW, Right-of-Entry (ROE), and vegetative and construction & demolition debris removal activities:

- **Head Protection** – Equipment designed to provide protection for an individual’s head against hazards such as falling objects or the possibility of striking one’s head against low hanging objects. PPE used to protect the head must comply with ANSI Z89.1-1986, “American National Standard for Personnel Protection – Protective Headwear for Industrial Workers – Requirements.”

- **Foot Protection** – Equipment designed to provide protection for an individual’s feet and toes against hazards such as falling or rolling objects, objects that may pierce the sole or upper section of the foot, etc. PPE used to protect the feet and toes must comply with ANSI Z-41-1991, “American National Standard for Personal Protection – Protective Footwear.”

- **Hand Protection** – Equipment designed to provide protection for an individual’s hands against hazards such as sharp or abrasive surfaces. The proper hand protection necessary depends on the situation and characteristics of the gloves. For instance, specific gloves would be used for protection against electrical hazards while the same gloves may not be appropriate in dealing with sharp or abrasive surfaces.

- **Vision/Face Protection** – Equipment designed to provide protection for an individual’s eyes or face against hazards such as flying objects. PPE used to protect eyes and face must comply with ANSI Z87.1-1989, “American National Standard Practice for Occupational and Educational Eye and Face Protection.” Again, the proper eye/face protection necessary depends on the situation and characteristics of the equipment. For instance, eye and face protection used by individuals who are welding may not be appropriate for individuals operating a wood chipper.

- **Hearing Protection** – Equipment designed to provide protection for an individual’s hearing against prolonged exposure to high noise levels. According to OSHA, the permissible level of sound is an average of 90 decibels over the course of an eight (8) hour workday. Above the sound exposure level, hearing protection is required. PPE used to protect hearing must comply with ANSI S3.19-1974, “American National Standard Practice for Personal Protection – Hearing Protection.”

- **Respiratory Protection** – Equipment designed to provide protection for an individual’s respiratory system against breathing air contaminated with hazardous gases, vapors, airborne particles, etc. PPE used to protect the respiratory system must comply with ANSI Z88.2-1992. In addition, the use of respiratory protection requires a qualitative fit test and in some cases a pulmonary fit test by a licensed medical professional.
Suggested PPE for Debris Management Activities

**Debris Collection Monitoring**

The hazards of disaster debris collection monitoring include, but are not limited to: struck by vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps. PPE requirements include:

- Reflective vest;
- Foot protection (rugged shoes or boots, steel toe and shank if required); and
- Long pants.

**Debris Disposal Monitoring**

The hazards of disaster debris disposal monitoring include, but are not limited to: struck by or caught in between vehicles, falls or trips on stairs or uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps and struck by falling disaster debris. Monitor towers must be equipped with a first aid kit. PPE requirements include:

- Reflective vest;
- Foot protection (rugged shoes or boots, steel toe if required);
- Long pants; and
- Hard Hat.

**Debris Collection**

The hazards of disaster debris removal include, but are not limited to: struck by vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps and airborne debris. In addition, PPE requirements include:

- Reflective vest
- Vision and hearing protection
- Foot protection (rugged shoes or boots, steel toe and shank if required)
- Long pants

**Debris Reduction & Disposal**

The hazards of disaster debris disposal and reduction include, but are not limited to: struck by or caught in/between vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps, struck by falling disaster debris and airborne particles. PPE requirements include:

- Reflective Vest
- Foot protection (rugged shoes or boots, steel toe if required)
- Vision and hearing protection
- Long pants
- Hard hat
**Debris Cutting and Trimming**

The hazards of disaster debris cutting and trimming work include, but are not limited to: struck by or caught in/between vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from power tools, vegetative or C&D sharps, struck by falling disaster debris and airborne particles. PPE requirements include:

- Reflective vest
- Hand and foot protection (rugged shoes or boots, steel toe if required)
- Vision and hearing protection
- Long pants;
- Gloves
- Hard hat

**Additional Resources**

**OSHA**
1-800-321-6742


**Fort Lauderdale Area Office**
1000 South Pine Island Road, Suite 100
Fort Lauderdale, Fl 33324
Ph: 954-424-0242
Fax: 954-424-3073

**Safety Council of Palm Beach County**

4152 West Blue Heron Blvd
Rivera Beach, Fl 33404
Ph: 561-845-8233
PALM BEACH COUNTY

RFP AND ADDENDUMS FOR HURRICANE/DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL
AND
RFP FOR DISASTER DEBRIS MANAGEMENT AND SUPPORT SERVICES

Enclosure 5
REQUEST FOR PROPOSAL

FOR

HURRICANE / DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL

RFP NO. 17-204/SLB

DECEMBER 2016

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FLORIDA 33412
(561) 640-4000
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PART I
GENERAL INFORMATION

1. Purpose

The purpose of this Request for Proposal (RFP) is to solicit formal written Proposals from experienced individuals, corporations, partnerships and other legal entities (PROPOSER) to perform Hurricane/Disaster Debris Removal, Reduction, and Disposal Services for the Solid Waste Authority of Palm Beach County (AUTHORITY).

2. Selection Process and Evaluation

The selection process will be conducted by the Selection Committee in accordance with, but not limited to, the methods and criteria described in Part IV – Proposal Evaluation and Award.

3. Procurement Schedule

A summary schedule of the major activities associated with the AUTHORITY’S procurement process for this Solicitation is presented in Table 1 - Procurement Schedule. The AUTHORITY, at its sole discretion, may modify the schedule as it deems appropriate. The AUTHORITY will notify of any changes in association with submittal dates by written Addenda in accordance with Part I, Section 6 - Addenda.

Table 1 - Procurement Schedule

<table>
<thead>
<tr>
<th>NO.</th>
<th>ACTIVITY</th>
<th>DATE</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Issue RFP</td>
<td>December 5, 2016</td>
</tr>
<tr>
<td>2</td>
<td>Last Date for Authority to Receive Questions on RFP</td>
<td>December 15, 2016</td>
</tr>
<tr>
<td>3</td>
<td>Last Date for Authority to Issue Addendum in Response to Questions</td>
<td>December 20, 2016</td>
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<td>4</td>
<td>Proposal Submission Due Date</td>
<td>January 5, 2017</td>
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<tr>
<td>5</td>
<td>Selection Committee Meeting (tentative date)</td>
<td>January 12, 2017</td>
</tr>
</tbody>
</table>

4. Proposal Submission and Withdrawal

The AUTHORITY must receive all Proposals no later than 2:00 P.M., Eastern Time, on the date established in Part I, Section 3 – Procurement Schedule, at the following address:

Mrs. Saundra L. Brady, Director of Purchasing Services
Solid Waste Authority of Palm Beach County
  7501 North Jog Road
  West Palm Beach, FL 33412

The AUTHORITY cautions those submitting Proposals to assure actual delivery of mailed or hand-delivered Proposals directly to the AUTHORITY’S Purchasing Services office at 7501 North Jog Road in West Palm Beach, Florida, prior to the deadline set for receiving Proposals. If the Proposal is hand delivered, deposit it with the Purchasing Specialist in the Administration Building. Telephone confirmation of timely receipt of the Proposals may be made by calling (561) 640-4000 ext 4527 before the deadline. All Proposals received after the established deadline will be rejected and returned unopened.
PROPONER may withdraw their Proposals by notifying the AUTHORITY’S Purchasing Services office in writing at any time prior to the time set for the Proposals receipt deadline. PROPOSERS may withdraw their Proposals in person or through an authorized representative. PROPOSERS and authorized representatives must disclose their identity and provide a signed receipt for the Proposals. Proposals, once opened, become the property of the AUTHORITY and will not be returned to the PROPOSERS.

5. Communication Protocol

All questions and communications concerning this procurement process must be directed to Mrs. Saundra L. Brady, Director of Purchasing Services. All requests for clarifications or additional information must be submitted in writing via electronic mail to sbrady@swa.org, or by facsimile to 561-640-3400. All questions shall be submitted no later than the date specified in Table 1 – Procurement Schedule. The AUTHORITY will record its responses to questions, if any and address them in the form of a written Addendum.

6. Addenda

Should revisions to the RFP become necessary, the AUTHORITY will issue written Addenda. All Addenda must be acknowledged. This Acknowledgement must be included in Proposal Form 1 – Transmittal Letter. Addenda may be downloaded from the AUTHORITY’S website at www.swa.org. PROPOSERS’ submittals may be rejected as non-responsive if PROPOSERS have failed to submit Proposal without Addenda Acknowledgement.

All PROPOSERS should contact the AUTHORITY no more than five (5) calendar days before the due date for receiving Proposals to ascertain whether any Addenda have been issued. Failure of the PROPOSER to make this inquiry could result in its Proposal being non-responsive in the event addenda were issued and not acknowledged by the PROPOSER in their submittal.

No Addenda will be issued later than five (5) calendar days prior to the due date for receipt of Proposals except an Addendum withdrawing the RFP or one that includes postponement of the date for receipt of Proposals.

7. Rights of the Authority

This RFP constitutes an invitation for submission of Proposals to the AUTHORITY. This RFP does not obligate the AUTHORITY to procure or contract for any of the scopes of services set forth in this RFP. The AUTHORITY reserves and holds at its sole discretion, various rights and options under Florida law, including without limitation, the following:

- To prepare and issue addenda to the RFP that may expand, restrict, or cancel any portion or all work described in the RFP without obligation to commence a new procurement process or issue a modified or amended RFP.
- To receive questions from potential PROPOSERS and to provide such answers in writing as it deems appropriate.
- To waive any informalities, technicalities or irregularities in the Proposals submitted.
- To reject any and all Proposal submissions.
- To change the date for receipt of Proposals or any deadlines and dates specified in the RFP.
- To change the procurement and/or selection process prior to receipt of Proposals.
8. Proposal Preparation Costs

The AUTHORITY accepts no liability for costs and expenses incurred by the PROPOSER in preparation and submission of Proposals and responses to clarifications from the AUTHORITY, potential site visits and interviews, negotiations, future RFP or any other work performed in connection with the Proposal. Each PROPOSER that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the AUTHORITY for the costs and expenses associated with the process. PROPOSER should prepare their submittal providing a straightforward and concise description of the PROPOSER’S ability to meet the requirements of the RFP. Unnecessarily elaborate brochures, art work, expensive paper, bindings, visual and other presentation materials, beyond that sufficient to present a complete and effective response to this RFP is not desired.

9. Interpretations

The AUTHORITY will not be bound by or responsible for any explanation or interpretation of the RFP documents other than those given in written addenda. In no event shall PROPOSERS rely on any oral statement by the AUTHORITY, its staff, agents, advisors, or consultants.

Any PROPOSER that submits in its Proposal to the AUTHORITY any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration.

10. Bond Requirements

PROPOSER shall submit a completed Proposal Form 2 – Proposal Bond (same as a Bid Bond) in the amount of five hundred thousand dollars ($500,000). Unsuccessful PROPOSER’S Proposal Bond will be returned upon execution of an Agreement with the successful PROPOSER. Proposal Form 2 – Proposal Bond shall also be accompanied by written Irrevocable Letter of Commitment from an A- or better rated Surety Company licensed to do business in the State of Florida to provide a ten million dollar ($10,000,000) Performance and Payment Bond on the AUTHORITY’S form (Attachment D) upon issuance of first Task Order.

The AUTHORITY requires that the Proposal Bond of PROPOSER that is selected be in effect for the entire term of the Agreement and also that the Irrevocable Letter of Commitment to provide the Performance and Payment Bond be in effect for the entire term of the Agreement until a debris generating event occurs and the successful PROPOSER is called to active duty. At the start of any and all active duty periods the Proposal Bond will be returned to the successful PROPOSER(s) in exchange for the Performance and Payment Bond which will need to be in effect for the duration of the active duty period. Under no circumstances shall the successful PROPOSER start work until he/she has supplied an acceptable Performance and Payment Bond. If the successful PROPOSER fails to supply an acceptable Performance and Payment Bond, as specified in this RFP, the AUTHORITY shall be entitled to retain the Proposal Bond to rectify the PROPOSER’S unacceptable performance.
11. **Non-Collusion Affidavit**

The PROPOSER is required to submit Proposal Form 4 – Non-Collusion Affidavit stipulating Agreement to the following: “PROPOSER certifies that its Proposal is made without previous understanding, Agreement, or connection with any person, firm, or corporation making a Proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action”.

12. **Public Entity Crimes**

Pursuant to Section 287.133(2)(a), as amended: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

13. **Public Records Act/Information Disclosure to Third Parties**

Sealed bids, proposals, SOQs, or replies received by the AUTHORITY pursuant to a competitive solicitation are exempt from s. 119.07(1) and s.24(a), Art I of the State Constitution until such time as the AUTHORITY provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, SOQs, or final replies, whichever is earlier. As such, the AUTHORITY shall not in any way be liable or responsible for the disclosure or result of disclosure of any submissions or portions thereof submitted in response to the RFP.

The law provides for certain exclusions to disclosure. If the PROPOSER believes that some information contained in their Proposals is exempt from disclosure, the PROPOSER is instructed to label such information as confidential, specify the pertinent section of the public record law that justifies nondisclosure, and request in writing the AUTHORITY keep such information confidential and free from disclosure. The AUTHORITY reserves the right to make any final determination of the applicability of the public records law. In addition, all Proposals received by the Proposal submission date will become the property of the AUTHORITY and will not be returned.

Oral presentations, meetings where PROPOSER(S) is answering questions, negotiations, and AUTHORITY meetings to discuss negotiation strategy are exempt from public access.

14. **Posting of Recommendation for Award**

Recommendation for Award will be posted on the date of the Selection Committee meeting for a period of five (5) calendar days. Failure to file a protest to the Director of Purchasing Services within the time prescribed, as more fully detailed in the AUTHORITY’S Purchasing Manual, Section 10, shall constitute a waiver of proceedings.

It is the PROPOSERS’ sole responsibility to ascertain the time and date of posting of the Recommendation for Award. This may be accomplished by telephone, fax, e-mail, or other means deemed timely by the PROPOSER.

15. **Insurance**

The awarded PROPOSER(S) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached Sample Agreement, Attachment A. In the event the PROPOSER(S) is a governmental entity or a self-insured organization, different insurance requirements may apply.
Misrepresentation of any material fact, whether intentional or not, regarding the PROPOSER(S) insurance coverage, policies or capabilities may be grounds for rejection of the proposal(s) and rescission of any ensuing agreement(s).

16. Cone of Silence

PROPOSERS are advised that a Cone of Silence that prohibits any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between PROPOSERS or any person representing the PROPOSERS and any member of the Solid Waste Authority Governing Board, their staff, any AUTHORITY employee authorized to act on behalf of the AUTHORITY to award the contract under this response, or any member of the selection committee authorized to evaluate the response.

The Cone of Silence shall be in effect as of the deadline to submit response even if response is withdrawn or is otherwise eliminated from consideration consistent with the procedures as outlined in this RFP. The Cone of Silence shall remain in effect until the Governing Board, or AUTHORITY staff, if authorized to act on behalf of the Board, awards or approves the contract, rejects all responses or otherwise takes action which ends the solicitation process.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-proposal conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the Board and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between AUTHORITY employees and the intended awardee(s), any dispute resolution process following the filing of a protest between the person filing the protest and any AUTHORITY employee, or any written correspondence at any time with any AUTHORITY employee, Board member or Advisory board member, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The Governing Board by means of action taken at any properly noticed Governing Board meeting may invoke the cone of silence earlier than the time specified in this section for any procurement.

17. Agreements with other Governmental Entities

All PROPOSERS submitting a response to this RFP agree that such response also constitutes a response to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this RFP; should the successful PROPOSER deem it in the best interest of their business to do so. The Agreement(s) resulting from this RFP in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from re-solicitation for any or all items specified in this RFP.

18. Scrutinized Companies

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

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

20. **Third Party Beneficiary Disclaimer**

It is not the intention of these RFP documents to create third party beneficiary status in any person or entity that is not a direct party to the contract awarded as a result of being the successful Proposer, and no language in these RFP documents or the contract awarded pursuant to this RFP should be construed or interpreted as creating a third party beneficiary.
PART II
STATEMENT OF WORK

1. Project Description and Requirements

The AUTHORITY seeks experienced firms to remove and lawfully dispose of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property and public right-of-ways, and to setup and operate Temporary Debris Sites in Palm Beach County, Florida, immediately after a hurricane or other disaster.

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced CONTRACTOR who is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. CONTRACTOR must be capable of assembling, directing, and managing a work force that can complete the debris management operations in 120 days or less. The duration of effort/completion dates of all tasks will be determined jointly by the AUTHORITY and CONTRACTOR. This determination will be set in writing in appropriate Task Order(s).

The CONTRACTOR shall perform all work in accordance with FEMA guidelines in order to maximize recovery of reimbursable expenses. This task shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished.

The CONTRACTOR may be required, at the AUTHORITY’S discretion, to be under the direction of an agent of the AUTHORITY.

While intended to cover debris management needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to Palm Beach County, Florida. The planning standards used for this project are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida. The AUTHORITY intends to enter into contingency Agreement to provide emergency debris removal and disposal services as required by the AUTHORITY.

2. Introduction

The AUTHORITY’S disaster recovery planning includes considerations for removing and processing the volumes and types of debris expected to be generated by a major disaster such as a hurricane and the procedures for disposing of that debris. The planning approach is formulated in part on the concept of strategic pre-positioning of plans and resources necessary for timely, coordinated recovery operations, including removal of debris from public property and right-of-ways throughout Palm Beach County using a combination of county, municipal, and CONTRACTOR forces.

If activation is required the AUTHORITY intends to activate contracts on an as-needed basis as solely determined by the AUTHORITY. The AUTHORITY intends to activate the CONTRACTORS in the order of final ranking as best meets the needs of the AUTHORITY. The AUTHORITY reserves the sole right to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action.

The AUTHORITY envisions the need for multiple Agreements to carry out the debris removal and disposal work throughout Palm Beach County. The CONTRACTOR must have the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial AUTHORITY payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. The CONTRACTOR must also have an established management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations.
plans, and demonstrable experience in major disaster recovery projects.

The Agreement to be awarded under this RFP will be a contingency Agreement that will be activated only in the face of an emergency. As such, no compensation will accrue to the CONTRACTOR unless and until the Agreement is activated either in anticipation of a natural disaster or immediately after such disaster.

CONTRACTOR who receives a contingency Agreement for the work, will be required to participate in certain AUTHORITY directed disaster recovery training and/or exercises, 1 to 2 days each year, at no cost to the AUTHORITY.

The AUTHORITY does not guarantee a CONTRACTOR will be activated if awarded a standby agreement.

2.1 Planning Standard for Debris Removal and Disposal

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

2.2 Debris Management

Planning for debris management operations is a function of the AUTHORITY as a supporting agency to the Palm Beach County Department of Engineering and Public Works. The AUTHORITY’S Emergency Management Coordinator will direct the debris removal and disposal operations.

In addition to using AUTHORITY forces and equipment, the AUTHORITY intends to execute four (but reserves the right to execute more or less than four) debris removal and disposal Agreements on a contingency basis for the purpose of having CONTRACTOR(S) immediately available and committed to assisting the AUTHORITY in the aftermath of a major disaster. Each CONTRACTOR holding a debris removal and disposal Agreement will serve as a General CONTRACTOR for the purpose of debris removal and disposal operations, and will be able to use his/her own and subcontractor resources to meet the obligations of the Agreement. It is anticipated that the CONTRACTOR will use both local and non-local subcontractors. Notwithstanding, the CONTRACTOR will make every effort to use Small Business Enterprises (SBE), to the maximum extent practicable.

When a major disaster occurs or is imminent, the AUTHORITY intends to contact the highest ranked CONTRACTORS holding Debris Removal and Disposal Agreements to advise them of the AUTHORITY’S intent to activate the Agreement(s). Debris removal will generally be limited to debris in, upon, or brought to county residential private and public streets and roads, right-of-ways, municipal properties and facilities, and other public sites (this includes debris from customers assessed for residential solid waste and recycling collection services by the AUTHORITY). The CONTRACTOR will be responsible for determining the method and manner of debris removal and lawful disposal operations, consistent with the AUTHORITY’S Debris Management Plan. Disposal of debris will be at AUTHORITY approved Temporary Debris Sites or landfill sites. The CONTRACTOR will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all Temporary Debris Sites.

When a major disaster occurs or is imminent, the AUTHORITY will initially send out an Alert to the selected CONTRACTOR(S). This Alert will serve to activate the lines of communication between the CONTRACTOR representatives and the AUTHORITY. Subsequently, the AUTHORITY will issue the
first Task Order which will authorize the CONTRACTOR to send an Operations Manager to the AUTHORITY within 24 hours of receiving such Task Order to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the stipulated work. This first Task Order will also direct the CONTRACTOR to execute the required Performance and Payment Bond. The CONTRACTOR should anticipate receiving this first Task Order 24 to 72 hours before projected landfall of a hurricane. Depending on the nature of the storm and circumstances the AUTHORITY may activate more than one (1) CONTRACTOR. CONTRACTOR will generally be activated in order of final ranking.

Specific task orders will be issued to select CONTRACTORS based on the best interest of Palm Beach County. The AUTHORITY reserves the right to assign work or task orders to various CONTRACTORS based on pricing submitted. The AUTHORITY does not guarantee a cradle to grave pricing arrangement but reserves the right to pick and choose CONTRACTORS based on ranking.

The general concept of debris removal operations includes multiple, scheduled passes of each site, location, or right-of-way. This will allow residents to return to their properties and bring debris to the private and public right-of-way as recovery progresses. The AUTHORITY will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster’s impacts.

The AUTHORITY will make every effort to identify strategically located Temporary Debris Sites throughout the county prior to a natural disaster. Depending upon the severity of the natural disaster, additional Temporary Debris Sites will be identified as needed.

The CONTRACTOR will operate the Temporary Debris Sites and only CONTRACTOR vehicles and others specifically authorized by the AUTHORITY will be allowed to use the sites. Only one (1) level of subcontractor will be allowed to operate the sites. There will be no multi-tiered subcontractors (sub of a sub) allowed to operate temporary debris sites. The CONTRACTOR is responsible for all activity at temporary debris sites operated by their subcontractor and must have an employee on site at all times to oversee daily operations. The locations of publicly owned sites currently under consideration are shown on Attachment C. Additional sites (privately owned mostly) may become available as plans develop.

The AUTHORITY may also establish designated homeowner drop-off sites. The CONTRACTOR will be responsible for removing all eligible debris from those sites daily at the direction of the Emergency Management Coordinator or designee.

Curbside segregation of debris and disaster-generated or related wastes will be an element of the AUTHORITY’S disaster recovery program. The debris removal and disposal CONTRACTOR will be required to aid in the segregation and waste stream management processes. Any Household Hazardous Waste (HHW) encountered by the debris removal CONTRACTOR is to be set aside. HHW disposal will be the responsibility of the resident. The AUTHORITY will designate HHW drop-off locations.

The following items are considered HHW for the purpose of this Agreement:

1. Used Oil
2. Batteries
3. Paint
4. Aerosol spray cans
5. Pesticides
6. Antifreeze
7. Fluorescent light bulbs
8. Propane tanks (household size)

The CONTRACTOR will setup a lined containment area and separate any HHW inadvertently delivered to a Temporary Debris Site.
Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor who will be selected by the AUTHORITY.

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

3. **Scope of Work/Overview**

This section is divided into three (3) subsections:

- **3.1 Debris Removal and Disposal Operations** from residential public and private streets, roads and right-of-ways and delivered to a Temporary Debris Site.

- **3.2 Temporary Debris Site Operations** which includes daily operations as well as reclamation of the site to its pre-storm condition or as directed by the AUTHORITY Emergency Management Coordinator.

- **3.3 Processing, Loading and Hauling Material** from Temporary Debris Site to final destination.

Specific work authorizations by the AUTHORITY will be through written Task Orders. Task Orders will define the job to be accomplished, location of job, time-frame for completion, rates to be used, etc. Any job with requirements or rates not covered by this Proposal will be negotiated. The AUTHORITY reserves the right to extend operations on a weekly basis. Task Orders will be executed bilaterally. Performance will be by the metrics established in the Task Order(s). After 1/3 and again after 2/3 of the stipulated number of days of work in the Task Order have elapsed, the CONTRACTOR(s) shall provide written progress report to the AUTHORITY for review and acceptance. The AUTHORITY shall have the right to correct for CONTRACTOR’S default or underperformance by any means it deems in its best interest.

The CONTRACTOR shall commence mobilization immediately upon receipt of the mobilization Task Order meeting the following progress patterns: 48 hours- collection activity within assigned Collection Service Area. Within ten (10) calendar days CONTRACTOR shall have 100% of all necessary equipment operating within all Collection Service Areas. This represents a minimum response schedule and does not restrict an earlier response. Subsequently, the AUTHORITY may issue additional Task Orders to define more precisely the work to be accomplished or to authorize additional work. The CONTRACTOR shall perform in accordance with each Task Order in all designated Collection Service Areas established by the AUTHORITY. Each Task Order will be uniquely and sequentially numbered.

The CONTRACTOR is authorized to collect debris during daylight hours, seven (7) days per week. Any deviations from this schedule will require AUTHORITY approval.

The CONTRACTOR must be duly licensed to perform the work in accordance with the State of Florida statutory requirements. The CONTRACTOR shall obtain all permits necessary to complete the work. The CONTRACTOR shall be responsible for determining what permits are necessary to perform under the Agreement. Copies of all permits shall be submitted to the AUTHORITY Emergency Management Coordinator prior to issuance of the first Task Order.

The quantity of work required to complete the Agreement resulted from this RFP is estimated. The actual effort required may be more or less than the estimated amount shown in the Proposal Form 3 – Price Proposal. Payment will be made at the unit rates proposed. The output will be verified by the AUTHORITY Emergency Management Coordinator in the daily operational report. Should hourly rates be used to pay for certain equipment then preventative maintenance, not in excess of fifteen (15) minutes
in a normal workday, will be paid at the regular hourly rate. Preventative maintenance or down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes will be considered unacceptable work and non-payment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined as the usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered as part of preventative maintenance.

The CONTRACTOR shall be responsible for correcting any notices of violations issued as a result of the CONTRACTOR’S or any subcontractor’s actions or operations during the performance of this Agreement. Corrections for any such violations shall be at no additional cost to the AUTHORITY.

The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private contractor.

The CONTRACTOR shall provide contact information for all key personnel to the AUTHORITY that shall include name, phone number, cellular phone number and email address. The CONTRACTOR and its agents shall respond in a timely manner to all AUTHORITY inquiries at all times.

3.1 Debris Removal and Disposal Operations

3.1.1 General

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

For work performed on a Time and Materials basis, all hourly equipment rates shall include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, and all other costs associated with the equipment including labor and operator.

3.1.2 Services

The CONTRACTOR shall provide equipment, operators and laborers for debris removal operations. The CONTRACTOR shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under this Agreement.

All rates are to include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, lodging and all other costs.

The work shall consist of clearing and removing disaster generated debris as directed by the AUTHORITY Emergency Management Coordinator. CONTRACTOR shall provide collection equipment the day following a natural disaster or as directed by the AUTHORITY and shall provide equipment sufficient to collect a minimum of 50,000 cubic yards of debris per day within ten (10) calendar days of collection commencement (Past AUTHORITY natural disaster cleanup records show that ten (10) days’ following disaster, 95,000-126,000 cubic yards of debris was collected per day). Failure to provide sufficient equipment necessary to collect required amount may result in the AUTHORITY entering into a separate agreement with another contractor for collection services.
3.1.2.1 Collection of Storm Generated Residential Vegetation and Construction and Demolition Debris

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

Work may include:

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

Debris delivered to a Temporary Debris Site or authorized landfill will be paid based on the per cubic yard price according to the Proposal Form 3 – Price Proposal.

3.1.2.2 Hourly Rate Clearing

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

1. Clear debris from emergency evacuation routes, access roads to critical facilities, and primary roadways.
3. Conduct daily briefings with debris managers and other officials to update progress and discuss issues.
4. Develop a traffic control plan along potential haul routes and at debris management and disposal sites.

The CONTRACTOR shall not move from one designated Collection Service Area to another area without prior approval from the AUTHORITY Emergency Management Coordinator or designee. CONTRACTORS and/or subcontractors that move to a designated Collection Service Area without prior AUTHORITY approval may be terminated immediately. The AUTHORITY reserves the right to relocate CONTRACTOR to other Collection Service Areas based on need and ability to perform required work at an acceptable level. The AUTHORITY reserves the right to immediately terminate CONTRACTOR and any subcontractor who fails to provide service in accordance to guidelines set forth by FEMA and the AUTHORITY.

The AUTHORITY or designee shall forward all claims of damage to the CONTRACTOR daily. CONTRACTOR shall provide all contact information, including name, phone number, cellular phone number, fax number and email address, for personnel responsible for resolving all claims of damage. CONTRACTOR must respond to all claims of damage within 24 hours and resolve within ten (10) calendar days. Mailboxes must be repaired or replaced within two (2) calendar days. CONTRACTOR is responsible for all damage caused by his crew and/or subcontractors in the performance of debris removal.

In the event the CONTRACTOR fails to repair damages as a result of the Contractor’s equipment failure or negligence within the time provided within this Agreement, the AUTHORITY or designee may arrange for the repairs and assess the CONTRACTOR for the cost of the repairs and any applicable administrative charges. Any disputes as to damage responsibility will be presented to the Emergency Management Coordinator or designee for review. The decision of the Emergency Management Coordinator or designee will be final.
3.1.3 Equipment

All trucks and equipment must be in compliance with all applicable federal, state, and local rules and regulations. Trucks used to haul debris must be capable of rapidly dumping their load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport that will permit the trucks to be filled to capacity. Cyclone fence may be used as temporary tailgates if they comply with the following specifications:

1. Fencing must be permanently attached to one side of the truck bed.
2. After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire.
3. Fencing must extend to the bottom of the bed.
4. After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations.
5. Solid iron metal bars must be secured to both sides of the fencing.
6. There shall be no hand loaded equipment allowed.

The AUTHORITY or designee shall complete certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the CONTRACTOR. Maximum volumes may be rounded up to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the placards affixed to each piece of equipment. The AUTHORITY reserves the right to re-measure trucks and trailers at any time to verify reported capacity. If a truck and/or trailer are re-measured and the yardage capacity is determined to be lower, the lower yardage volume will be retro to the initial load and total volume adjusted accordingly.

All trucks and trailers utilized in hauling debris shall be equipped with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. If installed, all sideboard extensions must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All extensions to the bed are subject to acceptance or rejection by the AUTHORITY Inspector.

Trucks or equipment designated for use under this Agreement shall not be used for any other work during working hours. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated Collection Service Area during the period of this Agreement. Under no circumstance will the CONTRACTOR mix debris hauled for others with debris hauled under this Agreement. Failure to comply will result in no payment to CONTRACTOR and operator and vehicle will be declared ineligible to provide any additional emergency debris collection services. Any and all unapproved changes to placard will result in no payment to CONTRACTOR and operator and vehicle will be declared ineligible to perform any additional emergency debris collection services.

3.1.4 Securing Debris

The CONTRACTOR shall be responsible for properly and adequately securing debris on each piece of equipment utilized to haul debris. Prior to leaving the loading site, the CONTRACTOR shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted during loading and secured during transport. Tarps or other coverings shall be provided by the CONTRACTOR to prevent materials from falling or being blown from the bed. Loads not properly tarped or otherwise covered will not be allowed to dispose at any AUTHORITY approved temporary debris site which may result in non-payment to CONTRACTOR.
3.1.5 Equipment Signage

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

3.1.6 Other Considerations

The CONTRACTOR shall assign and provide an Operations Manager (OM) to the AUTHORITY Debris Management Center to serve as the principal liaison between the AUTHORITY Emergency Management Coordinator or designee and the CONTRACTOR’S forces. The assigned OM must be knowledgeable of all facets of the CONTRACTOR’S operations and have authority in writing to commit the CONTRACTOR. The OM shall be on call 24 hours per day, seven (7) days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and make arrangements for on site accommodations. This linkage shall provide immediate contact via cell phone, Fax machine, and have Internet capabilities. The OM will participate in daily meetings and disaster exercises, functioning as a source to provide essential element information. The OM will report to the AUTHORITY Emergency Management Coordinator or designee. This position will not require constant presence; rather the OM will be required to be physically capable of responding to the AUTHORITY Emergency Management Coordinator within 30 minutes of notification.

The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.

The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the CONTRACTOR’S personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

Payment for debris hauled will be based on the quantity of debris hauled in cubic yards. Debris hauled to a Temporary Debris Site will require a validated load ticket. Drivers will be given an electronic or paper load tickets at the loading site by an AUTHORITY loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the Temporary Debris Site by an AUTHORITY Temporary Debris Site monitor. The estimated quantity will be recorded on the electronic or paper load ticket. The AUTHORITY Temporary Debris Site monitor will retain one copy of the paper load ticket and the driver will retain the remaining copies of the load ticket. Debris being hauled to a permanent landfill will be paid based on cubic yards recorded on an approved electronic or paper load ticket. Payment will be made against the CONTRACTOR’S invoice once site monitor and CONTRACTOR load tickets and/or scale tickets match. Load tickets not properly completed and signed will not be paid.

3.2 Temporary Debris Site Operations

3.2.1 General

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

The CONTRACTOR shall use only Temporary Debris Sites designated by the AUTHORITY Emergency Management Coordinator.
The Temporary Debris Site foreman shall direct all dumping operations. Different types of debris shall be kept in separate piles at the Temporary Debris Site. At a minimum, one flag person shall be posted at each Temporary Debris Site for traffic control and to direct unmixed loads to proper location (by debris type) to be dumped. CONTRACTOR shall be responsible for sorting and proper placement of all loads not dumped in appropriate location which results in mixing the once separated debris at no charge to the AUTHORITY.

The CONTRACTOR shall begin grinding vegetative debris within five (5) calendar days of temporary debris site opening date and removing mulch/wood chips within ten (10) calendar days of site opening date. The CONTRACTOR shall begin removal of Construction and Demolition/mixed debris from Temporary Debris Site to an approved final destination within five (5) days of site opening date.

### 3.2.2 Temporary Debris Site Services

#### 3.2.2.1 Site Setup/Preparation and Site Closeout/Restoration

Site setup/preparation and site closeout/restoration shall be compensated on a time and materials basis in accordance with the hourly rates provided in the Proposal Form 3 – Price Proposal. Site set-up/preparation/closeout/restoration includes: clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, limerock or crushed concrete access roads, sodding, and any other similar activity necessary to make the site usable for its intended purposes and to return the site to its original condition. Do not include any materials in calculating the hourly rates in the Proposal Form 3 – Price Proposal.

#### 3.2.2.2 Temporary Debris Site Operations and Material Processing

Temporary Debris Site operations and material processing shall be compensated in accordance with the unit prices provided in the Proposal Form 3 - Price Proposal. The CONTRACTOR shall provide equipment, operators, and laborers for Temporary Debris Site operations as specified by Task Order. Unit prices provided in the Proposal Form 3 - Price Proposal, shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, lodging and insurance) all equipment under this Agreement. Each Inspection Tower shall be equipped with two (2) portable toilets. Toilets shall be provided immediately upon completion of tower assembly. CONTRACTOR shall provide a water truck for the purpose of applying to site surface to minimize dust. The AUTHORITY shall provide a front-load garbage container and collection service of the container at each Temporary Debris Site. CONTRACTOR shall be responsible for cleaning up all trash and litter generated on the site from daily operations and depositing into the container for collection. The entrance roadway and surrounding area within ½ mile of the site’s entrance shall be cleaned daily by the CONTRACTOR. All pre-storm identified sites shall be opened by the CONTRACTOR within three (3) calendar days after receiving approval from the AUTHORITY to operate the debris site. Failure to open sites with proper equipment and necessary personnel will result in liquidated damages of $10,000 per day. All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, lodging, and any other costs. The work shall consist of managing the operations of a Temporary Debris Site and performing debris reduction by air curtain incineration and/or grinding of storm generated debris as directed by the AUTHORITY Emergency Management Coordinator.

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

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

Material coming into the Vegetative or C&D Temporary Debris Sites will be measured and paid for by the cubic yard according to the Proposal Form 3 – Price Proposal. Material removed and transported from a C&D Temporary Debris Site will be measured and paid by the cubic yard according to the Proposal Form 3 – Price Proposal.

Locations of all Temporary Debris Sites will be approved by the AUTHORITY. The AUTHORITY Emergency Management Coordinator must approve site improvements before work begins and any costs, other than those in the Proposal Form 3 – Price Proposal, that might have been negotiated under a Task Order shall be documented for payment.

Material processed at a Temporary Debris Site by either grinding or burning will be measured using cubic yards from incoming load tickets. Material entering a Debris Management Site will be deposited in manageable piles.

3.2.3 Reporting

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

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

Failure to provide audit quality information by 5:00 p.m. of the following day of operation will subject CONTRACTOR to non-payment in each instance at the sole discretion of the AUTHORITY.

3.2.4 Other Considerations

The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. In the event a Temporary Debris Site must be closed due to CONTRACTOR equipment or operational failures, CONTRACTOR shall be liable for liquidated damages in the amount of $25,000.00 per day for every day the site has to remain closed.

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

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

3.3. Processing, Loading and Hauling Material

CONTRACTOR shall provide all necessary labor, material and equipment to process, load and haul wood chips and construction and/or mixed debris from Temporary Debris Sites in Palm Beach County to final destination for disposal as directed by the AUTHORITY. The AUTHORITY reserves the right to contract with other firms to process, load and haul wood chips and construction and/or mixed debris to a final destination as may best meet the needs of the AUTHORITY. All wood chips, construction and/or mixed debris shall be disposed of in accordance with all Local, State of Florida and Federal guidelines.

CONTRACTOR will provide detailed listing to the AUTHORITY of the following:

1. Quantity (loads and cubic yards)
2. Owner information
3. Site where mulch and Construction/Demolition debris is disposed, to include address/GPS location.

4. Miscellaneous Requirements

4.1 Temporary Debris Site Foreman

The Temporary Debris Site foreman must be an employee of the CONTRACTOR and is responsible for management of all operations of the site to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety.

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

4.2 Temporary Debris Site Night Foreman

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

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

4.3 Temporary Debris Site Management Plan

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

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

1. Access to site
2. Site preparation - clearing, erosion control, and grading
3. Traffic control procedures
4. Safety
5. Segregation of debris
6. Location of ash disposal area, hazardous material containment area, CONTRACTOR work area, and inspection tower
7. Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures.

8. Location of existing structures or sensitive areas requiring protection

4.4 Inspection Tower

The CONTRACTOR shall construct an inspection tower at each Temporary Debris Site within three (3) calendar days of natural disaster. The tower shall be constructed using pressure treated wood or steel scaffold. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2"x 8" joists, 16" O.C. with 3/4" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Inspection towers must provide a dry area for employees and meet all FEMA OSHA requirements.

4.5 Grinding Operation

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

4.6 Household Hazardous Waste Containment Area

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

5. Performance of Contractor

It is the intent of this Agreement to ensure that the CONTRACTOR provides a quality level of services. To this end, all complaints received by the Emergency Management Coordinator or designee, and reported to the CONTRACTOR shall be promptly resolved pursuant to the provisions of this Agreement.

The Emergency Management Coordinator or designee may levy administrative charges for the following infractions:

1. Failure to open pre-storm identified sites within three (3) calendar days of after being tasked by the AUTHORITY liquidated damages of $10,000 per day for each day not opened.

2. Closure of Temporary Debris Site due to CONTRACTOR equipment or operational failures liquidated damages of $25,000 per day, for each day site must remain closed.

Failure to provide back-up grinders within 24 hours of equipment breakdown liquidated damages of $2,000 per hour per approved grinding hours of operation per day.
CONTRACTOR may also be subject to non-payment and liquidated damages of $200 for each of the following infractions:

1. Failure to provide audit quality information by 5:00 p.m. of the following day of operation.
2. Loads not properly tarped or otherwise covered.
3. Mixing debris hauled from other sources with debris hauled under this Agreement.
4. Mixing vegetation debris with C & D material.

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

1. Collection of any non-eligible, non-AUTHORITY approved stumps or debris.
2. Moving to another designated Collection Service Area without prior AUTHORITY approval.
3. Failure to provide service in accordance to guidelines set forth by FEMA and the AUTHORITY.
4. Soliciting work from private citizens or others to be performed in the designated Collection Service Area during the period of this Agreement.
5. Alteration of placards placed on certified trucks and/or trailers.

Any disputes regarding Performance of Contractor will be presented to the Emergency Management Coordinator or designee for review. The Emergency Management Coordinator or designee shall complete review and make determination within three (3) calendar days. Decisions of the Emergency Management Coordinator or designee shall be final.

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PART III
PROPOSAL SUBMISSION REQUIREMENTS

1. Proposal Submission Requirements and Format

The AUTHORITY must receive all Proposals no later than 2:00 P.M., Eastern Time on the date established in Part I, Section 3 – Procurement Schedule and Section 4 – Proposal Submission and Withdrawal. PROPOSERS shall submit one (1) original, five (5) photocopied sets, and one (1) CD/DVD containing all documents in Adobe PDF electronic format. The complete original and disc shall be submitted in a separate sealed envelope identifying it as the original document.

The Proposal shall be clearly labeled on the outside with the PROPOSER’S name, address, telephone number, and shall be identified as follows: RFP 17-204/SLB - Hurricane/Disaster Debris Removal, Reduction and Disposal Services. Failure by the PROPOSER to provide the above information on the outside of the envelope may result in the rejection of the PROPOSER’S submittal.

Original and photocopies shall be of 8½” by 11” and bound into spiral bound or three-ring binder. Proposal pages shall be numbered. The minimum font size for all text sections of the Proposal shall be eleven-point (11 pt). Marketing brochures or any other information not pertaining to this RFP shall not be included in the Proposal.

1.1 Content

The PROPOSER shall provide the appropriate information in accordance with the content requirements set forth in the following subsections. To allow the Selection Committee to more effectively review the Proposals, PROPOSERS are to provide all requested information in the order and in the format requested below.

1.1.1 Title Page

The Title Page shall include the RFP Title and Number. The page shall indicate clearly the name of the PROPOSER submitting the Proposal and the name, address, phone number, fax number and e-mail address of the PROPOSER’S designated contact person. The PROPOSER’S designated contact person is the individual who shall be the main point of contact for the AUTHORITY to communicate with regarding this procurement.

1.1.2 Table of Contents

1.1.3 General Information

PROPOSER shall provide completed Proposal Forms 1 - 8 as follows:

1.1.3.1 Proposal Form 1 – Transmittal Letter

PROPOSER shall submit a completed Proposal Form 1 – Transmittal Letter acknowledging, among other things, that the PROPOSER has completely reviewed, understands, and agrees to be bound by the requirements of this RFP. The Proposal Transmittal Letter shall be signed by a representative of the PROPOSER who is empowered to sign it and to commit the PROPOSER to the obligations contained in the Proposal.
1.1.3.2 Proposal Form 2 – Proposal Bond

PROPOSER shall submit a completed Proposal Form 2 – Proposal Bond as described in Part I, Section 10 - Bond Requirements.

1.1.3.3 Proposal Form 3 – Price Proposal

PROPOSER shall submit a completed Proposal Form 3 – Price Proposal. The assumptions and formulas used in Part A of the Proposal Form 3 – Price Proposal, were devised solely for the purpose of determining Total Proposal Price. No minimum or maximum amount of work is being promised. Unit Prices in Part B are for information purposes only and will not be considered in price evaluation and ranking of the Proposals. However, the Prices in both Part A and Part B of the Proposal Form 3 – Price Proposal will be incorporated as appropriate into the Agreement resulting from this RFP.

The cost of the Bond shall be included in the unit rates of the Proposal Form 3 – Price Proposal.

The AUTHORITY reserves the right to request: additional pricing, explanations for any out-of-balance pricing, explanations for any pricing it deems too low or too high, and to negotiate a best and final price with the highest ranked PROPOSER(s).

1.1.3.4 Proposal Form 4 – Non-Collusion Affidavit

PROPOSER shall provide a completed Proposal Form 4 – Non-Collusive Affidavit as described in Part I, Section 11 – Non-Collusion Affidavit.

1.1.3.5 Proposal Form 5 – Drug Free Work Place

PROPOSER shall provide a completed Proposal Form 5 – Drug Free Work Place.

1.1.3.6 Proposal Form 6 – Schedule No. 1 – Participation of SBE – M/WBE Firms

PROPOSER shall provide a completed Proposal Form 6 – Schedule No. 1 – Participation of SBE – M/WBE Firms, if applicable.

1.1.3.7 Proposal Form 7 – Schedule No. 2 – Letter of Intent to Perform as a SBE-M/WBE Sub-Contractor/Supplier

PROPOSER shall provide a completed Proposal Form 7 – Schedule No. 2 – Letter of Intent to Perform as a SBE-M/WBE Sub-Contractor/Supplier, if applicable.

1.1.3.8 Proposal Form 8 – Schedule No. 3 – Statement of Good Faith Efforts

PROPOSER shall provide a completed Proposal Form 8 – Schedule No. 3 – Statement of Good Faith Efforts, if applicable.

1.1.4 Experience and Qualifications Narrative

PROPOSER shall demonstrate the following:

1. Provide a comprehensive description of all mobilizations (minimum of three) performed as a prime contractor for disaster debris services collecting and processing a minimum of 1 million cubic yards of debris collected from public right of ways. PROPOSERS unable to identify three or more mobilizations meeting the 1 million cubic yard threshold, per each mobilization, are requested to submit all relevant experience they have that documents the ability to perform the services (right of way collection and debris site management) as requested by this RFP. No
limitation exists for the period of time a PROPOSER may go back to describe the experience as requested. Do not show work performed as a sub-contractor. (FORM A)

For each mobilization the PROPOSER is requested to identify the following:

- Name and type of storm event
- Date and location
- Narrative of disaster debris services of work performed during mobilization event
- Total value of contract for services performed
- Number of cubic yards of debris collected by PROPOSER from public right of ways during mobilization
- Number of cubic yards of debris handled by PROPOSER at temporary debris reduction sites during mobilization
- Name, address and telephone number of customers point of contact for reference purposes.

2. List all emergency debris removal and disposal contracts performed in the last three (3) years as a prime contractor. (FORM B)

1.1.5 General Operations Plan

PROPOSER shall provide the following:

1. At minimum a detailed Mulch Disposal Plan. The AUTHORITY is committed to recycling and or beneficial re-use of mulch. Additional consideration will be taken for Beneficial Re-Use Plan. PROPOSER is requested to provide a full description of how PROPOSER intends to dispose and or re-use one million (1,000,000) cubic yards of mulch. PROPOSER is requested to address how PROPOSER intends to comply with all federal, state and local guidelines pertaining to mulch disposal. PROPOSER is also requested to submit any agreement(s) he/she currently has for the disposal and or beneficial re-use of mulch. PROPOSER is requested to give a full description of their end use plan.

2. At minimum a detailed Temporary Debris Site Reduction Plan pertaining to Construction Debris (C & D) Recycling and or Reduction for estimated five hundred thousand (500,000) cubic yards. The AUTHORITY requests that PROPOSER implements a recycling and or reduction program for C & D material to minimize amount of debris that will go to a landfill. PROPOSER is requested to address programs they will implement to facilitate recycling and or reduction of construction debris waste.

3. Resumes for the PROPOSER’S management team and all key personnel who will be assigned to the agreement to include, among other things: names, job titles, responsibilities, applicable debris management experience.

4. Provide temporary reduction debris sites available for use in Palm Beach County or close proximity. Provide letters of agreements with the owners for use of such sites. Identify the location of the sites and site configuration. Additional consideration will be taken if PROPOSER submits additional debris site(s) North of PGA Blvd., Palm Beach Gardens, Florida.

5. Provide description of other emergency services performed, e.g.: shelter, generators, roofing, communications, food, ice, etc.
1.1.6 Small Business Enterprise (SBE) Participation

The Governing Board of the AUTHORITY has set 15% as the AUTHORITY’S goal for Small Business Enterprise (SBE) participation in contracts and purchases. **PROPOSER shall submit a Plan showing how he/she will assist the AUTHORITY in achieving this goal through SBE subcontractor participation or any other method.** The goal is to encourage doing business with certified SBE’S certified from an agency of the State of Florida or another Florida local governmental agency (the AUTHORITY does not have a certifying office). Proof of current certification from these governmental entities will be required. The AUTHORITY will require documentary proof of the implementation, progress and final outcome of the proposed Plan.

A PROPOSER who is SBE need not submit a Plan. Documentary proof of PROPOSER’S status as SBE must be submitted in the response to this RFP. Although the PROPOSER may be SBE him/herself, involvement of other SBE’S as suppliers or sub-consultants under SBE PROPOSER is still encouraged. Non-certified SBE status claimed by the PROPOSER for him/herself may be submitted but is subject to stringent verification by the AUTHORITY.

If PROPOSER is not SBE, then Proposal Form 6 – Schedule No. 1, Proposal Form 7 – Schedule No. 2, and Proposal Form 8 – Schedule No. 3 contain SBE Model Plan acceptable to the AUTHORITY for use by PROPOSER in response to this RFP. The intent of the Model Plan format is to reflect the percentage of SBE participation pledged by PROPOSER and/or proof of the “good faith” effort expended attempting to enlist potential participants. Alternate plans may be acceptable to the AUTHORITY, at its sole discretion, so long as substantially the same information is provided.

If the PROPOSER has not been able to achieve 15% SBE documented participation in Proposal Form 6 – Schedule No. 1 and Proposal Form 7 – Schedule No. 2, then Proposal Form 8 – Schedule No. 3 is required. NOTE: M/WBE information is being collected for tracking purposes only. M/WBE participation will not be counted towards 15% SBE goal participation.

Failure of the PROPOSER to provide any/all of the foregoing requested items may disqualify the PROPOSER at the discretion of the AUTHORITY.

The PROPOSER’S Plan will be incorporated into the Agreement between the PROPOSER and the AUTHORITY. In addition to the required Plan, the successful PROPOSER shall demonstrate a determined effort to implement the Plan.

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1. General

All Proposals submitted in response to this RFP will be evaluated by the AUTHORITY’S Selection Committee based on the information supplied per Part III – Proposal Submission Requirements and utilizing criteria specified in Part IV – Proposal Evaluation and Award.

2. Evaluation Criteria

The review and analysis of the Proposals by the Selection Committee will be based on the following criteria:

- Submission of a complete package including all forms;
- Experience and Qualifications;
- General Operations Plan;
- Price Proposal;
- Small Business Enterprise Participation

3. Evaluation Method

Selection Committee members will conduct a completeness review of the Proposals. Proposals must include all requirements specified in Part III – Proposal Submission Requirements. Minor informalities may be waived by the AUTHORITY. Those Proposals found to be complete, will then be ranked by individual members.

*Table 2 – Evaluation Criteria, Points and Scoring Methodology* provides guidelines for the Selection Committee members for the ranking of Proposals. In each category where points are to be assigned, PROPOSERS may receive up to the maximum allowable number of points from an individual Selection Committee member. Total points of each Selection Committee member for each Proposal will be tallied and averaged. Proposal with highest total average score will be ranked first.

**Table 2 - Evaluation Criteria, Points and Scoring Methodology**

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<td><strong>100</strong></td>
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</table>
Points footnotes as follows:

1. PROPOSER will receive up to 30 points if PROPOSER submits and exceeds the minimum requirements listed in PART III, Section 1.1.4 - Experience and Qualifications Narrative and also demonstrate applicable recent experience. Points will be deducted if these requirements are not met.

2. PROPOSER will receive up to 30 points if PROPOSER submits and exceeds the minimum requirements listed in Part III, Section 1.1.5 – General Operations Plan. Points will be deducted if any of these requirements are not met.

3. PROPOSER who submits the Proposal with the lowest Total Proposal Price will receive 30 points. Points assigned to the next lowest Total Proposal Price will each equal 1 point deduction per $500,000 dollars, or a fraction thereof, from the lowest Total Proposal Price. See example below.

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<th>Total Proposal Price</th>
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</tbody>
</table>

4. Small Business Enterprise Plan may equal up to 10 points subject to addressing and meeting all requirements listed in Part III, Section 1.1.6 – Small Business Enterprise Participation. PROPOSER who is a certified SBE serving as a prime contractor and providing more than 50% of the services will receive 10 points. PROPOSER who is a certified SBE serving as a prime contractor but performs less than 50% of the work will receive a maximum of 5 points – in this scenario more than 50% of the work is performed by non-SBE subcontractor(s). PROPOSER who is not a SBE serving as prime contractor but submits proper documentation (SBE Plan) for utilization of subcontractor(s) meeting the AUTHORITY’S goal of 15% participation will receive maximum of 5 points.

4. Award

The AUTHORITY anticipates award to the PROPOSERS who submit the Proposals judged by the AUTHORITY to be the most advantageous. The AUTHORITY anticipates awarding Agreements to four or more highest ranked PROPOSERS, but reserves the right to award more or fewer Agreements if it is in best interest of the AUTHORITY.

The AUTHORITY reserves the right to enter into the Agreements negotiations with the four highest ranked PROPOSERS. If the AUTHORITY and any of these PROPOSERS cannot negotiate a successful Agreement, the AUTHORITY may terminate such negotiation(s) and begin negotiation(s) with the next highest ranked PROPOSER(S). No PROPOSER shall have any rights against the AUTHORITY arising from such negotiations.
The pricing structure submitted in Proposal Form 3 – Price Proposal shall be firm. However, the AUTHORITY reserves the right to negotiate a “best and final” price with the highest ranked PROPOSER(S).

Agreements awarded will be prioritized for activation based on the final ranking achieved during the selection process. The number of Agreements that are activated will be based on the magnitude and complexity of the AUTHORITY’S post disaster needs. It will be in the AUTHORITY’S sole discretion how many Agreements are activated.

The Agreements will be for a term of five (5) years. The selected PROPOSERS will standby for much of the duration of the five (5) years and only be called to active duty when a debris generating event occurs. This call to active duty may be repeated several times within the five (5) year Agreement period depending on the number of separate debris events that occur.

The PROPOSER understands that this RFP does not constitute an Agreement or a contract with the PROPOSER. An official Agreement or contract is not binding until Proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the AUTHORITY, and executed by the parties. A sample Agreement is attached to this RFP. The AUTHORITY anticipates that the final Agreements will be in substantial conformance with the sample Agreement; nevertheless, PROPOSER is advised that any agreement or contract, which may result from the RFP, may deviate from the sample Agreement.
The following Proposal Forms are included:

Proposal Form 1 – Transmittal Letter
Proposal Form 2 – Proposal Bond
Proposal Form 3 – Price Proposal
Proposal Form 4 – Non-Collusion Affidavit
Proposal Form 5 – Drug Free Work Place
Proposal Form 6 – Schedule No. 1
Proposal Form 7 – Schedule No. 2
Proposal Form 8 – Schedule No. 3
PROPOSAL FORM 1 – TRANSMITTAL LETTER

(To be typed on PROPOSER’S Letterhead)

[Date]

Mrs. Saundra L. Brady, MPA, CPPB
Director of Purchasing Services
Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, FL 33412

Dear Mrs. Brady:

__________________________ (PROPOSER) hereby submits its Proposal in response to the Request for Proposal (RFP) for Hurricane/Disaster Debris Removal, Reduction and Disposal issued by the Solid Waste Authority of Palm Beach County (AUTHORITY) in December 2016.

As a duly authorized representative of the PROPOSER, I hereby certify, represent and warrant, on behalf of the PROPOSER team, as follows in connection with the Proposal:

1. The PROPOSER acknowledges receipt of the RFP and the following Addenda:

<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
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</table>

2. The submittal of the Proposal has been duly authorized by, and in all respects is binding upon, the PROPOSER.

3. All information and statements contained in the Proposal are current, correct and complete, and are made with full knowledge that the AUTHORITY will rely on such information and statements in qualifying PROPOSER.

4. The PROPOSER certifies under penalties of perjury that the RFP has been prepared and is submitted in good faith without collusion, fraud or any other action with any other person taken in restraint of free and open competition for the services contemplated by the RFP. As used in this Proposal Form, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

5. The PROPOSER is not currently suspended or debarred from doing business with any governmental entity.

6. The PROPOSER has reviewed all of the engagements and pending engagements of the PROPOSER, and no potential exists for any conflict of interest or unfair advantage.

7. No person or selling agency has been employed or retained to solicit the award of the Agreement under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the PROPOSER.
8. The principal contact person who will serve as the interface between the AUTHORITY and the PROPOSER for all communications is:

   Name: ____________________________________________
   Title: _____________________________________________
   Mailing Address: ____________________________________
   Phone: _____________________________________________
   Fax: _______________________________________________
   E-mail: ____________________________________________

The PROPOSER has carefully examined all documents constituting the RFP and the addenda thereto and, being familiar with the work and the conditions affecting the work contemplated by the RFP and such addenda, offers to furnish all labor, materials, supplies, equipment, facilities and services which are necessary, proper or incidental to carry out such work as required by and in strict accordance with this RFP and the Proposal.

________________________________________
Name of Proposer

________________________________________
Print Name of Designated Signatory

________________________________________
Signature

________________________________________
Title

State of __________________________
County of _________________________

On this _________ day of _____________, 20____, before me appeared ____________________________ personally known to me to be the person described in and who executed this ____________________________ and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

________________________________________
Signature

Notary Public in and for the State of __________________________

(Affix Seal here)

(Name printed)

Residing at __________________________

My commission expires __________________________
PROPOSAL FORM 2 – PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

_______________________________________________________
(Name of Proposer)

________________________________________________________
(Name of Surety)

hereby held and firmly bound unto the Solid Waste Authority of Palm Beach County, West Palm Beach, Florida, as Obligee, in the sum of:

____________________________________________________________

Dollars ($_____________________) / 5% of the Performance and Payment Bond, which is in the amount of $10,000,000, as liquidated damages for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted to the Solid Waste Authority of Palm Beach County a certain Proposal attached hereto and made a part hereof, to enter into an Agreement, hereinafter referenced to as the AGREEMENT FOR HURRICANE/DISASTER DEBRIS REMOVAL, REDUCTION, AND DISPOSAL.

NOW THEREFORE,

a. If said Proposal shall be rejected or withdrawn as provided in the Request for Proposal or, in the alternative,

b. If said Proposal shall be accepted and the Principal shall duly execute and deliver the Agreement attached hereto and shall furnish all insurance requirements, the specified Performance and Payment Bond for the faithful performance of the Agreement and for the payment of labor and materials furnished for the performance of the Agreement,

then this obligation shall be void, otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder in no event shall exceed the amount of this obligation.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which such Proposal may be accepted, and said Surety does hereby waive notice of any such extensions.
IN WITNESS WHEREOF, the parties hereto have duly executed this bond on the _____ day of _________________, 20___.

PRINCIPAL: __________________________

By: _________________________________
   Signature
   (Seal)

WITNESS:
1. ________________________________
   Name: _____________________________
   Title: _____________________________
   Address: ____________________________
   __________________________________
   Telephone: __________________________

2. ________________________________

SURETY: _____________________________

By: _________________________________
   Signature
   (Seal)

WITNESS:
1. ________________________________
   Name: _____________________________
   Title: _____________________________
   Address: ____________________________
   __________________________________
   Telephone: __________________________

2. ________________________________

Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, in accordance with Florida Statute 287.0935, and be approved by the Solid Waste Authority of Palm Beach County.
## PROPOSAL FORM 3 – PRICE PROPOSAL

### PART A – VOLUME BASED PRICING FOR 3,000,000 CUBIC YARD (CY) DEBRIS DISASTER

<table>
<thead>
<tr>
<th>ITEM/DESCRIPTION</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT</th>
<th>PRICE PER CY</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0 Public Property and Right of Way Collection, Loading and Hauling to a designated Temporary Debris Site.</td>
<td></td>
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<tr>
<td>A. Vegetation</td>
<td>2,500,000</td>
<td>CY</td>
<td></td>
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<tr>
<td>B. Construction Debris / Mixed Debris</td>
<td>500,000</td>
<td>CY</td>
<td></td>
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<tr>
<td>2.0 Temporary Debris Site operation to include placement of monitoring towers, portable toilets, keeping on-site and adjacent roads area clean of trash and garbage, debris acceptance, pile management, and phase I reclamation.</td>
<td>3,000,000</td>
<td>CY</td>
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<tr>
<td>3.0 Processing of debris through grinding and/or chipping.</td>
<td>2,500,000</td>
<td>CY</td>
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<tr>
<td>4.0 Loading, hauling and disposing wood chips to final destination. <em>(This rate includes disposal cost)</em></td>
<td>1,000,000</td>
<td>CY</td>
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<tr>
<td>5.0 Volume reduction through air curtain incineration.</td>
<td>2,500,000</td>
<td>CY</td>
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<tr>
<td>6.0 Loading and hauling of construction debris and/or mixed debris from Temporary Debris site to a permitted C&amp;D recycling facility or any other designated Disposal Facility. *(This rate shall not include disposal cost). Miles from TDRS to final destination – 1 way.</td>
<td></td>
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<tr>
<td>A. $0 \leq 20$ miles</td>
<td>500,000</td>
<td>CY</td>
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<td></td>
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<tr>
<td>B. $&gt; 20 \leq 50$ miles</td>
<td>500,000</td>
<td>CY</td>
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<tr>
<td>C. $&gt; 50 \leq 80$ miles</td>
<td>500,000</td>
<td>CY</td>
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<tr>
<td>D. $&gt; 80 \leq 110$ miles</td>
<td>500,000</td>
<td>CY</td>
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<tr>
<td>E. $&gt; 110 \leq 200$ miles</td>
<td>500,000</td>
<td>CY</td>
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<tr>
<td><strong>AVERAGE</strong>: (Item 6.0 A-E)</td>
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<tr>
<td><strong>AVERAGE</strong> (Item 6.0 A-E) X 500,000 CY = $</td>
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<tr>
<td><strong>TOTAL PROPOSAL PRICE</strong>: (Items 1.0 - 4.0; 6.0) $</td>
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</tbody>
</table>

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

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

PART B – HOURLY RATES

<table>
<thead>
<tr>
<th>Debris Management Site Set-up and Closure and Debris Clearance for Access - Optional Use by County and Other Governmental Entities</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Equipment and Labor Rates</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Hourly Equipment Rate</th>
<th>Hourly Labor Rate</th>
<th>Total Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bobcat Loader</td>
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<tr>
<td>Crew Foreman w/ Cell Phone and Pickup</td>
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<tr>
<td>Dozer, Tracked, D5 or similar</td>
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<tr>
<td>Dozer, Tracked, D6 or similar</td>
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<tr>
<td>Dozer, Tracked, D7 or similar</td>
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<tr>
<td>Dozer, Tracked, D8 or similar</td>
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<tr>
<td>Dump Truck, 18 CY-20 CY</td>
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<tr>
<td>Dump Truck, 21CY-30 CY</td>
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<tr>
<td>Generator and Lighting</td>
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<td></td>
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<tr>
<td>Grader w/ 12’ Blade</td>
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<tr>
<td>Hydraulic Excavator, 1.5 CY</td>
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<td></td>
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<tr>
<td>Hydraulic Excavator, 2.5 CY</td>
<td></td>
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<tr>
<td>Knuckleboom Loader</td>
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<tr>
<td>Laborer w/ Chain Saw</td>
<td></td>
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<tr>
<td>Laborer w/ small tools, traffic control, flag person</td>
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<tr>
<td>Lowboy Trailer w/ Tractor</td>
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<tr>
<td>Operations Manager w/ Cell Phone and Pickup</td>
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<tr>
<td>Pickup Truck, .5 Ton</td>
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<tr>
<td>Soil Compactor 81 HP+</td>
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<tr>
<td>Soil Compactor to 80 HP</td>
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<tr>
<td>Soil Compactor, Towed Unit</td>
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<tr>
<td>Truck, Flatbed</td>
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<tr>
<td>Tub Grinder, 800 to 1,000 HP</td>
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<tr>
<td>Water Truck</td>
<td></td>
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<tr>
<td>Wheel Loader, 2.5 CY, 950 or similar</td>
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<tr>
<td>Wheel Loader, 3.5-4.0 CY, 966 or similar</td>
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<tr>
<td>Wheel Loader, 4.5 CY, 980 or similar</td>
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<tr>
<td>Wheel Loader-Backhoe, 1.0-1.5 CY</td>
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</tbody>
</table>

*Other – Please List*

Attach additional sheet with equipment type and labor rates, if needed
PART C – UNIT COST SCHEDULE

<table>
<thead>
<tr>
<th>ITEM</th>
<th>HAZARDOUS STUMP REMOVAL, HAULING, AND DISPOSAL</th>
<th>UNIT</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6 inch diameter to 12 inch diameter</td>
<td>Stump</td>
<td></td>
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<tr>
<td>2</td>
<td>13 inch diameter to 24 inch diameter</td>
<td>Stump</td>
<td></td>
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<tr>
<td>3</td>
<td>25 inch diameter to 48 inch diameter</td>
<td>Stump</td>
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<tr>
<td>4</td>
<td>49 inch diameter and greater</td>
<td>Stump</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Stump Fill Dirt – Fill dirt for stump holes after removal</td>
<td>CY</td>
<td></td>
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</tbody>
</table>

HAZARDOUS TREE REMOVAL, HAULING, AND DISPOSAL

<table>
<thead>
<tr>
<th>ITEM</th>
<th>HAZARDOUS TREE REMOVAL, HAULING, AND DISPOSAL</th>
<th>UNIT</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>6 inch diameter to 12 inch diameter</td>
<td>Tree</td>
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<td>7</td>
<td>13 inch diameter to 24 inch diameter</td>
<td>Tree</td>
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<td>8</td>
<td>25 inch diameter to 48 inch diameter</td>
<td>Tree</td>
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<tr>
<td>9</td>
<td>49 inch diameter and greater</td>
<td>Tree</td>
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NOTE:
The following is information only and will NOT be considered in the evaluation of this RFP

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

<table>
<thead>
<tr>
<th>REMOVAL, REDUCTION, AND DISPOSAL OF DEBRIS</th>
</tr>
</thead>
<tbody>
<tr>
<td>EQUIPMENT</td>
</tr>
<tr>
<td>Knuckleboom Loader</td>
</tr>
</tbody>
</table>
**FORM A**

Collection and/or Debris Site Operating Experience as a **Prime Contractor ONLY**

List all activations for which your company collected and/or processed greater than 1 million cubic yards of debris.

<table>
<thead>
<tr>
<th>Disaster Name</th>
<th>Date</th>
<th>Location</th>
<th>Services Provided</th>
<th>Contract Amount</th>
<th>TTL CY Collected or Processed</th>
<th>Contact Name, Address, Phone #</th>
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</table>
**FORM B**

Collection and/or Debris Site Operating Experience as a Prime Contractor ONLY

List all activations for which your company performed as the Prime Contractor for the past three (3) years (commencing 11/2013)

<table>
<thead>
<tr>
<th>Disaster Name</th>
<th>Date</th>
<th>Location</th>
<th>Services Provided</th>
<th>Contract Amount</th>
<th>TTL CY Collected or Processed</th>
<th>Contact Name, Address, Phone #</th>
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</table>
PROPOSAL FORM 4 – NON-COLLUSION AFFIDAVIT

State of ________________________________

County of ______________________________

Being duly sworn deposes and says:

That she/he is an officer of the parties making the foregoing Proposal, that such Proposal is genuine and not collusive or sham; that said PROPOSER has not colluded, conspired, connived or agreed, directly or indirectly with any PROPOSER or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly, or indirectly, sought by agreement or collusion or communication or conference with any person, to fix the price or affiant or any other PROPOSER, or to fix any overhead, profit or cost element of said price, or that of any other PROPOSER, or to secure any advantage against the AUTHORITY, or any person interested in the proposed contract and that all statements in said Proposal are true.

_____________________________________
Name of Proposer

_____________________________________
Print Name of Designated Signatory

_____________________________________
Signature

_____________________________________
Title

On this _________ day of ______________, 20____, before me appeared ______________________________ personally known to me to be the person described in and who executed this________________________________ and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

_____________________________________
Signature

Notary Public in and for the State of ______________________________

(Affix Seal here)

_____________________________________
(Name printed)

Residing at ______________________________

My commission expires ______________________________
PROPOSAL FORM 5 – DRUG FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

__________________________________________________________
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

__________________________________________________________
Print Name of Designated Signatory

__________________________________________________________
Signature

__________________________________________________________
Date
# Proposal Form 6 – Schedule No. 1

## Participation of SBE – M/WBE Firms

<table>
<thead>
<tr>
<th>NAME, ADDRESS AND PHONE NO. OF SBE – M/WBE FIRM</th>
<th>DESCRIPTION OF SERVICE TO BE PROVIDED</th>
<th>CONTRACT AMOUNT</th>
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<td>TOTAL SBE – M/WBE FIRMS:</td>
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*Note: M/WBE information is being collected for tracking purposes only.*

## Proposer to Complete

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<tr>
<th>TOTAL PROPOSED SERVICES:</th>
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<th>PERCENTAGE PARTICIPATION: %</th>
<th>TOTAL SBE – M/WBE PROPOSED SERVICES:</th>
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*(Make additional copies as necessary)*
LETTER OF INTENT TO PERFORM AS A SBE-M/WBE SUB-CONSULTANT

RFP NAME: ___________________________  RFP No.: ____________

TO: ____________________________________________

(Name of Proposer)

FROM: ____________________________________________

(Name of Sub-Consultant)

The undersigned intends to provide services in connection with the above as (✓ one):

☐ an individual  ☐ a partnership  ☐ a corporation  ☐ a joint venture

The undersigned is certified by ___________________________ as a SBE

Certification date: ___________________________

The undersigned is certified by ___________________________ as an M/WBE

Certification date: ___________________________

Attach proof of SBE-M/WBE Certification, either letter or certificate from certifying agency

The undersigned is prepared to provide the following services in connection with the above RFP (specify in detail particular work items or parts thereof to be performed):

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

_____________________________________________________________________________________

at the following price: ____________________________________________

(Amount must match Sub-Consultant’s quote as listed on Schedule 1)

________________________________________________________

Signature of SBE-M/WBE Sub-Consultant

________________________________________________________

Printed Name of Signer

________________________________________________________

Title of Signer  Date

Corporate Seal

(If applicable)

(Make additional copies as necessary)
STATEMENT OF GOOD FAITH EFFORTS

Good Faith efforts attempted by PROPOSER to achieve SBE-M/WBE participation through use of sub-consultants. Good Faith efforts should include but are not limited to:

Select 2 out of 3 for A through C

A. Letters sent to SBE-M/WBE sub-consultants advising of the need for bids/proposals (provide copies of letter(s), response(s)). Note: solicitation letters must be sent to prospective SBE-M/WBE firms with reasonable lead times to allow proper responses.

B. PROPOSER shall advertise in general circulation, trade association, and/or SBE-M/WBE focus media indicating the availability of subcontracting opportunities (provide copy of advertisement(s)).

C. PROPOSER shall utilize services of available SBE-M/WBE community organizations, contractor groups, local/state/federal business assistance offices or other organizations (provide proof).

Select D or E

D. List of SBE-M/WBE firms who have expressed interest in providing the service but who were not accepted by the PROPOSER. If no expressions of interest were received, please so indicate.

E. Document past utilization of SBE'S-M/WBE’S
The following Attachments are included:

Attachment A – Sample Agreement
Attachment B – Debris Zones and Potential Temporary Debris Sites Map
Attachment C – Location of Publicly Owned Debris Management Sites
Attachment D – Performance & Payment Bond
AGREEMENT

FOR

HURRICANE / DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL

BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

SAMPLE AGREEMENT NO. 17-XXX
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**EXHIBITS**

- A. Scope of Work
- B. Fee Schedule
- C. SBE Plan
- D. Debris Zones and Potential Temporary Debris Sites Map
- E. Location of Publicly Owned Debris Management Sites
- F. Task Order Disaster Debris Management
- G. FEMA 322 Public Assistance Guide
- H. Mobilization Schedule
- I. FHWA Form 1273
- J. Buy America Requirements
- K. Performance & Payment Bond
THIS AGREEMENT, between the Solid Waste Authority of Palm Beach County, a special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as AUTHORITY) and ____________________ (hereinafter referred to as CONTRACTOR), a ____________ Corporation, whose Federal Employer Identification Number is ____________.

WHEREAS, AUTHORITY requires the removal, reduction, and disposal of hurricane/disaster debris; and,

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

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be ____________.

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

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

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

ARTICLE 3 - COMPENSATION

3.1 AUTHORITY shall pay CONTRACTOR in accordance with Fee Schedule, Exhibit B, which is attached hereto and incorporated by reference as part of this Agreement. If needed, compensation may be negotiated as a lump sum or not-to-exceed amount for any Task Order containing a task covered by the scope of work of this Agreement but to which the Fee Schedule cannot readily be applied.

3.2 CONTRACTOR shall submit semi-monthly invoices for services rendered. Invoices must reference the Task Order number. Invoices shall include a statement of progress and appropriate audit quality detail to satisfy FEMA requirements.
3.3 Payment of CONTRACTOR by AUTHORITY is not contingent upon the AUTHORITY being reimbursed by the Federal Emergency Management Agency. Payment to CONTRACTOR will be made for any work directed by the AUTHORITY which is determined by Federal and State agencies to be ineligible for reimbursement.

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

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

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

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

ARTICLE 4 - INSURANCE

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

1. **General Liability** Insurance with bodily injury limits of not less than $1,000,000 for each occurrence, and with property damage limits of not less than $1,000,000 for each occurrence.

2. **Automobile Liability** Insurance with bodily injury limits of not less than $5,000,000 for each person and not less than $5,000,000 for each accident and with property damage limits of not less than $5,000,000 for each accident.

3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than $500,000 for each accident, $500,000 for each disease, and $500,000 aggregate.

4. **Excess Liability** Insurance with limits of not less than $10,000,000 for each occurrence and annual aggregate.

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

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

4.4 CONTRACTOR shall include AUTHORITY as an **additional insured** on the General Liability, Excess Liability, and Automobile Liability insurance policy required by the Agreement. All of CONTRACTOR'S sub-contractors shall be required to include AUTHORITY and CONTRACTOR as **additional insured** on their General Liability insurance policies.
4.5 In the event that sub-contractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the AUTHORITY for any claim in excess of the sub-contractors insurance coverage.

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

ARTICLE 5 - STANDARD OF CARE

5.1 CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances and CONTRACTOR shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.

5.2 The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - INDEMNIFICATION

6.1 GENERAL

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

6.2 INDEMNIFICATION

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

6.3 SURVIVAL

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

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR `S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR `S relationship and the relationship of its employees to the AUTHORITY shall be that of an Independent Contractor and not as employees or agents of the AUTHORITY.

7.2 The CONTRACTOR does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this Agreement.

7.3 The CONTRACTOR shall not pledge the AUTHORITY’S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.
The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 - AUTHORITY TO PRACTICE

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

ARTICLE 9 - COMPLIANCE WITH LAWS

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

ARTICLE 10 - SUB-CONTRACTING

10.1 The AUTHORITY reserves the right to accept the use of a sub-contractor or to reject the selection of a particular sub-contractor and to inspect all facilities of any sub-contractor to perform properly under this Agreement. Rejection of any sub-contractor will be based on, but not limited to, negative references, insufficient resources, or conviction of a Public Entity Crime.

10.2 If a sub-contractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-contractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new sub-contractor by the AUTHORITY.

ARTICLE 11 - FEDERAL AND STATE TAXES

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

ARTICLE 12 - AVAILABILITY OF FUNDS

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

ARTICLE 13 - AUTHORITY’S RESPONSIBILITIES

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

ARTICLE 14 - DEFAULT

14.1 The AUTHORITY may, by written notice of default to the CONTRACTOR, terminate the Agreement in whole or in part if the CONTRACTOR fails to satisfactorily perform any provisions of this Agreement, or fails to make progress so as to endanger performance under the terms and conditions of this Agreement, or provides repeated non-performance, or does not remedy such failure within a period of ten (10) days (or such period as the Director of Purchasing Services may authorize in writing) after receipt of notice from the Director of Purchasing Services specifying such failure. In the event the AUTHORITY terminates this Agreement in
whole or in part because of default of the CONTRACTOR, the AUTHORITY may procure goods and/or services similar to those terminated, and the CONTRACTOR shall be liable for any excess costs incurred due to this action.

14.2 If it is determined that the CONTRACTOR was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the CONTRACTOR), the rights and obligations of the parties shall be those provided in Article 15 – Termination for Convenience.

ARTICLE 15 – TERMINATION FOR CONVENIENCE

15.1 The Director of Purchasing Services may, whenever the interests of the AUTHORITY so require, terminate the Agreement, in whole or in part, for the convenience of the AUTHORITY. The Director of Purchasing Services shall give five (5) days prior written notice of termination to the CONTRACTOR, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the Agreement are terminated, the CONTRACTOR has the right to withdraw, without adverse action, from the entire Agreement.

15.2 Unless directed differently in the Notice of Termination, the CONTRACTOR shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the successful CONTRACTOR shall terminate outstanding orders and/or subcontracts related to the terminated work.

15.3 Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the AUTHORITY’S satisfaction through the date of termination.

ARTICLE 16 - UNCONTROLLABLE FORCES

16.1 Neither the AUTHORITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

16.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 17 - GOVERNING LAW AND VENUE

This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County, Florida.
ARTICLE 18 - NON-DISCRIMINATION

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

ARTICLE 19 - WAIVER

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

ARTICLE 20 - SEVERABILITY

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

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

ARTICLE 21 - ENTIRETY OF AGREEMENT

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

ARTICLE 22 - MODIFICATION

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

ARTICLE 23 - SUCCESSORS AND ASSIGNS

AUTHORITY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. CONTRACTOR shall not assign this Agreement without the express written approval of the AUTHORITY via executed amendment.
ARTICLE 24 - CONTINGENT FEES

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

ARTICLE 25 - TRUTH-IN-NEGOTIATION CERTIFICATE

25.1 Execution of this Agreement by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

25.2 The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside contractors. The AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 26 - OWNERSHIP OF DOCUMENTS

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

ARTICLE 27 - PUBLIC RECORDS, ACCESS AND AUDITS

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

27.2 DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:

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

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

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

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

27.6 Therefore, the ATTORNEY is required to:

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

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

ARTICLE 28 – OFFICE OF INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal Agreement (ILA) for Inspector General Services. This agreement provides for the Inspector General to provide services to the AUTHORITY in accordance with the AUTHORITY, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
ARTICLE 29 - NOTICE

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

As To AUTHORITY

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attention: Executive Director

As To CONTRACTOR

________________
________________
________________
Attention: _________

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

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

ARTICLE 30 - CONTRACT ADMINISTRATION

Services of CONTRACTOR shall be under the general direction of ________________, ________________, or his/her successor, who shall act as the AUTHORITY’S representative during the term of the Agreement.

ARTICLE 31 - KEY PERSONNEL

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

________________
________________
ARTICLE 32 - SMALL BUSINESS ENTERPRISE (SBE)

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

ARTICLE 33 - SCRUTINIZED COMPANIES

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

ARTICLE 34 - AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES

34.1 The CONTRACTOR agrees that this Agreement constitutes an offer to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement; should the CONTRACTOR deem it in the best interest of their business to do so.

34.2 The Agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from re-solicitation.

ARTICLE 35 - THIRD PARTY BENEFICIARY DISCLAIMER

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

ARTICLE 36 - CONFIDENTIALITY

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

ARTICLE 37 - ESCALATION CLAUSE

37.1 The AUTHORITY acknowledges the fluctuating nature of prices. Therefore, on each annual anniversary date of the Agreement, the unit prices may be adjusted upward based on the following formula of indices:

37.2 Fifty (50) percent of the price will be adjusted by the average monthly percentage change over the twelve (12) month period ending the May immediately preceding the date for which the price index adjustment is effective in the Consumer Price Index - Urban Wage Earners and Clerical
Workers - U.S. City Average - Private Transportation (Series ID CWUR0000SAT1, not seasonally adjusted) as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

37.3 Fifty (50) percent of the price will be adjusted by the percentage change in the Average Hourly Earnings of Production Workers (Series ID CEU200000008) as published by the Bureau of Labor Statistics of the U.S. Department of Labor over the one year period ending the May immediately preceding the date for which the price index adjustment is effective.

37.4 In the event that either of these indices is no longer available the parties shall mutually agree to a replacement index. The value of the adjustment will be determined by the AUTHORITY.

ARTICLE 38 - ORDER OF AGREEMENT ACTIVATION/LOCATION ASSIGNMENT

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

ARTICLE 39 - TASK ORDER/PERFORMANCE

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

ARTICLE 40 - BONDS

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

ARTICLE 41 - FLORIDA HIGHWAY ADMINISTRATION (FHWA) FORM 1273

41.1 This Agreement incorporates all of the provisions set forth in the document commonly known as FHWA Form 1273, Exhibit I, which is attached hereto and incorporated by reference as part of this Agreement. The term “contractor,” as used in Exhibit I, shall apply to and mean the
CONTRACTOR, who may also be referred to in Exhibit I as the “prime contractor”, “bidder”, “proposer”, “prospective primary participant”, “prospective participant”, “participant” or the like. The CONTRACTOR will perform the duties and obligations of the other contracting party regardless of the description or label used in Form, Exhibit I.

41.2 The CONTRACTOR shall comply with the Davis-Bacon wages rates to the extent applicable to the work performed under this Agreement. The provisions of the Davis-Bacon Act do not apply to debris removal work unless such work is done in conjunction with a construction project or “linked” to a particular Federal highway. Wage rate tables may be found at http://www.dot.state.fl.us/construction/wage.shtml. Said wage rate tables are incorporated into and made a part of this Agreement by reference.

ARTICLE 42 - BUY AMERICA REQUIREMENTS

The CONTRACTOR agrees to comply with the requirements of the Federal Buy America law (See 23 U.S.C. 313, ISTEA Sections 1041(a) and 1048(a), and FHWA’s implementing regulations at 23 CFR 635.410, as they may be amended from time to time), as they relate to Federal-aid contracts and the use of steel and iron produced in the United States. A description of the requirements of Buy America is set forth in Exhibit J, which is attached hereto and incorporated by reference as part of this Agreement. CONTRACTOR shall provide a certification statement regarding the origin of all materials or products covered under the Buy America provisions and used in its performance of the Agreement in accordance with the requirements of law and the AUTHORITY, FDOT, FHWA, and FEMA, to the extent applicable.

ARTICLE 43 - DISADVANTAGED BUSINESS ENTERPRISES

43.1 This provision shall supplement Article 32 of the Agreement. The Agreement is subject to the requirements of 49 CFR Part 26. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The CONTRACTOR shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of this U.S.DOT-assisted contract. Failure by the CONTRACTOR to carry out these requirements is a material breach of Agreement, which may result in the termination of this Agreement or such other remedy as the AUTHORITY deems appropriate, including but not limited to the withholding of payments. Each subcontract the CONTRACTOR signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13.) Upon request, the CONTRACTOR will provide the AUTHORITY with a copy of each subcontract it enters into.

43.2 The CONTRACTOR is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than thirty (30) days after the CONTRACTOR’S receipt of payment for that work from the AUTHORITY. The CONTRACTOR may not hold any retainage from its subcontractors unless pursuant to an agreement approved by the AUTHORITY. The CONTRACTOR shall return all retainage payments withheld within thirty (30) days after the subcontractor’s work has been satisfactorily completed.

43.3 The CONTRACTOR shall, on a monthly basis, submit payment certifications, including a certification regarding their truth and accuracy, for all payments it is seeking and certifications from all subcontractors indicating who has been paid and how. The certifications shall comply with all Federal and State requirements regarding the reporting of DBE participation. The CONTRACTOR shall, if required by the AUTHORITY or FDOT, report its DBE participation monthly on the Equal Opportunity Reporting System located on the Florida Department of Transportation’s (FDOT) website found at www.bipincwebapps.com/bizwebflorida/. Audits may be conducted to review payments to DBE subcontractors. The CONTRACTOR will fully cooperate with the AUTHORITY, FDOT, FHWA or FEMA regarding the monitoring of subcontractors and payments made thereto.
ARTICLE 44 – CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

44.1 This Agreement is a covered transaction for purposes of 49 CFR Part 29. Accordingly, the CONTRACTOR shall verify that neither the CONTRACTOR, nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified from participation in this Agreement as defined at 49 CFR 29.940 and 29.945.

44.2 The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the term of this Agreement. The CONTRACTOR must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. The CONTRACTOR acknowledges and affirms that by signing and submitting its bid or proposal, the CONTRACTOR made the certification described in Section X of the attached Exhibit I. CONTRACTOR’S certification is a material representation of fact relied upon by the AUTHORITY. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to the AUTHORITY, the State or Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR further agrees that it will include a provision requiring such compliance in all of its subcontracts or lower tier covered transactions.

ARTICLE 45 - ACCESS TO RECORDS AND THEIR RETENTION

45.1 This provision shall supplement Article 27 of the Agreement. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Agreement for at least five (5) years after completion or termination of this Agreement or FDOT’s closure of an “emergency event” with the Florida Division of Emergency Management, whichever comes last, except in the event of litigation or settlement of claims arising from the performance of the Agreement, the CONTRACTOR agrees to maintain said records until all litigation, claims, appeals or exceptions related thereto have been resolved. The records shall be maintained at a location in Palm Beach County, Florida or such other location in Florida approved by the AUTHORITY.

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

ARTICLE 46 - AUDIT REQUIREMENTS

This provision shall supplement Article 27 of the Agreement. The CONTRACTOR agrees that audits may be undertaken of its records related to its performance of the Agreement as may be authorized or required under OMB Circular A-133, as revised. The CONTRACTOR agrees that it will comply and fully cooperate with the AUTHORITY and any State and/or Federal funding agency(ies), including but not limited to FDOT, Florida’s Auditor General, FHWA, FEMA, or any of their authorized representatives, in any audit or monitoring procedures or processes any such entity(ies) may undertake related to CONTRACTOR’S performance of the Agreement.
ARTICLE 47 - NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

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

ARTICLE 48 - AMERICANS WITH DISABILITIES ACT

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

ARTICLE 49 - COMPLIANCE WITH TITLE VI, TITLE VII AND OTHER FEDERAL LAWS AND REGULATIONS

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

ARTICLE 50 - CONVICT LABOR PROHIBITION

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

ARTICLE 51 - CERTIFICATION REGARDING LOBBYING ACTIVITIES

A bidder or proposer for an award of certain Federal-aid contracts in the amount of $100,000 or more, must file the certification required by 49 CFR Part 20. The CONTRACTOR confirms that by signing and submitting a bid or proposal for the work covered by this Agreement, it made the certification described in Section XI of the attached Exhibit I.
IN WITNESS WHEREOF, the Solid Waste Authority of Palm Beach County, and ________________ has executed this Agreement all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:
1. ________________________________
   By: ________________________________
   Mark Hammond
   Executive Director

2. ________________________________

Approved as to Form and Legal Sufficiency:

By: ________________________________
   General Counsel to the Authority

CONTRACTOR:

Attest:

______________________________
   Corporate Secretary
   (Corporate Seal)

Witness:
1. ________________________________
   Name: ________________________________
   Title: ________________________________

2. ________________________________
EXHIBIT A

SCOPE OF WORK

(see RFP Part II, Statement of Work)
FEE SCHEDULE

(see RFP, Price Proposal Form)
SBE PLAN

(Plan to be inserted upon Agreement execution)
DEBRIS ZONES AND
POTENTIAL TEMPORARY DEBRIS SITES

(see RFP, Proposal Attachment B)
LOCATION OF PUBLICLY OWNED DEBRIS MANAGEMENT SITES

(see RFP, Proposal Attachment C)
TASK ORDER  
DISASTER DEBRIS MANAGEMENT

TO__________________________
Task Order No.

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

Project: ______________________________________

Specific Work to be performed: ______________________________________

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

Method of Payment: ______________________________________

Estimated Cost of this Task Order: $________

Contractor Signature: __________________________ Date: ______________

AUTHORITY Signature: __________________________ Date: ______________

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Agreement No. 17-SAMPLE -21- Attachment A
CHAPTER 5
PROJECT MANAGEMENT

Project management begins when a disaster occurs and does not end until an applicant has received final payment for the project. Good project management ensures successful recovery from the disaster, expedited payment of funds, and more efficient close-outs of PA Program grants.

Record Keeping

It is critical that the applicant establish and maintain accurate records of events and expenditures related to disaster recovery work. The information required for documentation describes the “who, what, when, where, why, and how much” for each item of disaster recovery work. The applicant should have a financial and record keeping system in place that can be used to track these elements. The importance of maintaining a complete and accurate set of records for each project cannot be over-emphasized. Good documentation facilitates the project formulation, validation, approval, and funding processes.

All of the documentation pertaining to a project should be filed with the corresponding PW and maintained by the applicant as the permanent record of the project. These records become the basis for verification of the accuracy of project cost estimates during validation of small projects, reconciliation of costs for large projects, and audits.

Applicants should begin the record keeping process before a disaster is declared by the President. To ensure that work performed both before and after a disaster declaration is well documented, potential applicants should:

- designate a person to coordinate the compilation and filing of records;
- establish a file for each site where work has been or will be performed; and
- maintain accurate disbursement and accounting records to document the work performed and the costs incurred.

The Federal Office of Management and Budget requires grant recipients to maintain financial and program records on file for three years following final payment. Records of grant recipients may be subject to the provisions of the Single Audit Act, as described on page 117 of this guide. Applicants may refer to the Applicant Handbook, FEMA 323, for additional information regarding record-keeping.
CONTRACTOR shall commence mobilization of equipment, operators, and laborers immediately upon receipt of a Mobilization Task Order to meet the progress pattern set below.

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REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, 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 superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in 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 the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
b. The contractor will accept as its 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; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must 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 ensure 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 instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
e. 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 minorities and women 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 minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women 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, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such 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 its 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 their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
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. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve
training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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 employees who are minorities and women 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 good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 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 good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith 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 contracting agency 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 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 minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. 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 contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. 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. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

Exhibit I

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT’s U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. 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 the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

   (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

   (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

   (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may not be those of the contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where
the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part thereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs designated for fringe benefits, where appropriate), will be accounted for in the wage determination.

(1) The contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

b. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL)

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide...
apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures
of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor’s own organization (23 CFR 635.116).

   a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

   (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

   (2) the prime contractor remains responsible for the quality of the work of the leased employees;

   (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

   (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

   b. “Specialty Items” shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations.
(regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Wilful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project.

18 U.S.C. 1020 reads as follows:

“Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both.”

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING SUSPENSION, INELIGIBILITY AND DEBARMENT, VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this
covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, declared ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause.

The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

   3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

   a. To the extent that qualified persons regularly residing in the area are not available.

   b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.
BUY AMERICA REQUIREMENTS

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

(see RFP, Proposal Attachment D)
### PUBLICLY OWNED DEBRIS MANAGEMENT SITES

**SWA Temporary Debris Disposal Sites:**

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

* Private Sites used in the past.

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Agreement dated ____________________, 20____ between Principal and Authority for Proposal of Hurricane/Disaster Debris Removal, Reduction and Disposal, Agreement No. 17-XXX, the Agreement being made a part of this bond by reference, in the time and in the manner prescribed in the Agreement, and;

2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials and supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement, and;

3. Pays Authority all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Authority sustains because of a default by Principal under the Agreement, and;

4. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement, and;

5. At completion of all work covered by Agreement and Final Payment by Authority to Principal then Principal will replace this Performance and Payment Bond with a Proposal Bond, in the amount of 5% of this Performance and Payment Bond, to be held by the Authority as a guarantee that Principal will provide to the Authority a Performance and Payment Bond in the amount of up to $10,000,000 on the occasion of a subsequent Task Order in accordance with the above referenced Agreement;

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

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

RFP No. 17-204/SLB
Any changes in or under the Agreement Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes does not affect Surety's obligation under this bond. Any increase in the total Agreement amount as authorized by the Authority shall accordingly increase the Surety's obligation by the same dollar amount of said increase. CONTRACTOR shall be responsible for notification to Surety of all such changes.

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

Signed and sealed this ___ day of __________________, 20____.

PRINCIPAL: __________________________

By: __________________________________ Signature

WITNESS:

1. ______________________________
Name: _____________________________
Title: ______________________________
Address: ___________________________
Telephone: __________________________

2. ______________________________
Address: ___________________________
Telephone: __________________________

SURETY: __________________________

By: __________________________________ Signature

WITNESS:

1. ______________________________
Name: _____________________________
Title: ______________________________
Address: ___________________________

2. ______________________________
Address: ___________________________
Telephone: __________________________

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

IMPORTANT: Surety companies executing bonds must appear and remain on the Treasury Department's most current list (Circular 570 as amended) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida, and be pre-approved by the Authority.
This Addendum to the specifications and contract documents is issued to provide additional information and clarification to the original RFP. In case of a conflict, this Addendum shall govern.

PROPOSERS shall acknowledge receipt of this Addendum by inserting this Addendum Number and Date issued in Proposal Form 1 – Transmittal Letter located within the original RFP documents. Failure to do so subjects PROPOSER to a determination of non-responsiveness.

Coding: Words in strike through type are deletions from existing text and words in underlined type are additions to existing text.

Revisions/Clarifications to the RFP are as follows:

**Part I – General Information**

Table 1 – Procurement Schedule

| No. 4 - Proposal Submission Due Date | January 5, 2017 | January 19, 2017 |
| No. 5 – Selection Committee Meeting (tentative date) | January 12, 2017 | January 25, 2017 |

**Part III – Proposal Submission Requirements**

1.1.4 – Experience and Qualifications Narrative

Paragraph 2. List all emergency debris removal and disposal contracts performed as a Prime Contractor in the last three (3) years commencing June 1, 2013, as a prime contractor. (FORM B)

**Part V – Proposal Forms**

3. Proposal Form 3 – Price Proposal

   Form B – Replace with the attached Revised Form B.

**Part VI – Attachments**

A. Sample Agreement - Article 1 – Effective Date

The AUTHORITY shall have the option of extending the Agreement for one (1) additional _______ one (1) year period at the same terms and conditions with approval from the AUTHORITY’s Governing Board.
# FORM B

Collection and/or Debris Site Operating Experience as a Prime Contractor ONLY

List all activations for which your company performed as the Prime Contractor for the past three (3) years (commencing 6/2013)

<table>
<thead>
<tr>
<th>Disaster Name</th>
<th>Date</th>
<th>Location</th>
<th>Services Provided</th>
<th>Contract Amount</th>
<th>TTL CY Collected or Processed</th>
<th>Contact Name, Address, Phone #</th>
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PROPOSERS shall acknowledge receipt of this Addendum by inserting this Addendum Number and Date issued in Proposal Form 1 – Transmittal Letter located within the original RFP documents. Failure to do so subjects PROPOSER to a determination of non-responsiveness.

Revisions/Clarifications to the RFP are as follows:

A. Part III – Proposal Submission Requirements, Section 1.1.4 – Experience and Qualifications
   Narrate, paragraph 2, page 22, shall be revised to now read as follows:
   
   List all emergency debris removal, debris site operations/processing and disposal contracts performed as a Prime Contractor in the last three (3) years commencing, June 1, 2013. (FORM B)

B. Part V – Proposal Forms, Proposal Form 3 – Price Proposal
   
   Replace pages 32 thru 34, with the attached revised pages 32 thru 34.
   
   Replace page 36, Form B with the attached revised page 36 - Form B.

C. Responses to questions received on or prior to December 15, 2016 are as follows:

   Q-1. I would like to request SWA consider eliminating a requirement listed in the 10-204/SLB RFP which is overburdening and as such would limit the number of qualified companies that would respond to this solicitation. Specifically the clause in your Bonding Requirements (Section 10) which requires the Bonding Company to provide an "Irrevocable Letter of Commitment" to be in effect for up to 5 years or until a debris generating event occurs.

   The following is the actual verbiage included in section 10 of the 10-204/SLB RFP:

   "Proposal Form 2 – Proposal Bond shall also be accompanied by written Irrevocable Letter of Commitment from an A-or better rated Surety Company licensed to do business in the State of Florida to provide a ten million dollar ($10,000,000) Performance and Payment Bond on the AUTHORITY’S form (Attachment D) upon issuance of first Task Order."

   We are requesting this requirement be eliminated because this requirement does not take into account the potential changes that can occur to awarded companies during the term of the contract. Examples of what can change include (but are not limited to) companies being bought and sold, change of companies key staff, companies financial situation changing, companies ratings and status changing etc. This uncertainty around future company situations makes it very
difficult for Surety's to commit to the irrevocable letter and will consequently severely limit the companies which can respond to this bid.

Companies that would be unfairly prevented from bidding:

1) may be as if not more qualified than ones that could respond to the bid
2) may have a local presence thereby providing faster response time and more cost effective service respond during an "Event"
3) may have intimate local knowledge of the geographic areas including roads, traffic patterns, debris disposal sites etc, thereby efficiently performing the service and
4) may be able to provide undivided attention during an "Event", something that may be difficult for larger companies which try to cover large geographic regions thereby spreading themselves too thin during an "Event" consequently providing inferior service.

It is our opinion this requirement unfairly prevents companies from responding to this bid which in turn prevents SWA and Palm Beach County from having visibility to a larger population of qualified companies thereby limiting the ability to select the best PROPOSER(s).


FEMA recommends that a performance bond in the amount of 100% of contract value be set to guarantee performance.

The purpose of the Proposal Bond is to ensure PROPOSERS will execute an agreement and be bound by the contract terms and conditions when activated. The representative storm as stated in the RFP is priced in the $45-$50 million range therefore a request for a Proposal Bond of $500,000 is reasonable.

The Proposal Bond guarantee established in this document 5% of $10 mil = $500,000. The bond guarantees the companies that propose are fiscally responsible and able to perform the work.

Q-2. Per the addendum 1. Addendum 1, 1.1.4 Experience and Qualifications Narrative replaces Form B; Part V Proposal Forms, 3. Proposal Form 3 – Price Proposal also replaces Form B. It appears Form B is representative of 1.1.4 and not pricing. Please clarify?

A-2. Form B is representative of 1.1.4 Experience and Qualifications and does not include pricing. (see Revised Form B attached)

Q-3. On page 32 Proposal Form 3 – Price Proposal. 4.0 states to include disposal cost. Could you please clarify what you mean by disposal cost? Tipping fees are a pass through per FEMA 325 guideline Chapter 3 under Disposal. Typically the fee is a pass through and billed directly to the applicant, or the contractor sets up an account and then bills the applicant back at cost. There is no mark up for either party regarding tipping fees. We the contractor cannot assume what a disposal cost will be at the time of event. Please consider disposal costs as a pass through.

A-3. Proposal Form 3 – Price Proposal, Part A, Item 4.0 requires the PROPOSER to include the disposal/recycling cost per cubic yard for the final destination of reduced yard waste debris. This rate and the final destination plan for wood chips is required under Part III, Proposal Submission Requirements, Section 1.1.5, General Operations Plan, Item 1, Mulch Disposal Plan.
Q-4. Price Proposal page 34 – **Note Removal, Reduction and Disposal of Debris** – The County has requested a daily rate for a Knuckleboom Loader under the description of **Removal, Reduction and Disposal of Debris**.

Is the County requesting a daily rate for just the Knuckleboom Loader or does he County want a daily rate that would include reduction and final haul out of debris?

A-4. *See Revised Forms*

Q-5. P. 28 **Proposal Form 1 – Transmittal letter**

The top of the form states “To be typed on PROPOSER’S letterhead”

Does this mean that we are to retype all of Proposal Form 1 on our letter head in lieu of filling out Proposal Form 1 for the form to be deemed responsive?

A-5. *Yes, the Transmittal Letter must be submitted on PROPOSER’S letterhead*

Q-6. P. 41 **Proposal Form 8**

Do we need to show good faith efforts if we have procured a SBE Subcontractor to meet the 15% goal?


**ALL ELSE REMAINS THE SAME**

*Saundra L. Brady*

Saundra L. Brady
Director, Purchasing Services
### PROPOSER FORM 3 – PRICE PROPOSAL

#### PART A – VOLUME BASED PRICING FOR 3,000,000 CUBIC YARD (CY) DEBRIS DISASTER

<table>
<thead>
<tr>
<th>Item/Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Price Per CY</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.0</strong> Public Property and Right of Way Collection, Loading and Hauling to a designated Temporary Debris Site.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Vegetation</td>
<td>2,500,000</td>
<td>CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Construction Debris / Mixed Debris</td>
<td>500,000</td>
<td>CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2.0</strong> Temporary Debris Site operation to include placement of monitoring towers, portable toilets, keeping on-site and adjacent roads area clean of trash and garbage, debris acceptance, pile management, and phase I reclamation.</td>
<td>3,000,000</td>
<td>CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3.0</strong> Processing of debris through grinding and/or chipping.</td>
<td>2,500,000</td>
<td>CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4.0</strong> Loading, hauling and disposing wood chips to final destination. <em>(This rate includes disposal cost)</em></td>
<td>1,000,000</td>
<td>CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>5.0</strong> Volume reduction through air curtain incineration.</td>
<td>2,500,000</td>
<td>CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>6.0</strong> Loading and hauling of construction debris and/or mixed debris from Temporary Debris site to a permitted C&amp;D recycling facility or any other designated Disposal Facility. <em>(This rate shall not include disposal cost). Miles from TDRS to final destination – 1 way.</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. 0 \leq 20 miles</td>
<td>500,000</td>
<td>CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. &gt; 20 \leq 50 miles</td>
<td>500,000</td>
<td>CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. &gt; 50 \leq 80 miles</td>
<td>500,000</td>
<td>CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. &gt; 80 \leq 110 miles</td>
<td>500,000</td>
<td>CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>E. &gt; 110 \leq 200 miles</td>
<td>500,000</td>
<td>CY</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**AVERAGE: (Item 6.0 A-E)**

**AVERAGE** (Item 6.0 A-E) \* 500,000 CY = $ 

**TOTAL PROPOSAL PRICE:** (Items 1.0 - 4.0; 6.0) $ 

**PROPOSER MUST PROVIDE PRICE FOR ALL LINE ITEMS 1 THRU 6. FAILURE TO DO SO MAY RENDER YOUR PROPOSAL TO BE DEEMED NON-RESPONSIVE.**

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

Assumptions: 3,000,000 cubic yards of debris consisting of 2,500,000 cubic yards of vegetation debris and 500,000 cubic yards of mixed debris.
## PROPOSAL FORM 3 – PRICE PROPOSAL

### PART B – HOURLY RATES

**Debris Management Site Set-up and Closure and Debris Clearance for Access - Optional use by County and other Governmental Entities**

<table>
<thead>
<tr>
<th>Equipment and Labor Rates</th>
<th>Hourly Equipment Rate</th>
<th>Hourly Labor Rate</th>
<th>Total Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Equipment Type</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bobcat Loader</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Crew Foreman w/ Cell Phone and Pickup</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dozer, Tracked, D5 or similar</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dozer, Tracked, D6 or similar</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dozer, Tracked, D7 or similar</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dozer, Tracked, D8 or similar</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dozer, Tracked, D9 or similar</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dozer, Tracked, D10 or similar</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dozer, Tracked, D11 or similar</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dozer, Tracked, D12 or similar</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dump Truck, 18 CY-20 CY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dump Truck, 21 CY-30 CY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Generator and Lighting</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grader w/ 12’ Blade</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hydraulic Excavator, 1.5 CY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hydraulic Excavator, 2.5 CY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Knuckleboom Loader</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborer w/ Chain Saw</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborer w/ small tools, traffic control, flag person</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lowboy Trailer w/ Tractor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operations Manager w/ Cell Phone and Pickup</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pickup Truck, .5 Ton</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Soil Compactor 81 HP+</td>
<td></td>
<td></td>
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<tr>
<td>Soil Compactor to 80 HP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Soil Compactor, Towed Unit</td>
<td></td>
<td></td>
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<tr>
<td>Truck, Flatbed</td>
<td></td>
<td></td>
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<tr>
<td>Tub Grinder, 800 to 1,000 HP</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Water Truck</td>
<td></td>
<td></td>
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<tr>
<td>Wheel Loader, 2.5 CY, 950 or similar</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Wheel Loader, 3.5-4.0 CY, 966 or similar</td>
<td></td>
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<tr>
<td>Wheel Loader, 4.5 CY, 980 or similar</td>
<td></td>
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<tr>
<td>Wheel Loader-Backhoe, 1.0-1.5 CY</td>
<td></td>
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</tr>
</tbody>
</table>

**Other – Please List**

*Attach additional sheet with equipment type and labor rates, if needed*
## PART C – UNIT COST SCHEDULE

<table>
<thead>
<tr>
<th>ITEM</th>
<th>HAZARDOUS STUMP REMOVAL, HAULING, AND DISPOSAL</th>
<th>UNIT</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6 inch diameter to 12 inch diameter</td>
<td>Stump</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>13 inch diameter to 24 inch diameter</td>
<td>Stump</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>25 inch diameter to 48 inch diameter</td>
<td>Stump</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>49 inch diameter and greater</td>
<td>Stump</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Stump Fill Dirt – Fill dirt for stump holes after removal</td>
<td>CY</td>
<td></td>
</tr>
</tbody>
</table>

### HAZARDOUS TREE REMOVAL, HAULING, AND DISPOSAL

<table>
<thead>
<tr>
<th>ITEM</th>
<th>HAZARDOUS TREE REMOVAL, HAULING, AND DISPOSAL</th>
<th>UNIT</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>6 inch diameter to 12 inch diameter</td>
<td>Tree</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>13 inch diameter to 24 inch diameter</td>
<td>Tree</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>25 inch diameter to 48 inch diameter</td>
<td>Tree</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>49 inch diameter and greater</td>
<td>Tree</td>
<td></td>
</tr>
</tbody>
</table>

### NOTE:

The following is information only and will NOT be considered in the evaluation of this RFP.

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

### REMOVAL, AND TRANSPORTING OF DEBRIS TO AN APPROVED SWA DISPOSAL/RECYCLING FACILITY

<table>
<thead>
<tr>
<th>EQUIPMENT</th>
<th>DAILY RATE (10 HRS/DAY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Knuckleboom Loader and Operator</td>
<td>$</td>
</tr>
</tbody>
</table>

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

Debris Removal, Debris Site Operations/Processing, and Disposal Experience as a Prime Contractor ONLY

List all activations for which your company performed as the Prime Contractor for the past three (3) years (commencing June 1, 2013)

<table>
<thead>
<tr>
<th>Disaster Name</th>
<th>Date</th>
<th>Location</th>
<th>Services Provided</th>
<th>Contract Amount</th>
<th>TTL CY Collected or Processed</th>
<th>Contact Name, Address, Phone #</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>
REQUEST FOR PROPOSAL

FOR

DISASTER DEBRIS MANAGEMENT AND SUPPORT SERVICES

RFP NO. 14-244/MRK

APRIL 2014

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FLORIDA 33412
(561) 640-4000
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## PART VI
### ATTACHMENTS
A. Sample Agreement
1. Purpose

The purpose of this Request for Proposal (RFP) is to solicit formal written Proposals from experienced and qualified individuals, corporations, partnerships and other legal entities (PROPOSER) to provide Disaster Debris Management and Support Services for the Solid Waste Authority of Palm Beach County (AUTHORITY).

2. Selection Process and Evaluation

The selection process will be conducted by the Selection Committee in accordance with, but not limited to, the methods and criteria described in Part IV – Proposal Evaluation and Award.

3. Procurement Schedule

A summary schedule of the major activities associated with the AUTHORITY’S procurement process for this Project is presented in Table 1 – Procurement Schedule. The AUTHORITY, at its sole discretion, may modify the schedule as it deems appropriate. The AUTHORITY will notify of any changes in association with submittal dates by written Addenda in accordance with Part I, Section 6 – Addenda.

Table 1 - Procurement Schedule

<table>
<thead>
<tr>
<th>No.</th>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Issue RFP</td>
<td>April 10, 2014</td>
</tr>
<tr>
<td>2</td>
<td>Last Date for Authority to Receive Questions on RFP</td>
<td>April 21, 2014</td>
</tr>
<tr>
<td>3</td>
<td>Last Date for Authority to Issue Addendum in Response to Questions</td>
<td>April 25, 2014</td>
</tr>
<tr>
<td>4</td>
<td>Proposal Submission Due Date</td>
<td>May 1, 2014</td>
</tr>
<tr>
<td>5</td>
<td>Selection Committee Meeting, tentative date</td>
<td>May 8, 2014</td>
</tr>
</tbody>
</table>

4. Proposal Submission and Withdrawal

The AUTHORITY must receive all Proposals no later than 2:00 P.M., Eastern Time, on the date established in Part I, Section 3 – Procurement Schedule, at the following address:

Mr. Maciej Kadzinski, Procurement Manager, Purchasing Services
Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, FL 33412

The AUTHORITY cautions those submitting Proposals to assure actual delivery of mailed or hand-delivered Proposals directly to the AUTHORITY’S Purchasing Services office at 7501 North Jog Road in West Palm Beach, Florida, prior to the deadline set for receiving Proposals. If the Proposal is hand delivered, deposit it with the Purchasing Specialist in the Administration Building. Telephone confirmation of timely receipt of the Proposals may be made by calling (561) 640-4000 ext 4527 before the deadline. All Proposals received after the established deadline will be rejected and returned unopened.
PROPOSER may withdraw their Proposal by notifying the AUTHORITY’S Purchasing Services office in writing at any time prior to the time set for the Proposals receipt deadline. PROPOSERS may withdraw their Proposals in person or through an authorized representative. Proposals, once opened, become the property of the AUTHORITY and will not be returned to the PROPOSERS.

5. Communication Protocol

All questions and communications concerning this procurement process must be directed to Mr. Maciej Kadzinski, Procurement Manager. All requests for clarifications or additional information must be submitted in writing via electronic mail to mkadzinski@swa.org, or by facsimile to 561-640-3400. All questions shall be submitted no later than the date specified in Table 1 – Procurement Schedule. The AUTHORITY will record its responses to questions, if any and address them in the form of a written Addendum.

6. Addenda

Should revisions to the RFP become necessary, the AUTHORITY will issue written Addenda. All Addenda must be acknowledged. This Acknowledgement must be included in Proposal Form 1 – Transmittal Letter. PROPOSER’S submittal may be rejected as non-responsive if PROPOSER has failed to submit Proposal without Addenda Acknowledgement.

All PROPOSERS should contact the AUTHORITY no more than five (5) calendar days before the due date for receiving Proposals to ascertain whether any Addenda have been issued. Failure of the PROPOSER to make this inquiry could result in its Proposal being non-responsive in the event addenda were issued and not acknowledged by the PROPOSER in their submittal.

No Addenda will be issued later than five (5) calendar days prior to the due date for receipt of Proposals except an Addendum withdrawing the RFP or one that includes postponement of the date for receipt of Proposals.

7. Rights of the AUTHORITY

This RFP constitutes an invitation for submission of Proposals to the AUTHORITY. This RFP does not obligate the AUTHORITY to procure or contract for any of the scopes of services set forth in this RFP. The AUTHORITY reserves and holds at its sole discretion, various rights and options under Florida law, including without limitation, the following:

- To prepare and issue addenda to the RFP that may expand, restrict, or cancel any portion or all work described in the RFP without obligation to commence a new procurement process or issue a modified or amended RFP;
- To receive questions from potential PROPOSERS and to provide such answers in writing as it deems appropriate;
- To waive any informalities, technicalities or irregularities in the Proposals submitted;
- To reject any and all Proposal submissions;
- To change the date for receipt of Proposals or any deadlines and dates specified in the RFP;
- To change the procurement and/or selection process prior to receipt of Proposals;
- To conduct investigations with respect to the information provided by each PROPOSER and to request additional information (either in writing or in presentations and interviews) to support such PROPOSER’S responses and submittals;
• To visit facilities referenced in the PROPOSER’S submittal at any time or times during the procurement process;
• To seek clarification of Proposals from the PROPOSERS either in writing or in presentations and interviews, and;
• To cancel the RFP with or without the substitution of another RFP.

8. Proposal Preparation Costs

The AUTHORITY accepts no liability for costs and expenses incurred by the PROPOSER in preparation and submission of Proposals and responses to clarifications from the AUTHORITY, potential site visits and interviews, negotiations, future RFP or any other work performed in connection with the Proposal. Each PROPOSER that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the AUTHORITY for the costs and expenses associated with the process. PROPOSER should prepare their submittal providing a straightforward and concise description of the PROPOSER’S ability to meet the requirements of the RFP. Unnecessarily elaborate brochures, art work, expensive paper, bindings, visual and other presentation materials, beyond that sufficient to present a complete and effective response to this RFP is not desired.

9. Disclaimer of RFP Accuracy

The AUTHORITY assumes no responsibility for the completeness or the accuracy of the information presented in this RFP, or otherwise distributed or made available during this procurement process. Without limiting the generality of the foregoing, the AUTHORITY will not be bound by or responsible for any explanation or interpretation of the RFP documents other than those given in written addenda. In no event shall PROPOSERS rely on any oral statement by the AUTHORITY, its staff, agents, advisors, or consultants.

Any PROPOSER that submits in its Proposal to the AUTHORITY any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration.

10. Non-Collusion Affidavit

The PROPOSER is required to submit Proposal Form 3 – Non-Collusion Affidavit stipulating Agreement to the following: “PROPOSER certifies that its Proposal is made without previous understanding, Agreement, or connection with any person, firm, or corporation making a Proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action”.

11. Public Entity Crimes

Pursuant to Section 287.133(2)(a), as amended: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, provider supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Sealed bids, proposals, SOQs, or replies received by the AUTHORITY pursuant to a competitive solicitation are exempt from s. 119.07(1) and s.24(a), Article I of the State Constitution until such time as the AUTHORITY provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, SOQs, or final replies, whichever is earlier. As such, the AUTHORITY shall not in any way be liable or responsible for the disclosure or result of disclosure of any submissions or portions thereof submitted in response to the RFP.

The law provides for certain exclusions to disclosure. If the PROPOSER believes that some information contained in their Proposals is exempt from disclosure, the PROPOSER is instructed to label such information as confidential, specify the pertinent section of the public record law that justifies nondisclosure, and request in writing the AUTHORITY keep such information confidential and free from disclosure. The AUTHORITY reserves the right to make any final determination of the applicability of the public records law. In addition, all Proposals received by the submission date will become the property of the AUTHORITY and will not be returned.

Oral presentations, meetings where PROPOSER(S) is answering questions, negotiations, and AUTHORITY meetings to discuss negotiation strategy are exempt from public access.

13. Posting of Recommendation for Award

Recommendation for Award will be posted on the date of the Selection Committee meeting for a period of five (5) calendar days. Failure to file a protest to the Director of Purchasing Services within the time prescribed, as more fully detailed in the AUTHORITY’S Purchasing Manual, Section 10, shall constitute a waiver of proceedings.

It is the PROPOSER’S sole responsibility to ascertain the time and date of posting of the Recommendation for Award. This may be accomplished by telephone, fax, e-mail, or other means deemed timely by the PROPOSER.

14. Insurance

The awarded PROPOSER(S) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached Sample Agreement, Attachment A. In the event the PROPOSER(S) is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the PROPOSER(S) insurance coverage, policies or capabilities may be grounds for rejection of the proposal(s) and rescission of any ensuing agreement(s).

15. Cone of Silence

PROPOSERS are advised that a Cone of Silence that prohibits any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between PROPOSERS or any person representing the PROPOSERS and any member of the Solid Waste Authority Governing Board, their staff, any AUTHORITY employee authorized to act on behalf of the AUTHORITY to award the contract under this response, or any member of the selection committee authorized to evaluate the response.

The Cone of Silence shall be in effect as of the deadline to submit response even if response is withdrawn or is otherwise eliminated from consideration consistent with the procedures as outlined in this RFP. The Cone of Silence shall remain in effect until the Governing Board, or AUTHORITY staff, if authorized to act on behalf of the Board, awards or approves the contract, rejects all responses or otherwise takes action which ends the solicitation process.
The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conference, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the Board and protest hearings. Further, the Cone of Silence shall not apply to contract negotiations between AUTHORITY employees and the intended awardees, any dispute resolution process following the filing of a protest between the person filing the protest and any AUTHORITY employee, or any written correspondence at any time with any AUTHORITY employee, Board member or Advisory board member, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The Governing Board by means of action taken at any properly noticed Governing Board meeting may invoke the cone of silence earlier than the time specified in this section for any procurement.

16. Agreements with other Governmental Entities

All PROPOSERS submitting a response to this RFP agree that such response also constitutes a response to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this RFP, should the successful PROPOSER deem it in the best interest of their business to do so. The Agreement(s) resulting from this RFP in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from re-solicitation for any or all items specified in this RFP.

17. Scrutinized Companies

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

18. Inspector General

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

The AUTHORITY is seeking proposals from experienced and qualified PROPOSERS to provide Disaster Debris Management and Support Services for the AUTHORITY. Selected PROPOSER (CONSULTANT) is expected to be extremely knowledgeable in Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) regulations, guidelines and operating policies. The CONSULTANT will support the AUTHORITY during a disaster recovery effort and will be responsible for the overall monitoring of debris collection. The CONSULTANT shall coordinate with the Disaster Debris Removal Contractor(s) and the AUTHORITY to ensure a compliant, well-managed and organized approach to debris collection and disposal within FEMA guidelines.

The AUTHORITY intends to utilize an automated debris management system (ADMS) and anticipates that the Disaster Debris Removal Contractor(s) will provide vehicle certification placards.

The AUTHORITY will provide a Field Service Representative for each AUTHORITY’S Franchise Service Area (1-5) to oversee and monitor the collection activity within these service areas and to work directly with the Disaster Debris Removal Contractor(s) and the CONSULTANT to schedule all work. The AUTHORITY will provide temporary debris management sites (DMS).

The AUTHORITY currently has an Enterprise GIS System which utilizes ESRI’s ArcGIS Server, ArcGIS Desktop Advanced, and Microsoft’s SQL Server. Data is published to staff and the public using Rolta’s Onpoint, which is a thin client for ESRI’s ArcServer.

The AUTHORITY’S Disaster Debris Removal Contractor(s) will provide the manpower and collection equipment in a timely manner to safely remove disaster debris as soon as possible. Additionally, the AUTHORITY’S Disaster Debris Removal Contractor(s) will open and operate DMS and immediately begin processing material on site and begin shipping material to final destination within ten (10) days of opening.

The purpose of this RFP is to put in place an indefinite delivery/indefinite quantity Agreement for Disaster Management and Support Services based upon the specifications detailed herein. Task Orders will be issued against the Agreement, as necessary to complete work. What follows is a general description of the work anticipated.

2. Scope of Services

The scope of services to be provided pursuant to this RFP includes Project/Operations Management, Collection Monitoring, ADMS, Data Processing and Management, DMS Monitoring, Debris Vehicle Certification, Damage Complaint Tracking, Data Compilation and Reporting, Payment Monitoring and Reconciliation Processing, Reporting and Coordinating with the AUTHORITY’S Project/Operations Manager, and other related services as outlined in this section.

PROPOSERS are advised to propose based on the entire scope of services as defined herein, however the AUTHORITY reserves the right to select which specific services the CONSULTANT will provide and to add or delete services throughout the term of any resulting agreement with mutual consent.

2.1 Project/Operations Management

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

2.2 Collection Monitoring

The CONSULTANT will be responsible for monitoring and certifying all AUTHORITY’S authorized collection activities. This responsibility includes monitoring and certifying all debris loads to ensure eligibility for federal reimbursement, providing trained collection monitors, exercising quality control over the debris monitoring activity, and providing daily feedback to the AUTHORITY. CONSULTANT shall ensure that all Disaster Debris Removal Contractor(s) loads are correctly captured by their ADMS.

The CONSULTANT shall photographically document daily collection activities. CONSULTANT shall identify and document all leaners, hangers and stumps and coordinate with federal and state representatives to ensure eligibility and maximum reimbursement.

Additionally, the CONSULTANT shall coordinate with the AUTHORITY to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc.

CONSULTANT’S staff should be equipped with modern communication equipment. CONSULTANT shall have the ability to maintain shapefiles or geodatabases of collection passes, customer complaints and leaners, hangers and stumps including photos, and to track these issues using a GIS and provide an updated shapefile or geodatabase to the AUTHORITY on an appropriately determined schedule.

2.3 ADMS

Per FEMA policy document 327 Public Assistance Debris Monitoring Guide, recent advances in automated debris management tracking systems provided real-time, automated tracking and reporting. FEMA embraces technological advancements and recognizes the potential benefits of these automated systems.

The CONSULTANT shall provide an electronic automated debris management system that shall create load tickets electronically, eliminating the need for had written and scanned tickets. The ADMS features shall include, at a minimum, the following:

1. Paperless electronic (handheld device) load ticket generation and data collection;
2. Debris vehicle certification data capture at certification site;
3. Encrypted and secure field data transfer (field to DMS, DMS to server);
4. Accessible secure database for government and Disaster Debris Removal Contractor(s) use. Database will be internet accessible by Disaster Debris Removal Contractor(s), AUTHORITY, State and other public entities on a need to know basis;
5. Minimal manual entry of load ticket data fields (e.g., load call, type of debris);
6. Automation of debris pickup location thru use of GPS technologies;
7. Evaluation of daily event status using web-based reporting and GIS tools;
8. Coordination of Disaster Debris Removal Contractor(s) invoices, FEMA documentation and applicant payment process enabled thru an integrated database management system;
9. CONSULTANT shall use an ADMS during the performance of services under this agreement for managing the collection, transport, and/or disposal of debris.

The AUTHORITY has Interlocal Agreements for Disaster Debris Management with municipalities to deliver eligible storm debris to AUTHORITY’s DMS. These municipalities may choose to use the current AUTHORITY’S paper load ticket system.
The municipalities must submit a legible and complete paper load ticket at the AUTHORITY’S DMS with each load. The AUTHORITY will provide the truck certification, placard, and load tickets for these municipalities. CONSULTANT will be responsible to enter paper load ticket data.

2.4 DMS Monitoring

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

2.5 Debris Vehicle Certification

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

2.6 Damage Complaint Tracking

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

2.7 Data Compilation and Reporting

The CONSULTANT will be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data and vehicle certifications, project records, photos and manifests, etc., to support federal (FEMA), state and local reimbursements, and subsequent audits.

The CONSULTANT will be responsible for providing regular status updates to the AUTHORITY. This reporting will include creating, updating and maintaining a database to include all information on debris removal and disposal, including number of loads and types, vehicle certification, stump, hanger and leaner information and images. All electronic reporting will be provided in a format acceptable to the AUTHORITY and the AUTHORITY shall have access to the database to perform queries and produce reports. The AUTHORITY will require the CONSULTANT to meet minimum standards for the timeliness of data reporting.

2.8 Payment Monitoring and Reconciliation Processing

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

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

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

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1. Proposal Submission Requirements and Format

The AUTHORITY must receive all Proposals no later than 2:00 P.M., Eastern Time on the date established in Part I, Section 3 – Procurement Schedule and Section 4 – Proposal Submission and Withdrawal. PROPOSERS shall submit one (1) original and five (5) photocopied sets. The complete Proposal Package shall be submitted in a sealed envelope.

The Proposal Package shall be clearly labeled on the outside with the PROPOSER’S name and address, and shall be identified as follows: RFP No. 14-244/MRK – Disaster Debris Management and Support Services. Failure by the PROPOSER to provide the above information on the outside of the envelope may result in the rejection of the PROPOSER’S submittal.

Original and photocopies should be bound into spiral bound or three-ring binder. Proposal pages should be numbered. Marketing brochures or any other information not pertaining to this RFP shall not be included in the Proposal.

1.1 Content

The PROPOSER shall provide the appropriate information in accordance with the content requirements set forth in the following subsections. To allow the Selection Committee to more effectively review the Proposals, PROPOSERS are to provide all requested information in the order and in the format requested below.

1.1.1 Title Page

The Title Page shall include the RFP Title and Number. The page shall indicate clearly the name of the PROPOSER submitting the Proposal and the name, address, phone number, fax number and e-mail address of the PROPOSER’S designated contact person. The PROPOSER’S designated contact person is the individual who shall be the main point of contact for the AUTHORITY to communicate with regarding this procurement.

1.1.2 Table of Contents

1.1.3 General Information

PROPOSER shall provide completed Proposal Forms 1 – 7 as follows:

1.1.3.1 Proposal Form 1 – Transmittal Letter

PROPOSER shall submit a completed Proposal Form 1 – Transmittal Letter acknowledging, among other things, that the PROPOSER has completely reviewed, understands, and agrees to be bound by the requirements of this RFP. The Proposal Transmittal Letter shall be signed by a representative of the PROPOSER who is empowered to sign it and to commit the PROPOSER to the obligations contained in the Proposal.
1.1.3.2 Proposal Form 2 – Price Proposal

PROPOSER shall submit a completed Proposal Form 2 – Price Proposal. The quantities used in the Proposal Form 2 – Price Proposal are estimated. No minimum or maximum amount of work is being promised. The AUTHORITY reserves the right to add and/or remove a position/service and increase or decrease the total quantities throughout the term of the Agreement. PROPOSER shall provide a price on every item to be considered in the evaluation of his/her submittal.

The AUTHORITY reserves the right to request: additional pricing, explanations for any out-of-balance pricing, explanations for any pricing it deems too low or too high, and to negotiate a best and final price with the highest ranked PROPOSER(S).

1.1.3.3 Proposal Form 3 – Non-Collusion Affidavit

PROPOSER shall provide a completed Proposal Form 3 – Non-Collusive Affidavit as described in Part I, Section 10 – Non-Collusion Affidavit.

1.1.3.4 Proposal Form 4 – Drug-Free Workplace

PROPOSER shall provide a completed Proposal Form 4 – Drug-Free Workplace.

1.1.3.5 Proposal Form 5 – Schedule No. 1 – Participation of SBE – M/WBE Firms

PROPOSER shall provide a completed Proposal Form 5 – Schedule No. 1 – Participation of SBE – M/WBE Firms, if applicable.

1.1.3.6 Proposal Form 6 – Schedule No. 2 – Letter of Intent to Perform as a SBE-M/WBE Sub-Contractor/Supplier

PROPOSER shall provide a completed Proposal Form 6 – Schedule No. 2 – Letter of Intent to Perform as a SBE-M/WBE Sub-Contractor/Supplier, if applicable.

1.1.3.7 Proposal Form 7 – Schedule No. 3 – Statement of Good Faith Efforts

PROPOSER shall provide a completed Proposal Form 7 – Schedule No. 3 – Statement of Good Faith Efforts, if applicable.

1.1.4 Minimum Requirements

The PROPOSER shall substantiate in its submittal that it meets or exceeds the following minimum requirements. Failure to do so may be cause for disqualification of its submittal:

1. PROPOSER must be engaged in providing the services as outlined in this RFP;

2. PROPOSER must have a demonstrated comprehensive understanding in areas listed in this RFP. Understanding and previous experience are essential criteria in the qualifying process;

3. PROPOSER’S personnel and management to be utilized for the services described in this RFP shall be knowledgeable in their areas of expertise. The AUTHORITY reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract.

1.1.5 Experience and Qualifications

PROPOSER shall submit the following:

1. PROPOSER’S Credentials: Details on the qualifications of the firm, including a brief history of the firm, documentation of the firm’s experience providing services similar to those requested in this
RFP and the number of years in business. Qualifications for all sub-contractor(s) should also be included in this section;

2. **Expertise of Designated Staff**: Describe the qualifications and experience of personnel that will provide these services including demonstrated knowledge and understanding of the types of services to be performed; previous experience in similar or related work, local codes, laws and regulations governing the work;

3. **Past Performance**: PROPOSER shall provide any information that documents successful and reliable experience in past performance, especially those performances related to the requirements of this RFP. Related experience shall be restricted to those assignments undertaken within the last five (5) years;

4. **Managerial Capabilities**: Provide evidence of the firm’s ability to manage tasks simultaneously and expeditiously and describe firm’s approach to problem/task resolution and teamwork;

5. **References**: List a minimum of three (3) former references (name, contact persons, telephone number and email address) for similar projects only, who can attest to the firm’s knowledge, quality of work, timeliness, diligence and flexibility;

6. **Current Contracts**: PROPOSER shall provide a list of all city, county, state or federal disaster service related contracts which he/she is currently obligated to fulfill during the initial term of this agreement. PROPOSER shall also disclose any contractual relationship with FEMA, or any other entity that may pose a conflict of interest or prevent the PROPOSER, if selected, from fulfilling its obligations to the AUTHORITY.

7. **Invoice Processing**: The PROPOSER shall provide a description of its invoicing process.

1.1.6 **Technical**

In this section PROPOSER must explain the Statement of Work as understood by the PROPOSER and detail the approach, activities and work products. PROPOSER shall also provide the following:

1. A detailed list of all services that the firm is able to provide and explain how these services will be accomplished;

2. Address, in the order presented, all of the services outlined in Section 2, Scope of Services, and its subsections;

3. Provide a guaranteed response time and schedule of services;

4. A list of any assistance the AUTHORITY may be requested to provide to the selected CONSULTANT;

5. Other information the PROPOSER may deem advantageous to demonstrate understanding and approach to the work.

1.1.7 **Small Business Enterprise (SBE) Participation**

The Governing Board of the AUTHORITY has set 15% as the AUTHORITY’S goal for Small Business Enterprise (SBE) participation in contracts and purchases. **PROPOSER shall submit a Plan showing how he/she will assist the AUTHORITY in achieving this goal through SBE subcontractor participation or any other method.** The goal is to encourage doing business with certified SBE’S
certified from an agency of the State of Florida or another Florida local governmental agency (the AUTHORITY does not have a certifying office). Proof of current certification from these governmental entities will be required. The AUTHORITY will require documentary proof of the implementation, progress and final outcome of the proposed Plan.

A PROPOSER who is SBE need not submit a Plan. Documentary proof of PROPOSER’S status as SBE must be submitted in the response to this RFP. Although the PROPOSER may be SBE him/herself, involvement of other SBE’S as suppliers or sub-consultants under SBE PROPOSER is still encouraged. Non-certified SBE status claimed by the PROPOSER for him/herself may be submitted but is subject to stringent verification by the AUTHORITY.

If PROPOSER is not SBE, then Proposal Form 5 – Schedule No. 1, Proposal Form 6 – Schedule No. 2, and Proposal Form 7 – Schedule No. 3 contain SBE Model Plan acceptable to the AUTHORITY for use by PROPOSER in response to this RFP. The intent of the Model Plan format is to reflect the percentage of SBE participation pledged by PROPOSER and/or proof of the “good faith” effort expended attempting to enlist potential participants. Alternate plans may be acceptable to the AUTHORITY, at its sole discretion, so long as substantially the same information is provided.

If the PROPOSER has not been able to achieve 15% SBE documented participation in Proposal Form 5 – Schedule No. 1 and Proposal Form 6 – Schedule No. 2, then Proposal Form 7 – Schedule No. 3 is required. NOTE: M/WBE information is being collected for tracking purposes only. M/WBE participation will not be counted towards 15% SBE goal participation.

Failure of the PROPOSER to provide any/all of the foregoing requested items may disqualify the PROPOSER at the discretion of the AUTHORITY.

The PROPOSER’S Plan will be incorporated into the Agreement between the PROPOSER and the AUTHORITY. In addition to the required Plan, the successful PROPOSER shall demonstrate a determined effort to implement the Plan.

1.1.8 Local Preference Qualification and Application

In order to qualify to receive points for Local Preference, a PROPOSER must have had its headquarters or branch office located within Palm Beach County for a minimum of one (1) year. PROPOSER must have been incorporated or legally begun business, being fully licensed, at least one (1) year prior to the issuance of this RFP. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required and will be used to verify that the PROPOSER had a permanent place of business one (1) year prior to the issuance of this RFP. In addition, the name and address on the Business Tax Receipt must be the same name and address that is included in the submittal to the AUTHORITY, and that the attached Business Tax Receipt must accompany the RFP at the time of submission. Copies of licensure, leased of office space (or proof of ownership of office site) may be required by AUTHORITY staff as proof of compliance. The PROPOSER’S office must be of a permanent nature not temporary or transient (i.e., mobile homes shall be without wheels and permanent affixed to the land). The PROPOSER’S office shall be fully staffed with personnel including at least one of those assigned to the AUTHORITY’S projects, office furniture, office equipment, and, if applicable, professional equipment/computers as required by the type of work to be performed. A site visit by AUTHORITY staff may be required to confirm local presence. PROPOSER will be required to maintain said office, or other AUTHORITY approved offices, for the entire term of the contract. Failure to submit this information will cause the firm not to be qualified under this section to qualify for Local Preference. The AUTHORITY may require a PROPOSER to provide additional information for clarification purposes at any time prior to the award of the contract.
1. PROPOSER must acknowledge ownership or licensing of a proprietary ADMS. PROPOSER must demonstrate in its proposal that it maintains on hand sufficient automated debris tracking equipment (minimum 150 handheld devices) dedicated to meet the needs of the AUTHORITY. If PROPOSER is licensing such technology, PROPOSER must provide a written letter from licensor acknowledging licensor has a minimum of 150 devices on hand for PROPOSER’S use in the event of a disaster and that such devices will be made available for the AUTHORITY’S recovery efforts. PROPOSER shall include graphic illustration and explanation of system capability and security (encryption) and be prepared to demonstrate system functionality, if requested, at the time of proposal evaluation and/or interview. PROPOSER must demonstrate that the ADMS will provide paperless ticketing from day one of debris removal operations. PROPOSER shall include a list of ADMS deployments undertaken at a minimum within the last 5 years;

2. Provide evidence of current levels of insurance in areas of General Liability, Automobile Liability, Workers’ Compensation, and Professional Liability;

3. Provide a statement of PROPOSER’S financial security, strength, resources and capabilities to include financial reports and current or prior bankruptcy proceedings, if applicable;

4. Identify the type of business entity involved (e.g., sole proprietorship, partnership, corporation, etc.). Identify whether the business entity is incorporated in Florida, another state, or a foreign country;

   If PROPOSER is a corporation, provide certification from the Florida Secretary of State verifying PROPOSER’S corporate status and good standing, and in the case of out-of-state corporations, evidence of authority to do business in the State of Florida. Additionally, indicate the Parent Organization(s) that the PROPOSER is a subsidiary of and the identification of any subsidiaries of the PROPOSER, if any;

5. Provide a summary of any litigation filed against the PROPOSER in the past three years which is related to the services that PROPOSER provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved;

6. Additional Data - Any additional information, which the PROPOSER considers pertinent for consideration, should be included in a separate section of the proposal.

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1. General

All Proposals submitted in response to this RFP will be evaluated by the AUTHORITY’S Selection Committee based on the information supplied per Part III – Proposal Submission Requirements and utilizing criteria specified in Part IV – Proposal Evaluation and Award.

2. Evaluation Criteria

The review and analysis of the Proposals by the Selection Committee will be based on the following criteria:

- Submission of a complete package including all Forms
- Minimum Requirements
- Experience and Qualifications
- Technical
- Price Proposal
- Small Business Enterprise Participation
- Local Preference
- Other

3. Evaluation Method

Selection Committee members will conduct a completeness review of the Proposals. Proposals must include all requirements specified in Part III – Proposal Submission Requirements. Minor informalities may be waived by the AUTHORITY. Those Proposals found to be complete, will then be ranked by individual members. At its discretion the AUTHORITY may require any PROPOSER(S) to make an oral presentation of his/her submittal. An oral presentation provides an opportunity for the PROPOSER(S) to clarify his/her submittal for the AUTHORITY. The AUTHORITY, if deemed necessary, will notify the PROPOSER(S) and schedule an oral presentation.

Table 2 – Evaluation Criteria and Points provide guidelines for the Selection Committee members for the ranking of Proposals. In each category where points are to be assigned, PROPOSERS may receive up to the maximum allowable number of points from an individual Selection Committee member. Total points of each Selection Committee member for each Proposal will be tallied and averaged. Proposal with highest total average score will be ranked first.

**Table 2 - Evaluation Criteria and Points**

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<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>POINTS</th>
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<td>Other</td>
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<td><strong>TOTAL:</strong></td>
<td><strong>100</strong></td>
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</tbody>
</table>
4. **Award**

The AUTHORITY anticipates award to the PROPOSER who submit the Proposal judged by the AUTHORITY to be the most advantageous.

The AUTHORITY intends to enter into the Agreement negotiations with the highest ranked PROPOSER. If the AUTHORITY and the highest ranked PROPOSER cannot negotiate a successful Agreement, the AUTHORITY may terminate such negotiations and begin negotiations with the next highest ranked PROPOSER. No PROPOSER shall have any rights against the AUTHORITY arising from such negotiations.

The price structure submitted in the Proposals shall be firm. However, the AUTHORITY reserves the right to negotiate a “best and final” price with the highest ranked PROPOSER.

The Agreement will be for a term of three (3) years with option to extend for three (3) additional years.

The PROPOSER understands that this RFP does not constitute an agreement or a contract with the PROPOSER. An official agreement or contract is not binding until Proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the AUTHORITY, and executed by the parties. A Sample Agreement is attached to this RFP. The AUTHORITY anticipates that the final agreement will be in substantial conformance with the Sample Agreement; nevertheless, PROPOSERS are advised that any agreement, which may result from this RFP, may deviate from the Sample Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**
The following Proposal Forms are included:

Proposal Form 1 – Transmittal Letter
Proposal Form 2 – Price Proposal
Proposal Form 3 – Non-Collusion Affidavit
Proposal Form 4 – Drug-Free Workplace
Proposal Form 5 – Schedule 1
Proposal Form 6 – Schedule 2
Proposal Form 7 – Schedule 3

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
(To be typed on PROPOSER’S Letterhead)

[Date]

Mr. Maciej Kadzinski, MBA, C.P.M., CPPO, CPPB
Procurement Manager, Purchasing Services
Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, FL 33412

Dear Mr. Kadzinski:

[PROPOSER] hereby submits its Proposal in response to the Request for Proposal (RFP) for Disaster Debris Management and Support Services issued by the Solid Waste Authority of Palm Beach County (AUTHORITY) in April 2014.

As a duly authorized representative of the PROPOSER, I hereby certify, represent and warrant, on behalf of the PROPOSER team, as follows in connection with the Proposal:

1. The PROPOSER acknowledges receipt of the RFP and the following Addenda:

   No. | Date
   --- | ---
   __________________ | __________________
   __________________ | __________________

2. The submittal of the Proposal has been duly authorized by, and in all respects is binding upon, the PROPOSER.

3. All information and statements contained in the Proposal are current, correct and complete, and are made with full knowledge that the AUTHORITY will rely on such information and statements in qualifying PROPOSER.

4. The PROPOSER certifies under penalties of perjury that the RFP has been prepared and is submitted in good faith without collusion, fraud or any other action with any other person taken in restraint of free and open competition for the services contemplated by the RFP. As used in this Proposal Form, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

5. The PROPOSER is not currently suspended or debarred from doing business with any governmental entity.

6. The PROPOSER has reviewed all of the engagements and pending engagements of the PROPOSER, and no potential exists for any conflict of interest or unfair advantage.

7. No person or selling agency has been employed or retained to solicit the award of the Agreement under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the PROPOSER.
8. The principal contact person who will serve as the interface between the AUTHORITY and the PROPOSER for all communications is:

Name: ________________________________
Title: ________________________________
Mailing Address: ________________________________
Phone: ________________________________
Fax: ________________________________
E-mail: ________________________________

The PROPOSER has carefully examined all documents constituting the RFP and the addenda thereto and, being familiar with the work and the conditions affecting the work contemplated by the RFP and such addenda, offers to furnish all labor, materials, supplies, equipment, facilities and services which are necessary, proper or incidental to carry out such work as required by and in strict accordance with this RFP and the Proposal.

______________________________
Name of Proposer

______________________________
Print Name of Designated Signatory

______________________________
Signature

______________________________
Title

State of ________________________________
County of ________________________________
On this _________ day of _____________, 20____, before me appeared ________________________________ personally known to me to be the person described in and who executed this ________________________________ and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

______________________________
Signature

Notary Public in and for the State of ________________________________

(Affix Seal here)

Residing at ________________________________

My commission expires ________________________________
PROPOSAL FORM 2 – PRICE PROPOSAL

PROPOSER shall provide a completed Proposal Form 2 – Price Proposal and provide a price on every item to be considered in the evaluation of his/her submittal.

<table>
<thead>
<tr>
<th>ITEM NO / POSITION DESCRIPTION</th>
<th>ESTIMATED ANNUAL HOURS</th>
<th>UNIT PRICE PER HOUR</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project Office/Principal</td>
<td>200</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2. Project Manager</td>
<td>700</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3. Operations Manager</td>
<td>1,900</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4. FEMA Reimbursement Manager</td>
<td>500</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5. Operations Specialist</td>
<td>700</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6. Field Supervisor</td>
<td>8,000</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7. Engineer/Scientist/Professional</td>
<td>400</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>8. Environmental Consultant</td>
<td>700</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9. Environmental Field Technician</td>
<td>700</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>10. Data Manager</td>
<td>700</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>11. GIS Analyst/Specialist</td>
<td>200</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>12. Administrative Support</td>
<td>1,200</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>13. DMS Monitor</td>
<td>22,000</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>14. Field Monitor</td>
<td>43,000</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>15. Call Center Operator</td>
<td>4,300</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>16. Data Entry Clerk-Paper Ticket</td>
<td>500</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL PROPOSAL PRICE:** (Items 1 - 16) $

Proposed fees shall be fully loaded and include all expenses and equipment, including but not limited to, ADMS, travel related expenses, meal allowances, hotel rooms, and any other relevant out of pocket expenses, as well as vehicles, electronics, communications equipment and any other equipment, facilities, or infrastructure necessary to carry out the task.
PROPOSAL FORM 3 – NON-COLLUSION AFFIDAVIT

State of ____________________________

County of __________________________

Being duly sworn deposes and says:

That she/he is an officer of the parties making the foregoing Proposal, that such Proposal is genuine and not collusive or sham; that said PROPOSER has not colluded, conspired, connived or agreed, directly or indirectly with any PROPOSER or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly, or indirectly, sought by agreement or collusion or communication or conference with any person, to fix the price or affiant or any other PROPOSER, or to fix any overhead, profit or cost element of said price, or that of any other PROPOSER, or to secure any advantage against the AUTHORITY, or any person interested in the proposed contract and that all statements in said Proposal are true.

________________________________________

Name of Proposer

________________________________________

Print Name of Designated Signatory

________________________________________

Signature

________________________________________

Title

On this __________ day of ____________, 20__, before me appeared __________________________ personally known to me to be the person described in and who executed this __________________________ and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

________________________________________

Signature

Notary Public in and for the State of __________________________

(Affix Seal here)

________________________________________

(Name printed)

Residing at __________________________

My commission expires __________________________
PROPOSAL FORM 4 – DRUG-FREE WORKPLACE

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that ___________________________ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United State or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Print Name of Designated Signatory

__________________________________________
Signature

__________________________________________
Date
**PROPOSAL FORM 5 – SCHEDULE NO. 1**

**PARTICIPATION OF SBE – M/WBE FIRMS**

<table>
<thead>
<tr>
<th>NAME OF PROPOSER:</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>NAME, ADDRESS AND PHONE NO. OF SBE – M/WBE FIRM</th>
<th>DESCRIPTION OF SERVICE TO BE PROVIDED</th>
<th>CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>BLACK</td>
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<td></td>
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<td>$</td>
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<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL SBE – M/WBE FIRMS:**

$ | $ | $ | $ | $

*Note: M/WBE information is being collected for tracking purposes only.*

**PROPOSER TO COMPLETE**

<table>
<thead>
<tr>
<th>TOTAL PROPOSED SERVICES:</th>
<th>$</th>
<th>PERCENTAGE PARTICIPATION:</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL SBE – M/WBE PROPOSED SERVICES:</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*(Make additional copies as necessary)*

RFP No. 14-244/MRK

24

April 2014
LETTER OF INTENT TO PERFORM AS A SBE-M/WBE SUB-CONSULTANT

RFP NAME: ___________________________  RFP NO.: __________

TO:  ____________________________________

(Name of Proposer)

FROM:  ____________________________________

(Name of Sub-Consultant)

The undersigned intends to provide services in connection with the above as (one):

☐ an individual  ☐ a partnership  ☐ a corporation  ☐ a joint venture

The undersigned is certified by ___________________________ as a SBE
Certification date: ___________________________

The undersigned is certified by ___________________________ as a M/WBE
Certification date: ___________________________

Attach proof of SBE-M/WBE Certification, either letter or certificate from certifying agency

The undersigned is prepared to provide the following services in connection with the above RFP (specify in detail particular work items or parts thereof to be performed):

_______________________________________________________________________________________

_______________________________________________________________________________________

_______________________________________________________________________________________

at the following price: ___________________________

(Amount must match Sub-Consultant's quote as listed on Schedule 1)

_________________________________________________

Signature of SBE-M/WBE Sub-Consultant

_________________________________________________

Printed Name of Signer

_________________________________________________

Title of Signer  Date

Corporate Seal

(If applicable)

(Make additional copies as necessary)
PROPOSAL FORM 7 – SCHEDULE NO. 3

STATEMENT OF GOOD FAITH EFFORTS

Good Faith efforts attempted by PROPOSER to achieve SBE-M/WBE participation through use of sub-consultants. Good Faith efforts should include but are not limited to:

Select 2 out of 3 for A through C

A. Letters sent to SBE-M/WBE sub-consultants advising of the need for bids/proposals (provide copies of letter(s), response(s)). Note: solicitation letters must be sent to prospective SBE-M/WBE firms with reasonable lead times to allow proper responses.

B. PROPOSER shall advertise in general circulation, trade association, and/or SBE-M/WBE focus media indicating the availability of subcontracting opportunities (provide copy of advertisement(s)).

C. PROPOSER shall utilize services of available SBE-M/WBE community organizations, contractor groups, local/state/federal business assistance offices or other organizations (provide proof).

Select D or E

D. List of SBE-M/WBE firms who have expressed interest in providing the service but who were not accepted by the PROPOSER. If no expressions of interest were received, please so indicate.

E. Document past utilization of SBE’S-M/WBE’S
The following Attachments are included:

Attachment A – Sample Agreement
AGREEMENT FOR

BETWEEN

THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

SAMPLE AGREEMENT NO. 14-XXX
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<td>5</td>
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<td>5</td>
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<td>6</td>
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<tr>
<td>20. Waiver</td>
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<tr>
<td>21. Severability</td>
<td>6</td>
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<tr>
<td>22. Entirety of Agreement</td>
<td>6</td>
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<tr>
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<tr>
<td>24. Successors and Assigns</td>
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<tr>
<td>25. Contingent Fees</td>
<td>7</td>
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<tr>
<td>27. Ownership of Documents</td>
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<td>7</td>
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<tr>
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<td>7</td>
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<td>32. Key Personnel</td>
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<td>10</td>
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<td>40. Access to Records and their Retention</td>
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<td>41. Audit Requirements</td>
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<td>42. National Environmental Policy Act (NEPA)</td>
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<td>43. Americans with Disabilities Act</td>
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<td>44. Compliance with Title VI, Title VII and other Federal Laws &amp; Regulations</td>
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<td>45. Convict Labor Prohibition</td>
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<td>46. Certification Regarding Lobbying Activities</td>
<td>12</td>
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<tr>
<td>Agreement Execution</td>
<td>13</td>
</tr>
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</table>
EXHIBITS

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C. SBE Plan ................................................................. 16
D. FEMA 322 Public Assistance Guide .............................. 17
E. FHWA Form 1273 ....................................................... 18
F. Buy America Requirements .......................................... 28
This Agreement, between the Solid Waste Authority of Palm Beach County, a special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as AUTHORITY) and __________ (hereinafter referred to as CONSULTANT), a __________ Corporation, whose Federal Employer ID Number is __________:

Whereas, AUTHORITY desires to employ the services of the CONSULTANT for the purpose of providing ________________; and,

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

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be ________________.

Term of Agreement shall be for a three (3) year period, unless otherwise terminated as provided herein. The AUTHORITY shall have the option of extending the Agreement for three (3) additional years, as approved by the AUTHORITY, at the same terms and conditions. Extension of the Agreement beyond the initial period, and any option subsequently exercised, is an AUTHORITY prerogative, and not a right of the CONSULTANT. This prerogative will be exercised only when such continuation is clearly in the best interest of the AUTHORITY. Such extension shall be in the form of a written Amendment to the Agreement executed by both parties.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT

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

ARTICLE 3 - COMPENSATION

The AUTHORITY shall pay CONSULTANT in accordance with the Fee Schedule, attached hereto and made a part hereof as Exhibit B.

In addition, the parties may negotiate a lump sum or not-to-exceed amount on a per-project basis on an individual CSA. Invoices must reference the current Agreement or CSA number (if any).

CONSULTANT shall submit a monthly invoice for services rendered. Invoices shall include a statement of progress made regarding the project, a description of services rendered and a breakdown of hours spent on the project. There shall be no reimbursable expenses allowable.
Payment of invoices shall be due and payable within thirty (30) days after receipt of a correct, fully documented invoice. All invoices shall be delivered to:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attn: Accounts Payable, c/o Michelle Napier

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

ARTICLE 4 - INSURANCE

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

1. **General Liability** Insurance with bodily injury limits of not less than $5,000,000 for each occurrence, and with property damage limits of not less than $5,000,000 for each occurrence.

2. **Automobile Liability** Insurance with bodily injury limits of not less than $1,000,000 for each person and not less than $1,000,000 for each accident and with property damage limits of not less than $1,000,000 for each accident.

3. **Workers’ Compensation** Insurance in accordance with statutory requirements and Employer’s Liability Insurance with limits of not less than $1,000,000 for each accident, $1,000,000 for each disease, and $1,000,000 aggregate.

4. **Professional Liability** Insurance with limits of not less than $5,000,000 annual aggregate.

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

CONSULTANT shall furnish AUTHORITY certificates of insurance which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the AUTHORITY. CONSULTANT shall include AUTHORITY as an **additional insured** on all liability insurance policies required by the Agreement. All of CONSULTANT’S sub-consultants shall be required to include AUTHORITY and CONSULTANT as additional insured on all of their liability insurance policies.

CONSULTANT’S naming of the AUTHORITY as an additional insured on all of its liability insurance policies pursuant to this Agreement shall afford coverage only for the grossly negligent and willful acts of CONSULTANT pursuant to this Agreement and is limited to the terms and conditions of indemnity provisions in the Agreement. Notwithstanding anything herein to the contrary, CONSULTANT shall in no way be responsible for the defense or indemnity of matters arising or resulting from the AUTHORITY’S negligence, errors or omissions or willful misconduct.

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

ARTICLE 5 - STANDARD OF CARE

CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances and CONSULTANT shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - INDEMNIFICATION

6.1 GENERAL

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

6.2 INDEMNIFICATION

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

6.3 SURVIVAL

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

ARTICLE 7 - INDEPENDENT CONSULTANT

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Consultant, and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT 'S relationship and the relationship of its employees to the AUTHORITY shall be that of an Independent Consultant and not as employees or agents of the AUTHORITY.

The CONSULTANT does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 8 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.
ARTICLE 9 - COMPLIANCE WITH LAWS

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

ARTICLE 10 - SUB-CONSULTING

The AUTHORITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant under this Agreement.

If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new sub-consultant by the AUTHORITY.

ARTICLE 11 - FEDERAL AND STATE TAXES

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

ARTICLE 12 - AVAILABILITY OF FUNDS

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

ARTICLE 13 - AUTHORITY’S RESPONSIBILITIES

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

ARTICLE 14 - DEFAULT

The AUTHORITY may, by written notice of default to the CONSULTANT, terminate the Agreement in whole or in part if the CONSULTANT fails to satisfactorily perform any provisions of this Agreement, or fails to make progress so as to endanger performance under the terms and conditions of this Agreement, or provides repeated non-performance, or does not remedy such failure within a period of ten (10) days (or such period as the Director of Purchasing Services may authorize in writing) after receipt of notice from the Director of Purchasing Services specifying such failure. In the event the AUTHORITY terminates this Agreement in whole or in part because of default of the CONSULTANT, the AUTHORITY may procure goods and/or services similar to those terminated, and the CONSULTANT shall be liable for any excess costs incurred due to this action.

If it is determined that the CONSULTANT was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the CONSULTANT), the rights and obligations of the parties shall be those provided in Article 15 – Termination for Convenience.
ARTICLE 15 - TERMINATION FOR CONVENIENCE

The Director of Purchasing Services may, whenever the interests of the AUTHORITY so require, terminate the Agreement, in whole or in part, for the convenience of the AUTHORITY. The Director of Purchasing Services shall give five (5) days prior written notice of termination to the CONSULTANT, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the Agreement are terminated, the CONSULTANT has the right to withdraw, without adverse action, from the entire Agreement.

Unless directed differently in the Notice of Termination, the CONSULTANT shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the Notice of Termination. Additionally, unless directed differently, the successful CONSULTANT shall terminate outstanding orders and/or subcontracts related to the terminated work.

Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the AUTHORITY’S satisfaction through the date of termination.

ARTICLE 16 - UNCONTROLLABLE FORCES

Neither the AUTHORITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 17 – PUBLIC RECORDS

The CONSULTANT shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law) for records related to this Agreement.

ARTICLE 18 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State court of competent jurisdiction located in Palm Beach County. With the exception of the choice of law and venue provisions contained herein, no remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
ARTICLE 19 - NON-DISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

ARTICLE 20 - WAIVER

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

ARTICLE 21 - SEVERABILITY

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

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

ARTICLE 22 - ENTIRETY OF AGREEMENT

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

ARTICLE 23 - MODIFICATION

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

ARTICLE 24 - SUCCESSORS AND ASSIGNS

AUTHORITY and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives. CONSULTANT shall not assign this Agreement without the express written approval of the AUTHORITY via executed amendment.
ARTICLE 25 - CONTINGENT FEES

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

ARTICLE 26 - TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 27 - OWNERSHIP OF DOCUMENTS

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

ARTICLE 28 - ACCESS AND AUDITS

CONSULTANT shall maintain financial and program records to justify all charges and costs incurred in performing the work for at least three (3) years following final payment by the AUTHORITY as Federal Emergency Management Agency sub-grantee as required by FEMA’S 322 Public Assistance Guide, page 114, as amended, incorporated in this Agreement as Exhibit D. The AUTHORITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

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

ARTICLE 29 - INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal Agreement (ILA) for Inspector General Services. This agreement provides for the Inspector General to provide services to the AUTHORITY in accordance with the authority, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
ARTICLE 30 - NOTICE

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

**AS TO AUTHORITY**

Solid Waste Authority of Palm Beach County  
7501 North Jog Road  
West Palm Beach, Florida 33412  
Attention: Executive Director  
Office No.: 561-640-4000  
Fax No.: 561-640-3400

**AS TO CONSULTANT**

______________________________  
______________________________  
______________________________  
______________________________

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

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

ARTICLE 31 - CONTRACT ADMINISTRATION

Services of CONSULTANT shall be under the general direction of _______, Director of _______, or his or her successor, who shall act as the AUTHORITY’S representative during the term of the Agreement.

ARTICLE 32 - KEY PERSONNEL

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

______________________________  
______________________________  
______________________________  

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ARTICLE 33 - SMALL BUSINESS ENTERPRISE (SBE)

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

ARTICLE 34 - SCRUTINIZED COMPANIES

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

ARTICLE 35 - AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES

The CONSULTANT agrees that this Agreement constitutes an offer to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement; should the CONSULTANT deem it in the best interest of their business to do so.

The Agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from resolicitation.

ARTICLE 36 - FLORIDA HIGHWAY ADMINISTRATION (FHWA) FORM 1273

This Agreement incorporates all of the provisions set forth in the document commonly known as FHWA Form 1273, Exhibit E, which is attached hereto and incorporated by reference as part of this Agreement. The term “contractor,” as used in Exhibit E, shall apply to and mean the CONSULTANT, who may also be referred to in Exhibit E as the “prime contractor”, “bidder”, “proposer”, “prospective primary participant”, “prospective participant”, “participant” or the like. The CONSULTANT will perform the duties and obligations of the other contracting party regardless of the description or label used in FHWA Form 1273, Exhibit E.

The CONSULTANT shall comply with the Davis-Bacon wages rates to the extent applicable to the work performed under this Agreement. The provisions of the Davis-Bacon Act do not apply to debris removal work unless such work is done in conjunction with a construction project or “linked” to a particular Federal highway. Wage rate tables may be found at www.dot.state.fl.us/construction. Said wage rate tables are incorporated into and made a part of this Agreement by reference.

ARTICLE 37 - BUY AMERICA REQUIREMENTS

The CONSULTANT agrees to comply with the requirements of the Federal Buy America law (See 23 U.S.C. 313, ISTEA Sections 1041(a) and 1048(a), and FHWA’s implementing regulations at 23 CFR 635.410, as they may be amended from time to time), as they relate to Federal-aid contracts and the use of steel and iron produced in the United States. A description of the requirements of Buy America is set forth
in Exhibit F, which is attached hereto and incorporated by reference as part of this Agreement. CONSULTANT shall provide a certification statement regarding the origin of all materials or products covered under the Buy America provisions and used in its performance of the Agreement in accordance with the requirements of law and the AUTHORITY, FDOT, FHWA, and FEMA, to the extent applicable.

ARTICLE 38 - DISADVANTAGED BUSINESS ENTERPRISES

This provision shall supplement Article 36 of the Agreement. The Agreement is subject to the requirements of 49 CFR Part 26. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The CONSULTANT shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Failure by the CONSULTANT to carry out these requirements is a material breach of Agreement, which may result in the termination of this Agreement or such other remedy as the AUTHORITY deems appropriate, including but not limited to the withholding of payments. Each subcontract the CONSULTANT signs with a sub-consultant must include the assurance in this paragraph. (See 49 CFR 26.13.) Upon request, the CONSULTANT will provide the AUTHORITY with a copy of each subcontract it enters into.

The CONSULTANT is required to pay its sub-consultants performing work related to this Agreement for satisfactory performance of that work no later than thirty (30) days after the CONSULTANT’s receipt of payment for that work from the AUTHORITY. The CONSULTANT may not hold any retainage from its sub-consultants unless pursuant to an agreement approved by the AUTHORITY. The CONSULTANT shall return all retainage payments withheld within thirty (30) days after the sub-consultant’s work has been satisfactorily completed.

The CONSULTANT shall, on a monthly basis, submit payment certifications, including a certification regarding their truth and accuracy, for all payments it is seeking and certifications from all sub-consultants indicating who has been paid and how. The certifications shall comply with all Federal and State requirements regarding the reporting of DBE participation. The CONSULTANT shall, if required by the AUTHORITY or FDOT, report its DBE participation monthly on the Equal Opportunity Reporting System located on the Florida Department of Transportation’s (FDOT) website found at www.dot.state.fl.us/equalopportunityoffice. Audits may be conducted to review payments to DBE sub-consultants. The CONSULTANT will fully cooperate with the AUTHORITY, FDOT, FHWA or FEMA regarding the monitoring of sub-consultants and payments made thereto.

ARTICLE 39 - CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

This Agreement is a covered transaction for purposes of 49 CFR Part 29. Accordingly, the CONSULTANT shall verify that neither the CONSULTANT, nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified from participation in this Agreement as defined at 49 CFR 29.940 and 29.945.

The CONSULTANT agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the term of this Agreement. The CONSULTANT must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. The CONSULTANT acknowledges and affirms that by signing and submitting its bid or proposal, the CONSULTANT made the certification described in Section X of the attached FHWA Form 1273, Exhibit E. CONSULTANT’S certification is a material representation of fact relied upon by the AUTHORITY. If it is later determined that the CONSULTANT knowingly rendered an erroneous certification, in addition to remedies available to the AUTHORITY, the State or Federal Government may pursue any available remedies, including but not limited to suspension and/or debarment. The CONSULTANT further agrees that it will include a provision requiring such compliance in all of its subcontracts or lower tier covered transactions.
ARTICLE 40 - ACCESS TO RECORDS AND THEIR RETENTION

This provision shall supplement Article 27 of the Agreement. The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Agreement for at least five (5) years after completion or termination of this Agreement or FDOT’s closure of an “emergency event” with the Florida Division of Emergency Management, whichever comes last, except in the event of litigation or settlement of claims arising from the performance of the Agreement, the CONSULTANT agrees to maintain said records until all litigation, claims, appeals or exceptions related thereto have been resolved. The records shall be maintained at a location in Palm Beach County, Florida or such other location in Florida approved by the AUTHORITY.

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

ARTICLE 41- AUDIT REQUIREMENTS

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

ARTICLE 42 - NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

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

ARTICLE 43 - AMERICANS WITH DISABILITIES ACT

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

ARTICLE 44 - COMPLIANCE WITH TITLE VI, TITLE VII AND OTHER FEDERAL LAWS AND REGULATIONS

The CONSULTANT does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 USC 2000d, et. seq. and 3601 et.seq.), and the Age Discrimination and Employment Act of 1967 and Section 303 of the Age Discrimination Act of 1975, as amended (42 USC 6102), and all applicable Federal laws and regulations, policies, procedures and directives of the U.S. DOT, FHWA, FEMA, and/or other Federal-aid agencies, as they may be promulgated and amended from time to time.
ARTICLE 45 - CONVICT LABOR PROHIBITION

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

ARTICLE 46 - CERTIFICATION REGARDING LOBBYING ACTIVITIES

A bidder or proposer for an award of certain Federal-aid contracts in the amount of $100,000 or more, must file the certification required by 49 CFR Part 20. The CONSULTANT confirms that by signing and submitting a bid or proposal for the work covered by this Agreement, it made the certification described in Section XI of the attached FHWA Form 1273, Exhibit E.
In Witness Whereof, this Agreement has been fully executed on behalf of the parties hereto by its duly authorized representatives, as of the date first written above.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:
1. ___________________________ By: ___________________________
   Mark Hammond
   Executive Director

2. ___________________________

Approved as to Form and Legal Sufficiency:

By: ___________________________
   General Counsel to the Authority

(CONSULTANT):

Attest:

______________________________ By: ___________________________
   Corporate Secretary
   (Corporate Seal)

Witness:

1. ___________________________ Name: ___________________________
   Title: ___________________________

2. ___________________________
SCOPE OF WORK

(see RFP Part II, Statement of Work)
FEE SCHEDULE

(see RFP, Price Proposal Form)
SBE PLAN

(Plan to be inserted upon Agreement execution)
CHAPTER 5

PROJECT MANAGEMENT

Project management begins when a disaster occurs and does not end until an applicant has received final payment for the project. Good project management ensures successful recovery from the disaster, expedited payment of funds, and more efficient close-outs of PA Program grants.

Record Keeping

It is critical that the applicant establish and maintain accurate records of events and expenditures related to disaster recovery work. The information required for documentation describes the “who, what, when, where, why, and how much” for each item of disaster recovery work. The applicant should have a financial and record keeping system in place that can be used to track these elements. The importance of maintaining a complete and accurate set of records for each project cannot be over-emphasized. Good documentation facilitates the project formulation, validation, approval, and funding processes.

All of the documentation pertaining to a project should be filed with the corresponding PW and maintained by the applicant as the permanent record of the project. These records become the basis for verification of the accuracy of project cost estimates during validation of small projects, reconciliation of costs for large projects, and audits.

Applicants should begin the record keeping process before a disaster is declared by the President. To ensure that work performed both before and after a disaster declaration is well documented, potential applicants should:

- designate a person to coordinate the compilation and filing of records;
- establish a file for each site where work has been or will be performed; and
- maintain accurate disbursement and accounting records to document the work performed and the costs incurred.

The Federal Office of Management and Budget requires grant recipients to maintain financial and program records on file for three years following final payment. Records of grant recipients may be subject to the provisions of the Single Audit Act, as described on page 117 of this guide. Applicants may refer to the Applicant Handbook, FEMA 323, for additional information regarding record-keeping.
I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS
A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposals or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, 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 superintendence and to all work performed on the contract by piecwork, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor provided by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA are the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirements:

EXHIBIT E
Revised May 1, 2012

Agreement No. 14-SAMPLE
requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its 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; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.”

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must 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 ensure 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 instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

   d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

   e. 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 minorities and women 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 minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women 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, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such 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 ensure 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 its 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 their avenues of appeal.

6. Training and Promotion:

   a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

   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, on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
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 employees who are minorities and women 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 good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 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 good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith 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 contracting agency 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 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 minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. 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 contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. 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. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT’s U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. 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 the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

   (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

   (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

   (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor’s control, where the facilities are segregated. The term “facilities” includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate
or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those specified in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination and which is to be employed under the contract, or any other Federal agency or department of the United States, or any agency or department of the States, which is in the area by the construction industry; and

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(1) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations
3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages paid (including any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers and mechanics affected; and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with
the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT). Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 5, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor
shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

VI. SUBLetting or Assigning the contract

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

   (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
   (2) the prime contractor remains responsible for the quality of the work of the leased employees;
   (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
   (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. Safety: Accident Prevention

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry
out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. First Tier Covered Transactions refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). Lower Tier Covered Transactions refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). First Tier Participant refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). Lower Tier Participant refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov), which is compiled by the General Services Administration.

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000, and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.
Source of Supply – Steel and Iron (Federal Aid Contracts Only): For Federal-aid contracts, the CONSULTANT will only use steel and iron produced in the United States, in accordance with the buy America provisions of 23 CFR 635.410. CONSULTANT will ensure that all manufacturing processes for these materials occur in the United States. A manufacturing process is any process that modifies the chemical content, physical shape, size or final finish of a product, beginning with the initial melting and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the compensation or $2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the CONSULTANT uses but does not incorporate into the finished work. The CONSULTANT shall provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the finished product was manufactured in the United States in accordance with the requirements of this provision. Such certification shall also include: (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced with the United States except for minimal quantities of foreign steel and iron and specify the actual value of the product. Each such certification shall be furnished to the Authority prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, CONSULTANT shall furnish invoices to document the costs of such material, and obtain the Authority’s written approval prior to incorporating the material into the project.
PALM BEACH COUNTY

SWA RESOLUTION 2006-03 AND
PALM BEACH COUNTY ORDINANCE 2006-017

Enclosure 6
RESOLUTION NO. 2006-03

A RESOLUTION OF THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, FLORIDA, PROVIDING FOR MANDATORY SOLID WASTE COLLECTION IN THE UNINCORPORATED AREAS OF PALM BEACH COUNTY; PROVIDING FOR FINANCING OF THE MANDATORY SOLID WASTE COLLECTION PROGRAM; PROVIDING FOR IMPLEMENTATION OF THE "UNIFORM METHOD" FOR COLLECTION OF SOLID WASTE COLLECTION ASSESSMENTS; RATIFYING AND RECONFIRMING SOLID WASTE AUTHORITY RESOLUTION 91-26; PROVIDING FOR FINDING, DECLARATION OF BENEFIT, PURPOSE, SCOPE; PROVIDING DEFINITIONS; PROVIDING RESIDENTIAL COLLECTION SERVICE; PROVIDING FOR EMERGENCY COLLECTION OF DISASTER DEBRIS; PROVIDING DETERMINATION OF ANNUAL COLLECTION ASSESSMENTS; PROVIDING CALCULATION OF ANNUAL COLLECTION ASSESSMENTS; PROVIDING ANNUAL COLLECTION ASSESSMENTS TO GOVERNMENTAL AGENCIES; PROVIDING FOR THE APPLICABILITY OF ANNUAL COLLECTION ASSESSMENTS TO TAX EXEMPT ASSESSED UNITS OF REAL PROPERTY; PROVIDING CORRECTION OF ERRORS, EXEMPTIONS, HEARINGS AND APPEAL PROCEDURES; PROVIDING FOR NON-ASSESSED UNITS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Palm Beach County, Florida entered into an Interlocal Agreement with the Solid Waste Authority of Palm Beach County (Authority) in 1988 transferring and consolidating solid waste collection governmental functions under the control of the Authority; and

WHEREAS, the Authority exercises its authority pursuant to this Interlocal Agreement and Chapter 2001-331, Laws of Florida (hereinafter the Act); and

WHEREAS, it is necessary and beneficial for the health, welfare and safety of the residents of the County to provide adequate solid waste collection to all improved properties within the unincorporated area through the regulated services of a franchisee for each particular service area in which the improved properties are located; and

WHEREAS, the Authority finds that there has been a need for a mandatory waste collection program for all improved properties in unincorporated Palm Beach County; and
WHEREAS, Emergencies may be declared, and natural or man-made disasters may occur in the County which generate disaster debris which must be managed to eliminate or lessen an immediate threat to life, health and safety, to reduce a threat of additional damage to improved property, or to promote the economic recovery of the community at large; and

WHEREAS, The Authority finds that to provide the Solid Waste Collection System as defined herein, collectors designated by the Authority for emergency Disaster Debris clean-up as authorized by the County are hereby authorized to enter upon private roads and into gated communities for the purpose of collecting solid waste and disaster debris therefrom as may be required by this Resolution; however, solid waste collectors shall not enter private property, dwelling units or other residential buildings; and

WHEREAS, it is necessary to provide for the financing of a mandatory solid waste collection program; and

WHEREAS, it is beneficial to the owners of improved property in the collection areas to provide for the levy of a non-ad valorem assessment against such units within the collection areas to finance the collection of solid waste reflecting the benefits of the provision of such service; and

WHEREAS, the Act provides for the imposition of annual collection special assessments; and

WHEREAS, Section 8 of the Act grants the Authority the power to have the annual collection special assessments collected in the same manner as ad valorem taxes; and

WHEREAS, Florida Statute s. 197.3632 provides for a Uniform Method for the levy, collection, and enforcement of non-ad valorem assessments (hereafter Uniform Method); and

WHEREAS, the annual collection special assessment is a non-ad valorem assessment; and

WHEREAS, the Board of the Solid Waste Authority of Palm Beach County has determined that it is in the best interest of the residents of the County to use the Uniform Method.

NOW, THEREFORE, BE IT RESOLVED BY THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY, that:

SECTION 1: RATIFYING AND RECONFIRMING. The Authority ratifies and reconfirms Authority Resolution No. 91-26 and incorporates said Resolution herein reference.

SECTION 2: FINDING, DECLARATION OF BENEFIT, PURPOSE, SCOPE: It is the intent of this Resolution to promote the health, welfare and safety of the residents of the County, by providing for solid waste collection in the collection areas through a mandatory waste collection program and through the levy of a non-ad valorem assessment , and thereby ensure a sanitary, safe and adequate program of solid waste removal, enhance the value of the real
property in the County, protect the environment and natural resources of the County, reduce litter and illegal dumping, and provide for emergency Disaster Debris clean-up.

This Board finds that all improved properties in Palm Beach County receive a direct and substantial benefit by the providing of solid waste collection services provided by the Authority. The fact that all improved properties located within the County that are designed for human occupancy, are capable of use or are used for human occupancy or human activity or commercial use, shall be prima facie evidence that solid waste is being produced by or accumulated upon such property.

The Board finds that to provide the Solid Waste Collection System as defined herein, collectors designated by the Authority are hereby authorized to enter upon private roads and into gated communities for the purpose of collecting solid waste and disaster debris therefrom as required by this Resolution; however, solid waste collectors shall not otherwise enter private property, dwelling units or other residential buildings.

It is hereby declared and determined by the Board of the Authority, that solid waste and disaster debris collection services provided pursuant to this Resolution, including, but not limited to the purposes stated herein, shall and do constitute a direct and substantial benefit to assessed units within the collection areas equal to or in excess of the cost of providing such solid waste collection services.

The Authority hereby declares that it is mandatory that all persons and governmental agencies owning, occupying or utilizing property within the unincorporated areas of the County use exclusively the solid waste collection system operated and maintained by the Authority or designated by the Authority for the collection of all solid waste generated within the unincorporated areas of the County.

**SECTION 3: DEFINITIONS.** For the purpose of this Resolution, the following terms shall have the following meaning:

(a) Annual collection assessment means the annual collection assessment imposed upon an assessed unit for the collection of solid waste for the applicable fiscal year based upon the classification of the use of such assessed unit as set forth in the rate resolution.

(b) Annual collection assessment schedule means the list prepared by the Authority each fiscal year containing the property identification number used by the property appraiser for each assessed unit, the name and address of the owner of each such assessed unit as indicated on the records maintained by the property appraiser, and the designation of such unit as a curbside unit or a containerized unit.

(c) Assessed unit means a curbside unit or a containerized unit.

(d) Board means the Board of the Solid Waste Authority of Palm Beach County.

(e) Bulk Trash means vegetative waste, white goods and furniture, and other trash which cannot be cut for placement in a container, bag, or bundle. Bulk trash shall be of a type as to be readily handled by the mechanical equipment of the contractor and bulk yard material shall not exceed six (6) feet in length. Bulk trash does not include any form of matter or debris resulting from tree removal, land clearing, land development, building demolition or home improvement. Home improvements as defined herein would include but not be limited to carpeting, cabinets,
dry wall, lumber, paneling, and other such construction related materials. Carpeting will be picked up by the franchisee if cut to lengths of six (6) feet or less and bundled. Bulk trash does not include automobiles and automotive components, boats and internal combustion engines. In the case of a dispute between a franchisee and a customer as to what constitutes bulk trash, the situation will be reviewed and decided by the contract administrator whose decision will be final.

(f) Collection means the process whereby solid waste is removed and transported to a solid waste facility.

(g) Collection area has the meaning as determined in Section 6(d) hereof.

(h) Collection unit means any parcel of improved real property located within the unincorporated areas of the County that generates or is capable of generating solid waste and that contains buildings, structures or other improvements designed or constructed for and capable of use or used for human habitation or human activity or commercial enterprises.

(i) Comprehensive Emergency Management Plan means the Comprehensive Emergency Management Plan of Palm Beach County, Florida or any successor document performing a like function.

(j) Containerized unit means a collection unit used for or capable of being used for residential purpose and for which solid waste collection service is provided by the picking up of such unit's solid waste in a large bulk container shared and used by more than one such residential unit.

(k) Contract administrator means the person designated by the Director to administer the collection franchise contracts and resolve claims or complaints of collection unit owners.

(l) County means Palm Beach County, Florida.

(m) Curbside means a collection unit used for or capable of being used for residential purpose and for which solid waste collection service is provided by picking up each individual unit's solid waste at a roadside point at or near the unit and where such waste is generally set out in cans, bags, boxes, piles or similar methods used exclusively by the occupant of such collection unit.

(n) Director means the Executive Director of the Authority.

(o) Disaster Debris means waste materials generated by natural or man-made disasters, consisting of trees and vegetative material, construction materials from damaged or destroyed structures, damaged or destroyed personal property, and sediment.

(p) Disposal facility means a facility operated by the Authority for the receipt of solid waste for the purpose of transport, processing, incineration, or landfilling.

(q) Franchisee means the person, firm, corporation or entity designated by the Authority to collect solid waste in a collection area.

(r) Franchisor means the Authority.

(s) Fiscal year means the fiscal year beginning on the 1st day of October of each year and ending on the 30th day of September of the next year.
(t) Garbage means all kitchen and table food waste, animal or vegetative waste that is attendant with the results from the storage, preparation or handling of food materials. Vegetative waste shall not be commingled with garbage.

(u) Gated Community means a residential community with vehicular access to the community controlled by use of a gate.

(v) Governmental agencies means all state, federal, or local agencies or units of government located within the County, including, but not limited to, the School Board of Palm Beach County, all County agencies and departments, all municipalities within the County, all special districts and municipal service taxing units with all or part of their boundaries within the County and any municipality or special district other unit of government whose boundaries are not within the County but which is the owner of any collection unit within the County.

(w) Non-ad valorem assessment roll has the meaning set out in Florida Statutes 197.3632.

(x) Non-assessed unit means any collection unit or portion thereof that is not an assessed unit, but does not include roll-off services for units under construction during the period prior to the issuance of a certificate of occupancy for such unit.

(y) Owner means the person or persons owning an interest in a collection unit or assessed unit.

(z) Person means any natural person, or partnership, firm, corporation or other legal entity.

(aa) Private Road means a private vehicular access way shared by two or more residential units under separate ownership, which is not dedicated to the public and is not publicly maintained.

(bb) Property appraiser means the Property Appraiser of Palm Beach County, Florida.

(cc) Rate resolution means the resolution or resolutions of the Authority described in Section 4(c) of this Resolution.

(dd) Reimbursing Agencies mean the Federal Emergency Management Agency, the Federal Highway Administration, the State of Florida or any other agency, unit of government or successor agency performing the like function of providing funds for the reimbursement of disaster debris management expenses.

(ee) Residential or residential unit means each individual living unit with kitchen facilities.

(ff) Residential solid waste shall mean a mixture of garbage and trash resulting from the normal housekeeping activities of a residential unit.

(gg) Solid Waste Collection System means the services and means of collecting solid waste from a collection unit in the unincorporated areas of the County through the use of equipment, trucks, containers, personnel, contracted services, and all real or personal property owned, leased, operated or used by the Authority for the purpose of providing solid waste collection services under this Resolution.

(hh) Tax collector means the tax collector of Palm Beach County, Florida.
(ii) Vegetative waste means vegetative matters resulting from yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds or tree branches and other matter usually produced as refuse in the care of lawns, landscaping and yards. All grass clippings, leaves, pine needles, and similar small loose items must be bagged or containerized.

(jj) White goods and furniture means inoperative and discarded refrigerators, ranges, washers, water heaters, bicycles, and other similar domestic appliances, and household goods and furniture.

SECTION 4: RESIDENTIAL COLLECTION SERVICE

(a) Conditions and Frequency of Service for Curbside collection. All garbage and residential solid waste shall be properly containerized in 32 to 50 gallon sized garbage receptacles, or in sealed plastic bags, or tied in bundles not exceeding six (6) feet in length. No filled receptacle or bundle shall exceed fifty (50) pounds in weight. Residential collection service, except for permitted holidays, shall be provided twice per week with not less than forty-eight (48) hours nor more than seventy-two (72) hours between regularly scheduled pick-up days. All vegetative waste shall be separated from garbage and shall be collected separately from garbage and bulk trash. Bulk trash, white goods and furniture shall be picked-up by the franchisee not less than once every seven (7) days on a scheduled route basis. Bulk trash, white goods and furniture must be placed at the usual accessible pick-up location.

(b) Accessibility. All garbage and residential solid waste to be collected shall be placed within six (6) feet of the curb; paved surface of the roadway adjacent to the property on a Private Road or within a Gated Community, closest accessible public right-of-way, or other such location agreed to by the franchisee that will provide a safe and efficient accessibility to the franchisee's collection crew and vehicle. Where the resident of a dwelling unit is physically unable to deliver solid waste to curbside and this is certified by the contract administrator, or the residential structure is located in such a manner as to provide non-accessibility to the franchisee’s crew or vehicle, ‘an alternative location may be arranged between the customer and the franchisee at no extra cost to the customer. In the event an appropriate location cannot be agreed upon the contract administrator shall mediate the dispute and designate the location for pick-up. The franchisee may provide additional services such as back door collection for an additional fee to be determined by the franchisee and billed by the franchisee directly to the customer.

The Authority may impose, change, modify or delete the requirements setting forth the responsibilities of the owners of assessed units and the franchisees providing collection service for such assessed units regarding the method, scope and extent of collection service, including, but not limited to, frequency of pick-ups, classes of solid waste pick-up, shape, size and quantity per pick-up, types of containers, and placement or location of solid waste for pick-up, by amending this Resolution or by setting them out in a separate resolution.

To provide the collection of garbage, residential solid waste and bulk trash as defined herein, collectors designated by the Authority are hereby authorized to enter upon private roads and into gated communities for the purpose of collecting disaster debris from Curbside collection units, at locations consistent with this Section. Solid waste collectors shall not enter onto private property, into dwelling units or other residential buildings for the purpose of collecting garbage, residential solid waste and bulk trash in a manner inconsistent with this Section.
SECTION 5: EMERGENCY COLLECTION OF DISASTER DEBRIS

(a) Declaration of Emergency. In the event that a State of Emergency is declared consistent with the Comprehensive Emergency Management Plan, the Authority will confer with the Emergency County Government Organization to determine if disaster debris present on Private Roads and within Gated Communities is so widespread that it is in the public interest to remove the debris to protect the public health, safety and welfare, to reduce the threat of additional damage to improved property, or to promote economic recovery of the community at large. If such a determination is made by the County thereupon direction by the County to the Authority and acting on behalf of the County pursuant to the Interlocal Agreement and the Comprehensive Emergency Management Plan the Authority will collect disaster debris from Private Roads and Gated Communities consistent with the County Emergency Management Plan and this Section.

(b) Collection of Disaster Debris. After an event which generates disaster debris, the Authority will collect that eligible storm debris from only the unincorporated areas of Palm Beach County consistent with the County Emergency Management Plan. Within the unincorporated area, the Authority will collect eligible disaster debris from public rights-of-way, including disaster debris placed at the curb of public rights-of-way by private residential property owners. The Authority will collect disaster debris at the curb in front of those residential units that are Curbside collection units as defined in this Resolution. On Private Roads and within Gated Communities, Disaster Debris will be collected from Curbside collection units the same locations as garbage and solid waste is collected consistent with paragraph (a) of this Section and Section 4 of this Resolution.

When the Authority has been directed by the County to provide the collection of Disaster Debris as defined herein, collectors under contract with the Authority are hereby authorized to enter upon Private Roads and into Gated Communities for the purpose of collecting disaster debris from Curbside collection units, at locations consistent with Section 4 of this Resolution. Solid waste collectors shall not otherwise enter onto private property, into dwelling units or other residential buildings for the purpose of collecting Disaster Debris in a manner inconsistent with this Section or Section 4 of this Resolution.

Containerized collection units as defined in this Resolution shall make arrangements for disaster debris removal or have their disaster debris placed on a public right-of-way within 6 feet of the curb, in a manner consistent with the relevant guidance of the Reimbursing Agencies.

The Authority is not a Reimbursing Agency, and will not reimburse any community or resident that hires a private contractor to remove and dispose of disaster debris, or transport disaster debris to a public right-of-way.

The Authority does not provide disaster debris collection services for commercial property. Commercial properties must make their own arrangements for disaster debris removal. For the purposes of this Section, commercial property means property not occupied or utilized as a Residential Unit as defined in this Resolution.

(c). Indemnification and Hold Harmless. The Authority will indemnify, hold harmless and defend all Reimbursing Agencies from any liability, claims, or loss or damage resulting from the collection of eligible disaster debris consistent with this Section.
SECTION 6: DETERMINATION OF ANNUAL COLLECTION ASSESSMENTS. On or before the 15th day of September of each year, and before adopting the non-ad valorem assessment roll, the Board of the Authority shall:

(a) Adopt a budget for the operation and maintenance of the solid waste collection system for the ensuing fiscal year including moneys for the payment of the principal of and interest on bonds and other outstanding or anticipated indebtedness, including all reserves necessary therefor, for the payment of necessary reserves for capital expenditures and the renovation, improvements and replacements of existing facilities or equipment of the solid waste collection system, for the enforcement and administration of the billing and collection of the annual collection assessments provided for hereunder, including necessary reserves for anticipated delinquent or uncollectible annual collection assessments and for the payment of the current operation and maintenance of the solid waste collection system.

(b) To determine the scope and definition of, and to establish classification of collection units as "curbside units" or "containerized units" based upon circumstances effecting the collection of solid waste and the operation of the solid waste collection system, including but not limited to, the cost of operating and administering the solid waste collection system, the effective and efficient operation of the solid waste collection system, and the benefit to all improved properties in the unincorporated areas of the County. The designation of a collection unit as either a curbside unit or a containerized unit shall be appropriately set out on the annual collection assessment schedule to be used in preparing the non-ad valorem assessment roll.

(c) To adopt a rate resolution incorporating a schedule of solid waste collection rates to be imposed upon the owners of all assessed units in each collection area within unincorporated areas of the County and to establish the classification of the use of such assessed unit in order to provide revenues which, together with other moneys of the Authority lawfully available therefor, shall be sufficient to fund the budget referred to in the aforementioned subparagraph (a) to provide a solid waste collection system for all such assessed units. The rates established by the Authority in each year under the provisions of the rate resolution shall be sufficient to provide moneys for the purposes described in subparagraph (a) and the Authority shall not establish rates over and above the rates that are necessary to comply with the provisions of subparagraph (a) and the budgetary requirements of any proceedings 'of the Authority heretofore or hereafter adopted in connection with the issuance of any of its bonds, notes or other evidences of indebtedness.

(d) To set geographical boundaries defining "collection areas" in such size, number, shape or area within the unincorporated areas of the County as it may from time to time deem best suited to carry out the purpose of this Section based on similar circumstances affecting the collection of solid waste within each of such areas, including but not limited to the conditions of access roads, distance between collection units and availability of franchisees. The defined collection areas shall be appropriately set out in a proper resolution adopted by the Board and may be subsequently amended by the Board by action taken consistent with the provisions herein.

The procedures and requirements set out in Florida Statute 197.3632 for utilizing the Uniform Method shall be followed.
SECTION 7: SCOPE OF ANNUAL COLLECTION ASSESSMENTS:

(a) The annual collection assessments incorporated in the non-ad valorem assessment roll shall be imposed for the collection of all solid waste generated or capable of being generated, as determined by the Authority, by each such assessed unit during the ensuing fiscal year.

(b) The annual collection assessments shall be imposed against the owners of all assessed units in the unincorporated areas of the County if such real property is an assessed unit on or before the first day of September prior to the fiscal year in which the annual collection assessments are imposed. The owner and description of each assessed unit at the time of preparing such assessments shall be that designated on the real property records maintained by the property appraiser.

SECTION 8: CALCULATION OF ANNUAL COLLECTION ASSESSMENTS: Based upon the rate resolution, the Authority shall cause to be prepared a non-ad valorem assessment roll on compatible electronic medium as set out in Florida Statute 197.3632. The rates to be assessed against all assessed units shall be set out by collection areas and shall specify separate rates for curbside units and for containerized units.

SECTION 9: ANNUAL COLLECTION ASSESSMENTS TO GOVERNMENTAL AGENCIES:

(a) All governmental agencies owning any assessed unit within the unincorporated areas of the County shall pay the annual collection assessments imposed under the applicable classification specified in the rate resolution.

(b) The discounts for early payment shall not be applicable to the annual collection assessments imposed against governmental agencies owning an assessed unit of real property. Such governmental agencies shall pay in the manner provided herein the full annual collection assessments imposed.

(c) The annual collection assessments imposed against governmental agencies shall become delinquent if not fully paid within 60-days from the date the notice of such annual collection assessments are mailed. All delinquent annual collection assessments shall bear a penalty at the rate of one percent per month on the delinquent amount and shall accrue on the first day of the first month following the expiration of such 60-day period and on the first day of each month thereafter until said annual collection assessments are paid in full.

(d) The Authority shall have the authority to enforce the collections of any delinquent annual collection assessments by the institution of an appropriate action against the governmental agency in a court of competent jurisdiction for a judgment for the amount due under such annual collection assessments, including all penalties, plus costs and a reasonable attorney's fee.

(e) The provisions of Section 7 of this Resolution shall not be applicable to the annual collection assessments imposed against an assessed unit owned by any governmental agency.

SECTION 10: APPLICABILITY OF ANNUAL COLLECTION ASSESSMENTS TO TAX EXEMPT ASSESSED UNIT OF REAL PROPERTY. The exemption of property from taxation under Chapter 196, Florida Statutes, or any other law or constitutional provision shall not relieve the owner of any assessed unit in any incorporated or unincorporated areas of the County from
the provisions hereof or from the imposition by the Authority of the annual collection assessments applicable to such assessed unit as specified in the rate resolution.

SECTION 11: ERROR CORRECTIONS; EXEMPTION FROM MANDATORY COLLECTION REQUIREMENT. The Board shall have the authority, at any time, upon its own initiative or in response to a petition from any affected owner of a collection unit to correct any error of omission or commission in the adoption of any annual collection assessment roll or in the implementation of this Resolution, including but not limited to, an error in including any collection unit on such roll when such real property is not an assessed unit within the scope of this Resolution and any error in the calculation of the annual collection assessment imposed against any assessed unit.

Assessed units may be exempted from the annual collection assessment roll for a fiscal year provided that the owner of the assessed unit obtains an exemption under the procedures contained herein. This exemption shall only apply to the annual collection assessment.

(a) Annual Collection Assessment Exemption or Error Correction Procedures.

The Owner of the assessed unit requesting an exemption from the annual collection assessment under this section shall file a written petition with the Director, or his designee, for an exemption.

Any owner of an assessed unit may petition either orally or in writing to correct any asserted error of omission or commission in the adoption of the annual collection assessment roll, or may make an application for exemption by filing a petition consistent with the provisions herein with the Director by filing a petition between October 1 and January 31 of the fiscal year for which the annual collection assessment is levied. Failure to file such petition by January 31 of the fiscal year for which the annual collection assessment is levied shall be a complete waiver of any right of an owner to seek a correction or an exemption for such year.

The petition shall contain, at a minimum, the following information:

(1) the name and address of all owners of the assessed unit; and

(2) the address and parcel number of the property for which the exemption or error correction is sought; and

(3) A. in the case of a petition for error correction, documentation or information supporting the owners asserted error; or

B. in the case of a petition for exemption, documentation or other proof establishing (i), (ii) and (iii) below:

(i)(I) That special conditions and circumstances exist which are peculiar to owner's land or structures on owner's land that would impose an extreme and unreasonable burden upon owner to comply with the residential collection service requirements set forth in this Resolution and that such special conditions and circumstances generally are not applicable to other owners in the collection area; or
(2) Owner's property is a residential unit within a combination of structures on the same parcel of real property containing non-residential units and owner's residential unit shares containerized collection service with the non-residential units.

(ii) That granting the exemption will be in harmony with the general intent and purpose of the mandatory garbage collection provisions of this Resolution, will not be injurious to the neighborhood, or otherwise detrimental to the public welfare, and will not confer on the petitioner any special privilege that is denied to other property owners in the immediate area.

(iii) The proposed method and frequency of removal of solid waste for disposal at the Solid Waste Disposal Facility, including available equipment and facilities. Such collection and removal shall only be provided by the owner through the use of his/her own equipment, or by contract with the franchisee for such area.

In making a determination regarding petitions containing the information requested in (1), (2) and (3) A., the standards set out on the Schedule of Standards for Assessment attached hereto as Exhibit "A" shall be followed.

The Director, or his designee, shall review the petition containing the information requested in (1), (2) and (3) B., and shall exempt the property from payment of the annual collection assessment upon finding that the owner has met all of the requirements and has demonstrated a proper, sanitary and effective method of removing and disposing of the solid waste generated on his property. In no event shall an exemption from the annual collection assessment be granted without a provision for twice a week delivery of all accumulated solid waste to an Authority disposal facility.

No person receiving an exemption under this section shall be permitted to dispose of solid waste generated on property covered in the exemption certificate at any facility except an Authority disposal facility.

Upon approval of an exemption from the annual collection assessment, the Director, or his designee, shall notify the franchisee for the district in which the property is located that an exemption from the annual collection assessment has been granted.

Upon approval of an exemption or correction from the annual collection assessment, the Director, or his designee, shall notify the property appraiser's office of the correction or exemption to be entered into the records.

The owner receiving a correction or exemption under this Section who has paid the annual collection assessment as originally imposed shall be entitled to a refund representing the difference between the assessed amount and the corrected amount of the annual collection assessment. Such refund shall be paid to the person or party making payment. The owner receiving a correction or exemption under this Section that has not paid the annual collection assessment shall receive a corrected assessment from the tax collector.

No person receiving an exemption from the annual collection assessment shall collect and remove solid waste generated on property covered in the exemption certificate in any manner other than as approved in the grant of the exemption without receiving written notice from the Director, or his designee, that an alternate method is acceptable.
No solid waste shall be transported by any person unless it is completely covered in such a manner as to prevent the scattering of solid waste from the vehicle.

The Director, or his designee, shall revoke an exemption and direct the collector to reinstitute collection service to a person's property upon confirmation that solid waste is not being removed and collected from the property in a proper, sanitary and effective manner. The property appraiser's office shall also be advised as to such revocation.

(b) Renewal of exemption.

The exemption shall be for one year only and the owner shall be required to file an application to obtain an exemption for each subsequent fiscal year.

An owner of property who has obtained an exemption for the current fiscal year and who desires to renew the exemption for the ensuing fiscal year may apply after May 1 and prior to June 30 to renew the exemption, provided they have substantially complied with the requirements of the previous year's exemption. The application for renewal shall contain a sworn statement that the conditions and circumstances upon which the exemption was originally granted have not changed and that the required method of solid waste collection will continue during the next fiscal year, and shall contain evidence that the owner's solid waste has been disposed of at an authorized Authority disposal facility. The Director, or his designee, shall review the application and shall renew the exemption upon finding that the applicant has fully complied with the requirements of the previous fiscal year's exemption. If the exemption is renewed, the owner's assessed unit shall not be included on the ensuing fiscal year's non-ad valorem assessment roll.

Any person who has failed to substantially comply with the requirements of an exemption shall not be entitled to reapply for an exemption from annual collection assessments for a period of three (3) consecutive fiscal years.

(c) Director's decision.

The decision of the Director, or his designee, on a petition for exemption or error correction, or the revocation of an exemption, shall be made in writing, addressed and mailed (in the case of a denial, by certified or registered mail, return receipt requested) to the petition within ninety (90) days of receipt of the petition by the Authority, or immediately upon a revocation of exemption. A decision granting an exemption shall be limited to the annual collection assessment for one year, which year shall be specified in the petition. A decision granting an exemption shall refer to the parcel number of the property, and shall specify the solid waste facility the petitioner shall use for disposal. A decision granting an exemption shall specify the amount of the exemption. The decision shall be based on the written petition submitted by the petitioner and any supporting documentation, and the burden shall be on the petitioner to demonstrate on this petition the reasons supporting the petition.

(d) Appeal procedures.

If the petitioner is not satisfied with the decision of the Director or his designee, or if an exemption is revoked as provided above, he may appeal such decision to the Board in a written petition specifying the reasons for such appeal. Such appeal shall be designated as an appeal of the decision of the Director and shall refer to the specific decision rendered by the Director, and must be mailed or delivered, with a $15.00 filing fee, to the Authority office within thirty (30) days of receipt of the decision of the Director. Failure to file the appeal within said time limit shall
constitute a forfeiture of such right of appeal. Upon receipt by the Authority of the filing fee and petition for appeal the matter shall be scheduled for hearing by the Board, or its designee, at the earliest possible date, not to exceed sixty (60) days from the date of receipt by the Authority of the petition for appeal. The date of such scheduled hearing may be rescheduled beyond the sixty (60) day period by mutual agreement of petitioner, and the Authority. The petitioner shall be given reasonable notice of such hearing by certified or registered mail, return receipt requested, sent to the address on the annual collection assessment roll or another address if specifically designated in the petition for appeal. The Board may designate by Resolution an independent person or persons, not an employee of the Authority to carry out the responsibilities of the Board to hear, review and render decisions on appeals.

At any hearing on such petition for appeal, formal Rules of Evidence shall not apply but fundamental due process and the essential requirements of law shall be observed and shall govern the proceedings. The burden shall be on the petitioner to prove the right to the relief requested by clear and convincing evidence. All witnesses shall be placed under oath or affirmation by any officer permitted under Florida law to administer oaths or by the clerk to the Board. Petitioner and the Authority shall have the right to: Call and examine witnesses; introduce exhibits; cross-examine witnesses on any relevant matter; and, rebut the evidence. At all hearings the Board, or Board designee, shall hear and consider all facts material to the petition and thereafter the Board, or Board designee, also considering the provisions of this Resolution, and amendment thereto, as well as the purposes and intent thereof, may grant or deny, partially or wholly, the relief requested in the petition. The decision of the Board, or Board designee, resulting from a hearing shall be final, and no petition for rehearing or reconsideration shall be considered. The owner receiving an exemption or error correction pursuant to this Section shall be refunded their $15.00 filing fee. The procedure regarding notice to the property appraiser's office, as stated above, of the exemption or correction shall be followed. Any person, including the Authority and the petitioner, who is aggrieved by any decision of the Board, or Board designee, may apply in the circuit court of the County, within thirty (30) days of rendition of such decision, for a review by writ of certiorari in accordance with the applicable Florida appellate Rules.

**SECTION 12: NON-ASSESSED UNITS.** All solid waste generated or accumulated by a non-assessed unit shall be collected, conveyed and transported by the designated franchisee within which franchise area such non-assessed unit is located, and the owners of all non-assessed units on the established route of the designated franchisee for such franchise area in which the non-assessed unit is located shall subscribe to such franchisee's collection service. However, roll-off services for sites under construction during the period prior to the issuance of a certificate of occupancy shall not be included within the requirements of this Resolution, but shall be regulated by separate resolution.

The franchisee shall contract directly with the non-assessed unit owners for the collection of solid waste and shall be entitled to receive compensation from such owners for the service provided in accordance with the provisions, terms, conditions, requirements and limitations contained in the franchise granted to such franchisee by the franchisor.

**SECTION 13: SEVERABILITY.** If any clause, section or provision of this Resolution shall be declared by a court of competent jurisdiction to be unconstitutional or invalid for any cause or reason, only such portion shall be eliminated from this Resolution and the remainder of this Resolution shall continue in full force and effect and shall be construed to fulfill the intent of this Resolution so as to be as valid as if such invalid portion thereof had not been incorporated therein.
SECTION 14: EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

READ AND ADOPTED THIS ________ DAY OF __________, 2006, BY THE SOLID WASTE AUTHORITY BOARD.

ATTEST: SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

Sandra J. Vassalotti
Clerk to the Authority

Commissioner Addie Greene, Chairman
Solid Waste Authority Governing Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Maureen Cullen, General Counsel
EXHIBIT "A"

SCHEDULE OF STANDARDS FOR RESIDENTIAL UNIT

In making the determination of whether the Owner has demonstrated an error in the classification assigned to the parcel of improved real property in question, the following standards shall be considered. These factors are not exclusive and are only guides.

SECTION A: These factors indicate an assessable use and/or its classification of use:

1) The subject parcel is improved with buildings, structures or other improvements designed or constructed for and capable of use or used for human inhabitation.

2) The type of actual use to which the parcel is currently being applied.

3) If not in current use, the most apparent use for the parcel based on its construction, layout, location, equipment and/or furnishings.

4) The property appraiser's classification.

5) The unit has "kitchen facilities", which is defined to include one or more of the following: stove, refrigerator, microwave, hot plate, sink, or dishwasher.

6) Separate entrances and capability of separate living quarters.

SECTION B: These factors do not of themselves deem a parcel as non-assessable:

1) That parcel is currently vacant.

2) That parcel is currently not in use.

3) That parcel is partially vacant or partially not in use.

4) Lack of utility connection.

SECTION C: Examples of structures that are considered as not capable of generating waste, and thus are not assessable:

1) Canopies or shelters used for parking only and detached from other structures on parcel.

2) Detached garage used solely for storage of automobile(s) and normal residential possessions in the same manner as if the garage were attached to a residential structure.

3) Barns, sheds or storage buildings used to house equipment, farm supplies, etc. and in which no manufacturing, commercial operation or other like activity is performed.

4) Boat docks;

5) Structure for which a demolition or condemnation order has been issued.
ORDINANCE NO. 2006-017

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, TO BE KNOWN AS "THE POST-DISASTER DEBRIS RECOVERY ORDINANCE"; RELATING TO DISASTER DEBRIS COLLECTION AND REMOVAL; PROVIDING FOR DECLARATION OF FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTATION OF THE COMPREHENSIVE EMERGENCY MANAGEMENT PLAN OF PALM BEACH COUNTY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CAPTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature, through the Palm Beach County Solid Waste Act, created the Solid Waste Authority of Palm Beach County, Florida (the "Authority") and granted to it the responsibility for solid waste management in Palm Beach County, Florida (the "County"), and authorized the Authority to enter into Interlocal Agreements to provide solid waste related government functions; and

WHEREAS, the Board of County Commissioners of Palm Beach County, Florida (the "Board"), through an Interlocal Agreement with the Authority dated September 21, 1988, transferred to the Authority the duty and responsibility to provide a mandatory solid waste collection program throughout the entire unincorporated areas of the County; and

WHEREAS, the Authority on behalf of the Board has established a mandatory solid waste collection program for the entire unincorporated areas of the County; and

WHEREAS, in order to implement provisions of the Comprehensive Emergency Management Plan of Palm Beach County (the "Emergency Plan"), the Authority is directed to act on behalf of the Board to collect and remove disaster debris throughout the unincorporated areas of the County.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Section 1: TITLE.

This Ordinance shall be known as the Palm Beach County Post-Disaster Debris Recovery Ordinance.

Section 2: DECLARATION OF FINDINGS AND INTENT.

This Board finds that in the event of a disaster occurring in the County a public health and safety threat may result from the generation of widespread debris
throughout the County, that such debris constitutes a hazardous environment for all modes of movement and transportation of the residents as well as emergency aid and relief services, endangerment to all properties in the County, an environment conducive to breeding disease and vermin, and greatly increased risk of fire, and that it is in the public interest to collect and remove disaster debris from all properties whether public lands, public or private roads, and gated communities to eliminate an immediate threat to life, public health and safety, to reduce the threat of additional damage to improved property, and to promote economic recovery of the community at large.

It is the intent of this Ordinance to promote the health, welfare and safety of the residents of the County by implementing the Emergency Plan by providing for the collection and removal of disaster debris throughout the unincorporated public and private roads, gated communities, and public areas of the County, to eliminate an immediate threat to the life, public health and safety of the residence of the county.

Section 3: IMPLEMENTATION OF COMPREHENSIVE EMERGENCY MANAGEMENT PLAN OF PALM BEACH COUNTY.

The Authority, pursuant to the Interlocal Agreement and the powers and authority invested in it by the Palm Beach County Solid Waste Act, is hereby directed to implement the provisions of the Emergency Plan when a Local State of Emergency has been declared pursuant to the Emergency Plan, or if declared by the State of Florida or the Federal government, by acting on behalf of the County to collect and remove disaster debris throughout the unincorporated areas of the County, and to enter in and upon the public and private roads, gated communities, and public areas of the County as necessary, to eliminate any immediate threat to life, public health and safety of the residents of the County, to reduce the threat of additional damage to improved property, and to promote economic recovery of the community at large.

Section 4: INCLUSION IN THE CODE OF LAWS AND ORDINANCES.

The provisions of this Ordinance shall become and be made a part of the Code of Laws and Ordinances of Palm Beach County, Florida. The sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "Ordinance" may be changed to "section," "article," or any other appropriate word.

Section 5: REPEAL OF LAWS IN CONFLICT.

Any laws or ordinances in conflict with the Ordinance that Palm Beach County is authorized to repeal are hereby repealed.

Section 6: SEVERABILITY.

If any section, paragraph, sentence, clause, phrase of word of this Ordinance is, for any reason, held or declared by a court to the unconstitutional, inoperative or void, such holding shall not affect the remainder of the Ordinance.
Section 7: CAPTIONS.

The captions, section headings and section designations used in this Ordinance are for convenience only and shall have no effect on the interpretation of the provisions of this Ordinance.

Section 8: EFFECTIVE DATE.

This Ordinance shall become effective upon filing with the Department of State.

APPROVED AND ADOPTED by the Board of County Commissioners of Palm Beach County, Florida on the 15th day of August, 2006.

SHARON R. BOCK, CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: Deputy Clerk

By: Topy Masilotti, Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: County Attorney

Filed with the Department of State on the 24th day of August, 2006.
PALM BEACH COUNTY

PREVIOUS REVISIONS BY YEAR FOR DEBRIS MANAGEMENT PLAN

Enclosure 7
2015 Plan Revisions

Modifications from the 2014 Plan include:

- The addition of a Health and Safety Strategy, included as Enclosure 4.
- Removing Enclosure 2 - Critical Facilities and Primary Road Clearance List from the Plan. The Plan requires the County to maintain this list and it can be accessed from them.
- Revising Table 1 and 2 to reflect changes in residential unit counts.
- Changes to Figure 2 to reflect new contractors.
- Revisions to Load Ticket sample and accompanying text to reflect change from 5-part to 4-part form.
- Removing obsolete contact information from the County Department and Agency Responsibilities Section.
- Re-ordering Enclosures to simplify collating and copying.
2016 Plan Revisions

Modifications from the 2015 Plan include:

- Revised Table 1 and 2 to reflect changes in residential unit counts.
- Removed language “The SWA Director of Engineering will provide Field Monitoring Teams.” from page 16.
- Removed language “Coordinate with Code Enforcement for Debris Site Monitors and training” from page 21.
- Inserted language “as needed” at end of sentence: “Coordinate with Airports on debris removal priorities as needed.” on page 21.
- Removed language “Managing Director” from sentence: “The SWA Managing Director will coordinate all non-emergency solid waste management activities through the existing SWA organizational structure.” on page 21.
- Addition of RFP entitled “Disaster Debris Management and Support Services” to Enclosure 5 cover page and Enclosure 5 section.
- Addition of Enclosure 7 to include previous years’ revisions.
2017 Plan Revisions

Modifications from the 2016 Plan include:

- Added SWA EOC Representatives to PBC Debris Management Organization Chart (Figure 1).
- Revised contact names and Debris Removal & Disposal Contractors on SWA Debris Management Center Organization Chart (Figure 2).
- FDEP document: Guidance for Establishment, Operation, and Closure of Staging Areas for Hurricane-generated debris, updated 10-4-16 (referenced page 8).
- Revised Table 1 and 2 to reflect changes in residential unit counts (pages 12-13).
- Revisions to Temporary Debris Management Sites map (Enclosure 1).
- Revisions to listing of Temporary Debris Management Sites (Enclosure 2).
- Replaced previous RFP 13-240 and addendum, dated June 2013 with RFP 17-204 and addendums, dated December 2016, for Hurricane/Disaster Debris Removal, Reduction and Disposal (Enclosure 5).
2018 Plan Revisions

Modifications to the Plan include:

- Replaced former County Engineer (George Webb) with new County Engineer, David L. Ricks on Acknowledgements’ page.
- Added PBC Representatives to PBC Debris Management Organization Chart (Figure 1).
- Revised contact names and added two departments (GIS and Purchasing) to SWA Debris Management Center Organization Chart (Figure 2).
- Tables 1 and 2 reflect only minor administrative language changes and no changes in residential unit counts (pages 12-13).
- Revisions to Disaster (replaced Temporary with Disaster) Debris Management Sites map (Enclosure 1). Added two additional DDMS to map.
- Revisions to listing of Disaster (replaced Temporary with Disaster) Debris Management Sites (Enclosure 2). Added additional site information for each location and added two new DDMS to listing.
- Increased a few setback requirements, added language referring to Emergency Final Order and clarified location requirements for management sites pursuant to FDEP’s Guidance for Establishment, Operation, and Closure of Disaster Debris Management Sites dated October 4, 2016.