

**RESOLUTION NO. 120-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROVING A WORK ORDER WITH JORDAN, JONES AND GOULDING (JJG) TO PROVIDE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AT A COST OF \$34,500 FOR A STORM WATER QUALITY IMPROVEMENT PROJECT WITHIN THE CITY'S RIGHT-OF-WAY IN THE AREA OF 16<sup>TH</sup> STREET AND AVENUE F TO LAKE WORTH LAGOON IMPACTING THE RC-4 DRAINAGE AREA OF THE CITY, RELIEVING THE CITY OF THESE FUTURE COSTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Riviera Beach has been awarded a \$1.6 Million grant on behalf of Lockheed Martin, Inc., to dredge Lockheed's submerged lands within Lake Worth Lagoon and construct a 484 ft. pier, which provides public access to Lake Worth Lagoon; and

**WHEREAS,** the City of Riviera Beach, Palm Beach County and Lockheed Martin have entered into a Tri-Party Agreement to facilitate the dredging of Lake Worth Lagoon and the construction of the pier, which supports Lockheed's \$10 Million expansion and creation of 100 jobs; and

**WHEREAS,** the construction of a storm water quality improvement project noted in the City's proposed storm water master plan by Lockheed addresses environmental permitting requirements to receive permitting for the project and relieves the City of these future costs; and

**WHEREAS,** Jordan, Jones & Goulding (JJG) is the City's storm water management engineer and is best suited to provide construction management and inspection services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA THAT:**

**SECTION 1.** Jordan, Jones & Goulding (JJG) is authorized to provide construction management and inspection services at a cost of \$34,500 for a water quality improvement project in the area of 16<sup>th</sup> Street and Avenue F to Lake Worth Lagoon, which is part of the RC-4 drainage area.

**RESOLUTION NO. 120-10**

**-2-**

**SECTION 2.** The City will issue permits for construction upon review and approval of plans submitted for the project.

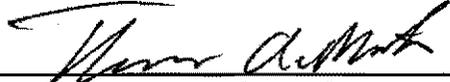
**SECTION 3.** This Resolution shall take effect upon its passage and approval by City Council.

**PASSED and APPROVED this 6TH day of October, 2010.**

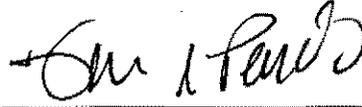
RESOLUTION NO. 120-10

-3-

APPROVED:



THOMAS A. MASTERS  
MAYOR



DAWN S. PARDO  
CHAIRPERSON

ATTEST:



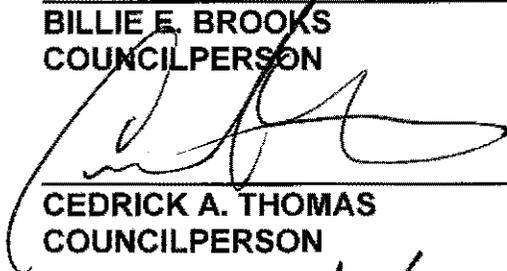
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK



JUDY L. DAVIS  
CHAIR PRO TEM

ABSENT

BILLIE E. BROOKS  
COUNCILPERSON



CEDRICK A. THOMAS  
COUNCILPERSON



SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: C. THOMAS

C. THOMAS AYE

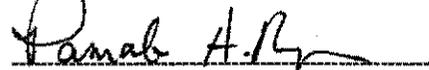
D. PARDO AYE

J. DAVIS AYE

B. BROOKS ABSENT

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/22/10

**RESOLUTION NO. 121-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION TO PROVIDE FUNDING IN THE AMOUNT OF \$47,756 FOR AN ADDITIONAL POLICE OFFICER POSITION WITHIN THE WEED AND SEED PROGRAM THROUGH JUNE 30, 2011, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE INTERLOCAL AGREEMENT; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN THE WEED AND SEED PROJECT FUND (123); AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Palm Beach Criminal Justice Commission has awarded the city of Riviera Beach Weed and Seed program a grant in the amount of \$47,756 to hire a police officer; and

**WHEREAS**, the funds are designated for the "Weed" component of the Riviera Beach Weed and Seed program, which allows a police officer to work at the safe haven mentoring children, addressing crime, documenting and retrieving requested crime statistics and other related issues..

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:**

**SECTION 1.** The City Clerk and Mayor approve the interlocal agreement between the Palm Beach County Criminal Justice Commission and the City of Riviera Beach.

**SECTION 2.** The Mayor and City Clerk are authorized to execute the agreement.

**SECTION 3.** That the number of authorized positions of police officer in the police department is hereby increased by one, for the duration of this interlocal agreement.

**SECTION 4.** That the Finance Director is authorized to set up a budget in the Weed and Seed Project Funds (123) as follows:

<b>Revenue:</b>		
123-00-337902	\$47,756	County Weed and Seed Grant

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**Expenditures:**

123-0817-521-4-5201	\$1,321.00	Operating Supplies
123-0822-521-4-1201	\$27,372.00	Salaries and wages
123-0822-521-4-1401	\$2,094.00	FICA/Medicaid
123-0822-521-4-1403	\$5,940.00	Health/Dental Insurance
123-0822-521-4-1404	\$80.00	Life
123-0822-521-4-1402	\$10,949.00	Pension

**SECTION 5.** This section shall take effect immediately upon its passage and approval.

**PASSED and APPROVED** this 6TH day of OCTOBER, 2010.

RESOLUTION NO. 121-10

PAGE 3

APPROVED:

  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIRPERSON

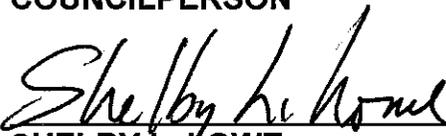
ATTEST:

  
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CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
\_\_\_\_\_  
JUDY L. DAVIS  
CHAIR PRO TEM

ABSENT  
\_\_\_\_\_  
BILLIE E. BROOKS  
COUNCILPERSON

  
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CEDRICK A. THOMAS  
COUNCILPERSON

  
\_\_\_\_\_  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: C. THOMAS

C. THOMAS AYE

D. PARDO AYE

J. DAVIS AYE

B. BROOKS ABSENT

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/23/10

RESOLUTION NO. 122-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH THE PALM BEACH CONSULTING GROUP, LLC FOR PROFESSIONAL SERVICES FOR THE INTERNATIONAL HARBOR AT RIVIERA BEACH PROJECT; INCREASING THE CONTRACT AMOUNT FROM \$25,000 TO \$32,500; AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT IN THE AMOUNT OF \$7,500 FROM ACCOUNT NO. 001-0717-515-0-3106; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, in May, 2010 the City and the CRA entered into an Agreement with Palm Beach Consulting Group, LLC ("Group") to provide professional services for the International Harbor at Riviera Beach Project as Project Manager; and

**WHEREAS**, in accordance with the agreement, payments were not to exceed \$25,000; however, the Group continued to provide services after the \$25,000 was exhausted; and

**WHEREAS**, the Group has incurred an additional \$7,500 in costs and fees through September 30, 2010.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

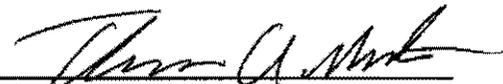
**SECTION 1.** That Mayor and City Clerk are authorized to execute an Amendment to the Professional Service Agreement with Palm Beach Consulting, LLC.

**SECTION 2.** That the contract amount is increased from \$25,000 to \$32,500 and the Interim Finance Director is authorized to make payment in the amount of \$7,500 from Account No. 001-0717-515-0-3106.

**SECTION 3.** This Resolution shall become effective upon its passage and approval by the City Council.

**PASSED AND APPROVED this 6TH day of OCTOBER, 2010.**

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

  
DAWN S. PARDO  
CHAIRPERSON

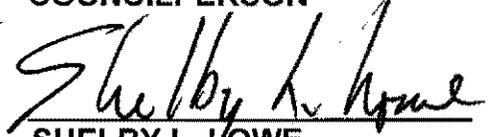
ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JUDY L. DAVIS  
CHAIRPERSON PRO TEM

ABSENT  
BILLIE E. BROOKS  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: C. THOMAS

D. PARDO AYE

J. DAVIS AYE

B. BROOKS ABSENT

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA H. RYAN, CITY ATTORNEY

9/30/10  
DATE:

**AMENDMENT TO THE PROFESSIONAL SERVICES  
AGREEMENT**

This Amendment to the Professional Services Agreement is made this 13 day of October 2010 by and between the City of Riviera Beach, Florida ("City") and Palm Beach Consulting Group, LLC, A Florida Limited Liability Company ("Consultant").

**WHEREAS**, the City and Consultant are parties to that Professional Services Agreement ("Agreement") dated May 5, 2010; and

**WHEREAS**, the City previously agreed to pay Consultant for services rendered an amount not to exceed \$25,000; however the Consultant continued to provide services after the \$25,000 was exhausted; and

**WHEREAS**, the Consultant has incurred an additional \$7,500 in costs for services rendered to the City.

**NOW, THEREFORE**, upon material consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 3 (A) is amended **FROM**:

Services provided under this Agreement shall not exceed \$25,000.00. As consideration for performance of work rendered under this Agreement and attached as **Attachment A** "Scope of Services", the City agrees to pay the Consultant a fixed fee of \$25,000.00

**TO:**

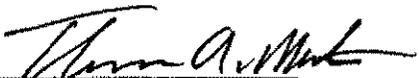
Services provided under this Agreement shall not exceed \$32,500.00. As consideration for performance of work rendered under this Agreement and attached as **Attachment A** "Scope of Services", the City agrees to pay the Consultant a fixed fee of \$32,500.00

2. All provisions not specifically modified herein remain in full force and effect as set out in the Agreement.

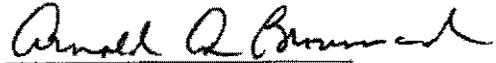
**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, the parties have executed this Amendment to the Professional Services Agreement on the day and date first above written.

CITY OF RIVIERA BEACH, FLORIDA

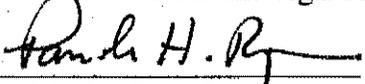
By:   
THOMAS A. MASTERS  
MAYOR

THE PALM BEACH  
CONSULTING GROUP, LLC

By:   
ARNOLD BROUSSARD

Attest:   
By:   
CARRIE E. WARD, MMC  
CITY CLERK

Approved as to form and legal sufficiency

By:   
PAMALA H. RYAN  
CITY ATTORNEY

## **ATTACHMENT A**

### **Scope of Services Project Manager “International Harbor at Riviera Beach” Project**

The Project Manager shall be responsible for the following scope of services. Due to the ongoing nature of work to be done on the Project over its life cycle, it is not anticipated that all work activities identified below will result in “completed” tasks.

#### **Scope of Services**

1. Serve in the capacity of “Project Manager” on the Project, acting as the City and CRA’s project representative. Project management services to include planning, organizing, and managing resources to bring about the successful execution of the approved Conceptual Plan and completion of specific project goals and objectives. Monitor and administer project tasks.
2. Represent the City and CRA in meetings and negotiations with the developer, proposed sub-developers and other professional services providers.
3. Identify prospective mechanisms to finance/fund Project elements.
4. Represent the City/CRA in meetings, conferences, workshops, and similar gatherings related to the Project.
5. Assist the City Manager and CRA management in coordinating staff activities in support of Project development activities.
6. Develop a Project element phasing plan and monitor its implementation.
7. Develop and monitor Project element budgets.
8. Insure Project element compliance with Disposition and Development Agreements, leases, and other legal documents associated with project elements.

The time period for which the services of the Project Manager are required is March 20 - September 30, 2010. The Consultant will be compensated by the City and the CRA.

## **Fee for Services and Schedule of Payments**

The above "Scope of Services" will be performed over the period March 20 - September 30, 2010. The compensation of the Project Manager, by the City, for the Scope of Services identified above shall be \$25,000. The Consultant will be compensated by the CRA under a separate agreement with the CRA.

The Project Manager will provide the City and the CRA with monthly, written progress/status reports in support of Project activities conducted during the month. The Consultant will request that the CRA structure its payments to the Consultant in a similar manner as noted below for the City.

1. For the period March 20 - April 30 2010, the Consultant shall be paid by the City \$7,500 upon submission of an invoice and a progress/status report covering that period. The balance of \$7,500 for the period will be billed to the CRA.
2. For the period May 1 - September 30, 2010, Consultant shall be paid by the City at the rate of \$5,000 per month, in semi-monthly payments of \$2,500 each, based on invoices submitted by the Consultant. The first semi-monthly payment is due on or about the middle of the month upon submission of an invoice. The second semi-monthly payment is due and payable following the submission of an invoice for the balance due for the month (\$2,500) with the progress/status report attached. The CRA will be asked to pay Consultant on the same basis as noted above.
3. Payments shall be made to the Consultant, and the Consultant shall provide services to the City and the CRA, until the Consultant's billings have reached \$25,000, or unless terminated earlier in accordance with Section 4 of this Agreement.

RESOLUTION NO. 123-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE GENERAL EMPLOYEES JOB CLASSIFICATION LIST BY CREATING AND ADDING THE CLASSIFIED POSITION OF IT SPECIALIST/WEBMASTER; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City's contractor PSD Software significantly enhanced the City's website and recently turned over daily operational and development responsibilities to the Information Technology (IT) Division; and

**WHEREAS**, to accommodate the additional responsibilities it is necessary to create a position that can provide traditional IT technical support as well as Webmaster development and support; and

**WHEREAS**, as part of the City's fiscal year 2010-2011 operating budget process, City Council approved the concept and funding to reclassify one Information Services Technician position to an IT Specialist / Webmaster position; and

**WHEREAS**, the General Employees Job Classification List shall be amended to add the classified position of IT Specialist / Webmaster at Pay Grade 18.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1.** That the following classified position shall be created for the Information Technology Division by amending the General Employees Job Classification List as follows:

<u>Title</u>	<u>Pay Grade</u>	<u>Salary Range</u>
IT Specialist / Webmaster	18	\$47,818 – 74,117

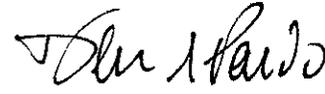
**SECTION 2.** This Resolution shall take effect upon its passage and approval by City Council.

**PASSED AND APPROVED THIS 6TH DAY OF OCTOBER, 2010.**

RESOLUTION NO. 123-10  
PAGE 2

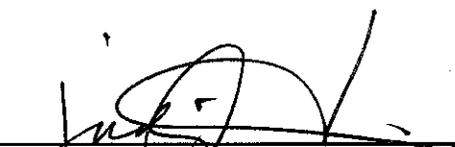
APPROVED:

  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIRPERSON

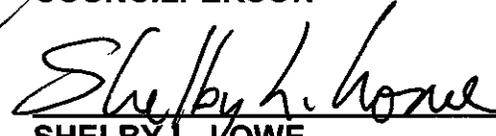
ATTEST:

  
\_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
\_\_\_\_\_  
JUDY L. DAVIS  
CHAIR PRO TEM

ABSENT  
\_\_\_\_\_  
BILLIE E. BROOKS  
COUNCILPERSON

  
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CEDRICK A. THOMAS  
COUNCILPERSON

  
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SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: C. THOMAS

D. PARDO AYE

J. DAVIS AYE

B. BROOKS ABSENT

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY  
  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/23/2010

RESOLUTION NO. 124-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED PROFESSIONAL SERVICES AGREEMENT AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH MALCOLM PIRNIE INC., OF FT LAUDERDALE, FLORIDA BY PIGGYBACKING FROM SOLID WASTE AUTHORITY OF PALM BEACH (SWA) RFP #08-233 TO PROVIDE DEBRIS MONITORING SERVICES ON AN AS-NEEDED BASIS AS MAYBE REQUIRED BY THE CITY OF RIVIERA BEACH; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** The City needs to insure it is adequately prepared to effectively respond to potential future needs for debris monitoring services required to qualify for state and federal reimbursement of debris removal cost associated with declared disasters; and.

**WHEREAS,** The Purchasing Department has identified a qualified company to provide debris monitoring services: Malcolm Pirnie Inc., on an as-needed basis; and

**WHEREAS,** The City Council of the City of Riviera Beach, Palm Beach County, Florida, does hereby accept the Purchasing Department's recommendation and approves the piggyback agreement for debris monitoring services.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA THAT:**

**SECTION 1.** The Mayor and City Clerk are authorized to execute the agreement for debris monitoring services for Riviera Beach by piggybacking Solid Waste Authority of Palm Beach RFP # 08-233 with Malcolm Pirnie Inc.

**SECTION 2.** The Mayor and Finance Director are authorized to make payment from the appropriate accounts.

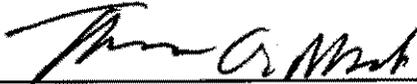
**SECTION 3.** The City Manager is hereby authorized to execute contract renewals as detailed in the contracts.

**RESOLUTION NO. 124-10**  
**PAGE 2**

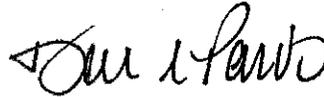
**SECTION 4.** This Resolution shall take effect upon its passage and approval by the City Council.

**PASSED AND APPROVED this 6TH day of OCTOBER, 2010**

APPROVED:



THOMAS A. MASTERS  
MAYOR

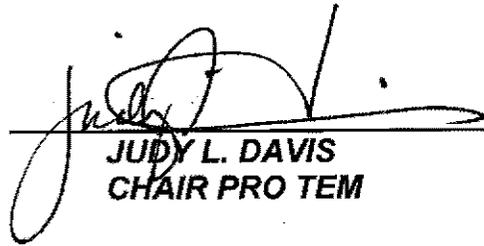


DAWN S. PARDO  
CHAIRPERSON

ATTEST:



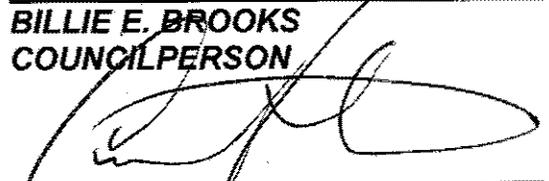
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CITY CLERK



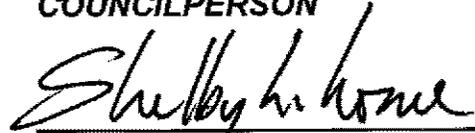
JUDY L. DAVIS  
CHAIR PRO TEM

ABSENT

BILLIE E. BROOKS  
COUNCILPERSON



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J. DAVIS AYE

B. BROOKS ABSENT

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/23/2010

## MATERIALS AND/OR SERVICE AGREEMENT

**THIS AGREEMENT** made and entered into this 13 day of October, 2010 by and between Malcolm Pirnie, Inc., hereinafter referred to as "**Independent Contractor**," whose mailing address is 8201 Peters Road, Suite 3400, Plantation, Florida 33324 and the **CITY OF RIVIERA BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as "**City**," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

**WHEREAS**, Solid Waste Authority of Palm Beach County posted an Request for Proposal, to wit, RFP No.: 08-233, hereinafter the "RFP" for Disaster Management and Recovery Services, the terms of which are incorporated herein by reference; and

**WHEREAS**, Independent Contractor was the successful responsible proposer; and

**WHEREAS**, the RFP allowed for and encouraged the successful proposer to extend such terms and conditions to other governmental agencies; and

**WHEREAS**, Independent Contractor desires to extend such to the City.

In consideration of the mutual covenants and promises set forth herein, the parties to this agreement do hereby agree as follows:

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the RFP.
2. To the extent that there exists a conflict between the RFP and this Agreement, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.
3. That the City does hereby retain the services of the Independent Contractor for the purpose of Debris Monitoring Services as set forth more fully in Exhibit "A" attached hereto and incorporated herein by reference.
4. Work must begin within three (3) calendar days of a declared disaster or date of receipt of official notice to proceed and shall be carried on at a rate to insure its full completion from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this agreement.
5. The City agrees to compensate the Independent Contractor in the amount, as set forth in more detail in the fee proposal, attached hereto as Exhibit "B". The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The City shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in herein or in an exhibit.
6. This Agreement may be terminated by either party with or without cause upon thirty days (30) days prior written notice. In the event that the City terminates this Agreement, for any reason whatsoever, the Independent Contractor understands and agrees that he/she shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Agreement.
7. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.

8. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

9. All of the services required hereunder shall be performed by the Independent Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

10. The Independent Contractor agrees that that it is fully responsible to the City for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.

11. All of the Independent Contractor's personnel (and all Subcontractors) while on City premises will comply with all City requirements governing conduct, safety and security.

12. The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Independent Contractor authorized to use the City's Tax Exemption Number in securing such materials.

13. Prior to execution of this Agreement by the City the Independent Contractor shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Independent Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City's representative. Compliance with the foregoing requirements shall not relieve the Independent Contractor of its liability and obligations under this Agreement.

14. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the Independent Contractor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

15. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

16. The Independent Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

17. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Independent Contractor shall specifically include the City as an "Additional Insured."

18. The Independent Contractor shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

19. The Independent Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Independent Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the Independent Contractor's request, the City shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the City, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time. If the Independent Contractor is delayed at any time in the process of the work by any act or neglect of the City or its employees, or by any other contractor employed by the City, or by changes ordered by the City or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Independent Contractor's control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the City may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

20. The Independent Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than as specifically provided for in this Agreement.

21. The City reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the City's notification of a contemplated change, the Independent Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall effect the Independent Contractor's ability to meet the completion dates or schedules of this Agreement. If the City so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change.

22. If the City elects to make the change, the City shall initiate an Agreement Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Manager for the City.

23. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Agreement shall be guaranteed by the Independent Contractor for a period of one year from the date of final acceptance thereof by the City against defects in design, workmanship, or materials. Upon receipt of notice from the City of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the City, the City may accomplish the work at the expense of the Independent Contractor.

24. The Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall protect such work and the City' property from injury or loss arising during the term of the Agreement. Except for any such damage, injury, or loss which may be directly due to errors caused by the City or employees of the City, the Independent Contractor shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

25. Until acceptance of the work by the City, the City's property shall be under the charge and care of the Independent Contractor and the Independent Contractor shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the Independent Contractor shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the City.

26. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

27. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

28. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

29. Time is of the essence in all respects under this agreement.

30. Failure of the City to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of City's right to enforce or exercise said right(s) at any time thereafter.

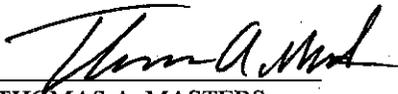
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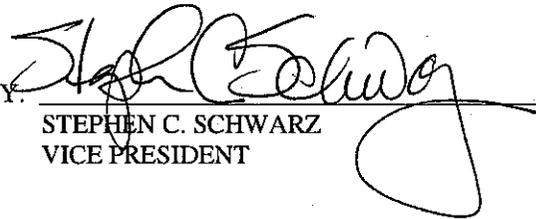
**AGREEMENT WITH THE CITY OF RIVIERA BEACH**

IN WITNESS WHEREOF, the Parties unto this Agreement have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

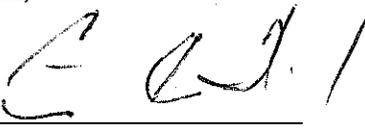
MALCOLM PIRNIE INC.

BY:   
THOMAS A. MASTERS  
MAYOR

BY:   
STEPHEN C. SCHWARZ  
VICE PRESIDENT

ATTEST:

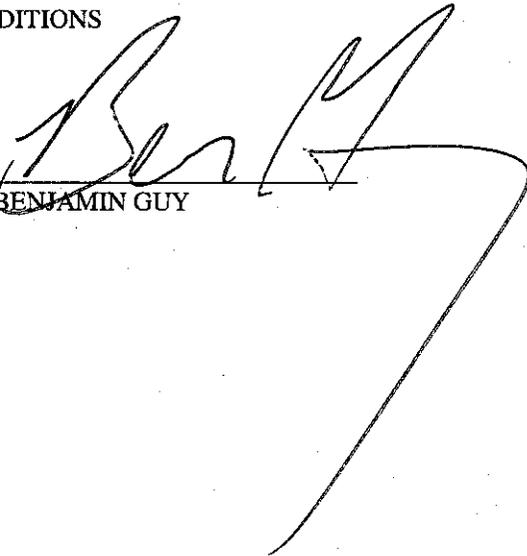
(SEAL)

BY:   
CARRIE E. WARD, MMC  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
PAMALA H. RYAN  
CITY ATTORNEY

BY:   
BENJAMIN GUY

DATE: 9/22/2010

EXHIBIT A



**AGREEMENT**

**FOR**

**DISASTER DEBRIS MANAGEMENT AND SUPPORT SERVICES**

**BETWEEN**

**THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**

**AND**

**MALCOLM PIRNIE, INC.**

**AGREEMENT NO. 08-233**

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**AGREEMENT FOR PROFESSIONAL SERVICES**  
**AGREEMENT No. 08-233**

*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 Malcolm Pirnie, Inc. (hereinafter referred to as CONTRACTOR), a Florida Corporation, whose Federal Employer Identification Number is 13-2653703;

*Whereas*, AUTHORITY requires disaster debris management and support services.

*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 August 12, 2008.

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 at the same terms and conditions. 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 CONTRACTOR**

CONTRACTOR shall perform the services as specifically stated in the Scope of Work (Exhibit A) and as may be specifically designated and authorized by the AUTHORITY. Such authorizations will be referred to as Consultant Services Authorizations (CSA). Each CSA form will set forth a specific Scope of Services, amount of compensation and completion date.

**ARTICLE 3 - COMPENSATION**

**3.1 - GENERAL**

AUTHORITY shall pay CONTRACTOR in accordance with Exhibit B -- Fee Schedule, which is attached hereto and incorporated by reference as part of this Agreement.

Compensation may be negotiated as a lump sum or not to exceed price on a per-project basis, on each individual CSA. Invoices must reference the current contract number or Consultant Services Authorization number (if any).

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 Michelle Napier

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.

#### ARTICLE 4 - INSURANCE

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 \$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. **Excess 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.

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. CONTRACTOR shall include AUTHORITY as an **additional insured** on the General 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.

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.

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**

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.

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**

CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the AUTHORITY, its employees and representatives, from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the AUTHORITY, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any wrongful or negligent acts or omissions of the CONTRACTOR, its employees, or agents, arising out of or connected with this Agreement. The CONTRACTOR shall not be required to indemnify the AUTHORITY or its agents, employees, or representatives, when an occurrence results from the wrongful acts or omissions of the AUTHORITY, or its agents, employees or representatives.

##### **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**

CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. AUTHORITY shall have no right to supervise the methods used, but AUTHORITY shall have the right to observe such performance.

CONTRACTOR shall work closely with AUTHORITY in performing Services under this Agreement.

The CONTRACTOR shall not pledge the AUTHORITY'S credit or make it a guarantor of payment of 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-CONSULTING**

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.

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, including; existing reports, studies, financial information, and other required data that are available in the files of the AUTHORITY.

### **ARTICLE 14 - TERMINATION OF AGREEMENT**

This Agreement may be terminated by the CONTRACTOR upon thirty (30) days prior written notice to the AUTHORITY in the event of substantial failure by the AUTHORITY to perform in accordance with the terms of the Agreement through no fault of the CONTRACTOR. It may also be terminated by the AUTHORITY with or without cause immediately upon written notice to the CONTRACTOR. 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. After receipt of a Termination Notice and except as otherwise directed by the AUTHORITY, the CONTRACTOR shall:

- a. Stop work on the date and to the extent specified.
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- c. Transfer all work in process, completed work, and other material related to the terminated work to the AUTHORITY.
- d. Continue and complete all parts of the work that have not been terminated.

The CONTRACTOR shall be paid for services actually rendered to the date of termination.

### **ARTICLE 15 - UNCONTROLLABLE FORCES**

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.

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 16 - GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida.

#### **ARTICLE 17 - NON-DISCRIMINATION**

The CONTRACTOR 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 18 - 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 19 - 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 20 - 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 21 - 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 22 - 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 23 - 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 24 - TRUTH-IN-NEGOTIATION CERTIFICATE**

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.

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 25 - 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 26 - ACCESS AND AUDITS

CONTRACTOR shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The AUTHORITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the CONTRACTOR'S place of business.

## ARTICLE 27 - 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 N. Jog Road  
West Palm Beach, Florida 33412  
Attention: Executive Director

**As To CONTRACTOR**

Malcolm Pirnie, Inc.  
8201 Peters Road, Suite 3400  
Plantation, Florida 33324  
Attention: Stephen C. Schwarz, P.E., BCEE, Vice President  
Office No.: 954-761-3460 Fax No.: 954-761-7939

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 CONTRACTOR and AUTHORITY.

## ARTICLE 28 - CONTRACT ADMINISTRATION

Services of CONTRACTOR shall be under the general direction of **John Archambo, Director of Customer Relations**, or his/her successor, who shall act as the AUTHORITY'S representative during the term of the Agreement.

**ARTICLE 29 - 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:

**Leah K. Richter, P.E., Client Service Manager**

Office No.: 954-525-2499 Cell No.: 954-599-7368 E-Mail: [lrichter@pirnie.com](mailto:lrichter@pirnie.com)

**Sam Rosania, VP Program Manager**

Office No.: 813-248-6900 Cell No.: 813-505-1313 E-Mail: [srosania@pirnie.com](mailto:srosania@pirnie.com)

**Darius Stankunas, Project Manager**

Office No.: 813-248-6900 Cell No.: 813-417-0106 E-Mail: [dstankunas@pirnie.com](mailto:dstankunas@pirnie.com)

**ARTICLE 30 - MINORITY/WOMAN/SMALL BUSINESS ENTERPRISE (M/W/SBE)  
AFFIRMATIVE ACTION PROGRAM**

The Governing Board of the AUTHORITY has set 15% as the AUTHORITY'S goal for minority participation in contracts and purchases. CONTRACTOR shall submit a plan showing how he/she will assist the AUTHORITY in achieving this goal through women/minority subcontractor participation or any other method. Minority hiring, although laudable, does not qualify for the purpose of meeting the goal above cited. The goal is to encourage doing business with certified M/W/SBE'S. The AUTHORITY will require documentary proof of the implementation and progress of the proposed plan.

The CONTRACTOR understands that each minority and/or women-owned firm utilized pursuant to this Agreement to meet the AUTHORITY M/W/SBE goals must be certified by a governmental entity. Certificates shall be submitted for specific M/W/SBE'S listed in the plan.

**ARTICLE 31 - 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 unless required to be disclosed by law or court order.

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## ARTICLE 32 - FHWA

1. FHWA Form 1273. The parties agree that the Contract incorporates into its terms and conditions all of the provisions set forth in the document commonly known as FHWA Form 1273. The term "contractor," as used in shall apply to and mean the CONTRACTOR, Malcolm Pirnie, Inc., who may also be referred to as the "prime contractor", "bidder", "proposer", "prospective primary participant", "prospective participant", "participant" or the like. The document labeled "Exhibit D" shall be added to and made a part of the Contract as "Exhibit D".
  - A. The CONTRACTOR shall comply with the Davis-Bacon wages rates to the extent applicable to the work performed under this Contract. 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.htm>. Said wage rate tables are incorporated into and made a part of this Contract by reference.
2. 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 the document labeled "Exhibit E", attached to this First Amendment. The Contract is amended to incorporate into its terms and conditions the requirements of the Buy America law as described herein and in Exhibit E to this First Amendment. 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 Contract in accordance with the requirements of law and the AUTHORITY, FDOT, FHWA, and FEMA, to the extent applicable. The document labeled "Exhibit E" shall be added to and made a part of the Contract as "Exhibit E".
3. Disadvantaged Business Enterprises.
  - A. This provision shall supplement Article 30 of the Contract. The Contract 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 Contract. 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 Contract, which may result in the termination of this Contract 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.

- B. The CONTRACTOR is required to pay its subcontractors performing work related to this Contract 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.
- C. 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/](http://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.

4. Certification Regarding Suspension and Debarment.

- A. This Contract 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 Contract as defined at 49 CFR 29.940 and 29.945.
- B. The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the term of the Contract. 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 XI of the attached Exhibit D. 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.

5. Access to Records and their Retention.

- A. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Contract for at least five (5) years after completion or termination of this Contract 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 Contract, 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.

- B. The CONTRACTOR shall make all of its books, records, and other documents related, in any manner to its or its subcontractors' performance of the Contract, 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.
6. Audit Requirements. The CONTRACTOR agrees that audits may be undertaken of its records related to its performance of the Contract 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 Contract.
7. 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 Contract comply with the requirements of the National Environmental Policy Act (NEPA) of 1969, as amended, and the regulations and guidance's related thereto.
8. 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.
9. 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.

10. **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.
11. **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. CONTRACTOR confirms that by signing and submitting a bid or proposal for the work covered by this Contract, it made the certification described in Section XII of the attached Exhibit D.
12. **Non-Collusion Statement.** The CONTRACTOR does hereby declare and confirm, under penalty of perjury under the laws of the United States and the State of Florida, that to the best of its knowledge and belief, its prices were arrived at independently without collusion, consultation or other action undertaken for the purpose of restricting competition and it has not, either directly or indirectly, entered into any agreement or participated in any collusive activity or otherwise taken any action in restraint of free competitive bidding in connection with the solicitation issued by the AUTHORITY for Hurricane/Disaster Debris Removal, Reduction and Disposal and this Contract.

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In Witness Whereof, the Solid Waste Authority of Palm Beach County, and Malcolm Pirnie, Inc. has executed this Agreement all as of the day and year first above written.

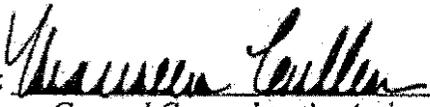
**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:**

Witness:

1.   
2. 

By:   
Mark Hammond  
Executive Director

Approved as to Form and Legal Sufficiency:

By:   
General Counsel to the Authority

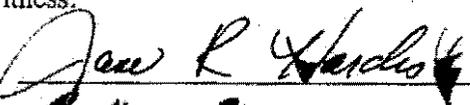
**MALCOLM PIRNIE, INC.:**

Attest:

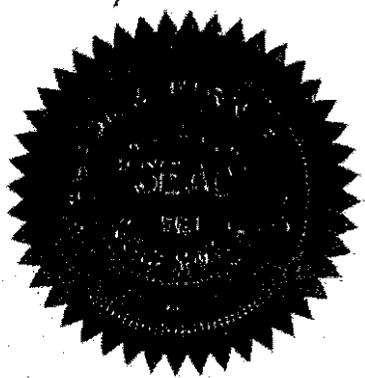
  
Asst. Corporate Secretary  
George P. Couvillion

By:   
(Corporate)

Witness:

1.   
2. 

Name: Stephen C. Schwarz  
Title: Vice President



**SCOPE OF WORK**

The CONTRACTOR must be knowledgeable in Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) regulations, guidelines and operating policies. The CONTRACTOR will support the AUTHORITY during a disaster recovery effort and will be responsible for the overall monitoring of debris collection. The CONTRACTOR 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 provide vehicle certification forms, placards, and load tickets. The AUTHORITY will provide a Field Service Representative for each debris zone to oversee and monitor the collection activity within their debris zone and to work directly with the Debris Collection CONTRACTOR and the Monitoring CONTRACTOR to schedule all work. The AUTHORITY will provide temporary debris sites (TDS).

The scope of services to be provided includes Project Management and Administration, Collection Monitoring, Load Ticket Processing, Temporary Debris Site (TDS) monitoring, Debris Vehicle Certification, Damage Complaint Tracking, Data Compilation and Reporting, Payment Monitoring and Reconciliation Processing, Reporting and Coordinating with the AUTHORITY'S Project Manager, and other related services as outlined in this Scope of Services.

**1. PROJECT MANAGEMENT AND ADMINISTRATION**

- A. The CONTRACTOR shall appoint a qualified and experienced Project Manager for overall coordination and communication with the AUTHORITY. The Project Manager shall remain on the job and available to the AUTHORITY at all times during the operational phases of the debris collection and disposal project.
- B. The CONTRACTOR shall be prepared to supply a temporary field office for the monitoring staff. The field office shall include all necessary communication and office equipment, and supplies to effectively implement assigned duties.
- C. Examples of project management and administrative responsibilities include but are not limited to:
  1. Coordinate daily briefings with key operational staff, AUTHORITY staff and debris management contractor(s) to review, formulate and update debris removal operations and strategies. Schedule, manage and conduct periodic meetings with field staff and contractors. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris management contractor(s) and the debris management operation.

2. Provide a daily report of the debris contractor crew assignments, working locations, number of trucks assigned, total loads, cubic yards collected by debris type, an updated map of streets where debris is collected, and other key operational statistics to the AUTHORITY'S Project Manager or designee.
3. Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.
4. Hire, train, deploy and supervise all field collection monitors and staff.
5. Conduct debris surveys and perform debris estimation by debris types as requested by the AUTHORITY.
6. Maintain accurate records of all debris collection vehicles, including the measurements of the inside of the useable bed space, photographs, license information, vehicle identification decal issuance and regular monitoring for vehicle modifications.
7. Track and coordinate responses to problems identified in the field, citizen complaints, including commercial and/or residential property damage claims as a result of debris removal. CONTRACTOR shall maintain a detailed GIS database of customer complaints and resolutions.
8. Make all reasonable efforts to ensure that TDS have access control and security. Conduct end of the day duties and verify that all vehicles have left the TDS at the specified time established by the AUTHORITY.
9. Make all reasonable efforts to ensure the field collection monitors are accurately recording the streets and locations where debris was collected. Maps shall be posted daily in a central location at the AUTHORITY and updated by 10:00 AM of each business day illustrating the progress from the previous day's work. Provide quality control training to all field collection and site monitors to ensure accuracy and completion of all load tickets.
10. Schedule work for all team members and sub-contractors on a daily basis.
11. Conduct inspections on a regular, predetermined and random basis. Make all reasonable efforts to ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.
12. Monitor the debris removal contractor(s) and TDS(s) for compliance with their contract with the AUTHORITY.
13. Provide training to AUTHORITY staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection contractor(s), County, state and federal agencies.
14. Develop forms, databases, etc. for tracking field activities, and submitting invoices for reimbursement, etc. Such forms and invoices shall be compatible with AUTHORITY software and approved by the AUTHORITY'S Project Manager or designee. The AUTHORITY utilizes Microsoft products (Excel, Access and Sequel Server).

15. Daily personnel tracking sheets (field reports) shall be maintained for all CONTRACTOR personnel assigned to the project.
16. Set up schedules for monitors each day and coordinate cleanup crew assignments. Survey and maintain list of areas with special needs, including but not limited to, hazardous stumps, trees, hangers/leaners, debris types, and other potential problems.
17. Prepare daily and periodic tracking reports to support debris removal, TDS operations and final debris disposal for audit purposes. Maintain a database of debris managed, costs incurred and reconcile debris collection and contractor invoices.
18. Compile records and assist the AUTHORITY with the preparation of required forms for reimbursement.
19. If requested by the AUTHORITY, provide call center operators to receive and process calls from customers with disaster debris collection concerns within unincorporated Palm Beach County.

## 2. COLLECTION MONITORING

- A. In order to obtain maximum reimbursement, all debris loads shall be monitored in the field by collection monitors to assure debris eligibility. The CONTRACTOR shall provide fully trained collection monitors to assure proper and compliant documentation protocols are instituted and followed.
- B. The CONTRACTOR shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every seven monitors unless otherwise approved by the AUTHORITY. This team will monitor the debris contractors for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the AUTHORITY through their Project Manager. All field team members shall be equipped with the state-of-the-art technology, which shall include cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.
- C. When a field collection monitor signs a load ticket, he or she is certifying that to the best of his or her knowledge and belief, ALL information on the document is complete and correct. The field collection monitor shall to the best of his or her knowledge initiate load tickets at the collection location for eligible loads only. The field collection and TDS monitors will make all reasonable efforts to assure the load ticket is completed accurately for eligible loads of disaster debris and that the load ticket is valid. Only tickets that are valid will be paid by the AUTHORITY. CONTRACTOR shall not be paid the TDS or Field Monitor at a one hour rate for each invalid eligible load ticket. In addition, the CONTRACTOR shall be responsible to the AUTHORITY for payment to the debris contractor for the collection, processing and disposal for the invalid eligible load ticket(s).

- D. The CONTRACTOR will establish a Quality Control Program to review all load tickets for completeness, accuracy and eligibility. This program will include a quality control review of load tickets at the TDS tower, at the Data Entry Center, and random reviews in the field. Tickets that are not completed will be assessed as to eligibility and validity and actions will be taken to verify all ticket data fields and establish the tickets eligibility and validity. If necessary the CONTRACTOR and the AUTHORITY will review certain load tickets to determine load ticket eligibility and validity.

Additional examples of collection monitoring quality control tasks include, but are not limited to, the following:

1. Verifying that all debris picked up is a direct result of the disaster.
2. Accurately recording the addresses, streets and locations where debris was collected.
3. Verifying that the debris collection contractor(s) are working in their assigned collection areas and roads.
4. CONTRACTOR shall stop work in progress immediately for improper monitoring documentation or work not being performed in the approved manner. The CONTRACTOR shall immediately notify the AUTHORITY'S Project Manager to review matter and provide final resolution.
5. The CONTRACTOR field monitoring team member(s) are responsible immediately to report to their supervisor any sloppy (poor collection service) and ineligible material attempting to be collected by the contractor. The monitoring CONTRACTOR'S supervisor shall immediately notify the AUTHORITY'S Project Manager of such activities for immediate resolution.
6. Inspecting work in progress to assure that removal efforts include debris of the proper type in the proper areas.
7. Assuring compliance with AUTHORITY contracts by all debris contractors and debris subcontractors.
8. Maintaining and cataloging/indexing photo documentation of recovery work on a daily basis.
9. Identifying eligible stumps, hangers and leaners. Coordinating with the AUTHORITY and federal/state representatives for eligibility determination and assure documentation (forms, photos, etc) are completed for reimbursement purposes as may be required by FEMA.
10. Making all reasonable efforts to ensure that its employees and its subcontractor(s) are working in compliance with all federal, state, local safety regulations appropriate for the task being performed.
11. Coordinating with the AUTHORITY to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc. CONTRACTOR shall maintain a detailed database of customer complaints and resolutions. Property damage complaints must be tracked using a GIS. Any

photos of the property damage must be linked in the GIS. The AUTHORITY currently has an Enterprise GIS System which utilizes ESRI's SDE, ArcINFO and Microsoft's SQL Server. Data is served out internally and externally using Orion Technologies' Onpoint which is a thin client that utilizes ESRI's ArcIMS. A personal geodatabase at minimum should be provided to the AUTHORITY with weekly updates.

12. Meeting any and all FEMA requirements.
13. Neither the services performed by the CONTRACTOR under this Agreement nor the presence of CONTRACTOR nor its employees and subcontractors at any site in performance of its services shall relieve debris removal contractor or their subcontractors, the AUTHORITY or any other entity of their obligations duties and responsibilities with respect to job-site safety. CONTRACTOR has no authority to exercise any control over the debris contractor or their subcontractors, the AUTHORITY or any other entity in connection with any health or safety precautions. CONTRACTOR shall have no responsibility for, advice on, or to issue directions regarding or assume control over safety precautions and programs in connection with the services performed by debris removal contractor or their subcontractors or any other entity except to the extent relating to CONTRACTOR'S employees.

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### 3. LOAD-TICKET PROCESS DEVELOPMENT

#### OPTION "A"

- A. The CONTRACTOR shall establish an organized process that assures complete and accurate data is being recorded on an approved AUTHORITY debris load ticket. Load tickets shall consist of multi-copy pages. The CONTRACTOR shall retain original completed tickets on behalf of the AUTHORITY and copies provided to the debris removal contractor, vehicle driver, etc., as appropriate. Tickets shall be filed in ticket number order and scanned. Scanned tickets shall be cataloged by ticket number order, easily retrievable, printable and cataloged/indexed with accompanying photos. Original tickets retained by the CONTRACTOR on behalf of the AUTHORITY shall be cataloged / indexed with accompanying photos. The hardcopy and electronic versions of the tickets shall be turned over to the AUTHORITY upon completion of the project.
- B. AUTHORITY load tickets will include the following minimum information: (conform list to match items on SWA load tickets)
1. Date
  2. Loading Site Departure Time
  3. Disposal Site Arrival Time
  4. Complete street address of closest property
  5. Type of debris
  6. Vehicle certification number
  7. Vehicle measured cubic yard capacity
  8. Percent of volume (PV)
  9. Driver name (printed)
  10. Field monitor's name (printed) and signature
  11. Name of sub-contractor
  12. TDS monitor's name (printed) and signature

#### OPTION "B" ADMS

"Automated Debris Management Systems" (ADMS).

The AUTHORITY may elect a future pilot program using ADMS on a very limited basis to monitor stumps collection, hangers, or reported property damages. AUTHORITY shall pay CONTRACTOR in accordance with Exhibit B - Fee Schedule, Option B - ADMS.

The electronic debris management system must at a minimum create load tickets electronically eliminating the need for hand written and scanned tickets. The system features must include, at a minimum the following:

1. Paperless electronic (handheld device) data collection
2. Duplicate databases for government and contractor use. CONTRACTOR database will be internet accessible to subcontractors, city, state, and other public entities on a need to know basis.
3. Minimal manual entry of traditional debris paper load ticket data fields

4. Automation of debris pickup location thru use of GPS/GIS technologies
5. Evaluation of daily event status using web-based reporting and GIS tools
6. Coordination of contractor invoices, FEMA documentation and applicant payment process enabled thru an integrated database management system.
7. CONTRACTOR may, upon the AUTHORITY'S request, use HAULPASS™ during the performance of services under this Agreement. The definition of HAULPASS™ is as follows: The hardware-software system and components thereof, including the software therein and name used under this Agreement for managing the collection, transport, and/or disposal of debris, and any and all improvements thereto. **Ownership**-CONTRACTOR shall retain sole ownership of and AUTHORITY shall have no rights with respect to, the HaulPass™ System. All rights are reserved by CONTRACTOR with respect to the HaulPass™ System under the patent, copyright, trade secret and other applicable laws of the United States. In addition, any use, disclosure and reproduction of the HaulPass™ System by the AUTHORITY is subject to the maximum restrictions (if any) set forth in all applicable federal, state, county and municipal laws, rules and regulations.

#### 4. TEMPORARY DEBRIS SITE MONITORING

- A. The CONTRACTOR shall be capable of conducting pre- and post-use environmental monitoring of the TDS locations to detect environmental contamination of the TDS, either present before use or after closeout of TDS operations, if requested by the AUTHORITY.
- B. All debris collected and disposed of, and certifications of collection vehicles shall be documented and monitored by the TDS monitors. The CONTRACTOR shall assure that TDS and field collection monitors are deployed and operational commensurate with the beginning of debris collection and the establishment of debris site(s).
- C. The CONTRACTOR shall provide TDS monitors to observe debris unloading operations at the AUTHORITY'S designated TDS(s). A minimum of two TDS monitors are required per debris site. These staff members, in conjunction with the project management team and the debris contractor, shall coordinate the logistics of the TDS to assure efficient traffic flow and proper handling of load tickets that record FEMA data (such as vehicle volume, type of waste, etc.). The CONTRACTOR shall observe vehicles entering and exiting the TDS, and make reasonable efforts to ensure that vehicles are in compliance with their truck certifications (e.g., side boards in place, full tailgate, etc.). Additionally, the TDS monitor shall calibrate their debris vehicle load determinations with the FEMA monitors. TDS monitors are expected to provide volume determination consistent with FEMA.

- D. When a field collection monitor signs a load ticket, he or she is certifying that to the best of his or her knowledge and belief, the information on the document is complete and correct. The TDS monitor shall not sign or accept any incorrect or partially completed load ticket at the TDS unless authorized by the AUTHORITY. The TDS monitor is to provide quality control of the load tickets and is responsible for making sure all load tickets are properly completed. A TDS Monitor shall immediately report an incomplete load ticket to their supervisor and request the collection vehicle pull over to the side so as not to disrupt traffic flow at the TDS. The TDS monitor supervisor shall contact the field monitor responsible for the load ticket and if necessary, the CONTRACTOR and/or the AUTHORITY Project Manager to determine the source of the load ticket for resolution in a timely manner. Only tickets that are deemed valid will be paid by the AUTHORITY.
- E. The CONTRACTOR'S Project Manager shall conduct field quality inspections to check and verify information on debris removal and at TDS located throughout the County.
- F. Examples of TDS monitoring tasks include but shall not be limited to:
1. Keeping accurate records of debris vehicles, cubic yard volume determinations, time in and out, number of loads per day and other data as requested by AUTHORITY.
  2. Coordinating with local, state and federal agencies as needed for TDS on issues such as notification, obtaining permits, determining reimbursement, etc.
  3. Providing preliminary assessment and documentation of TDS and assist in return of site to original conditions.
  4. Providing personnel to supervise the operation of TDS including monitoring incoming loads of debris, processing of debris and outgoing loads of processed debris.
  5. Measure all AUTHORITY collection equipment and properly complete a truck certification form.  
Upon AUTHORITY'S request will measure municipal or other governmental agency partner's collection equipment and properly complete a truck certification form.
  6. Conducting end of day activities, such as verifying completion of debris crew assignments, completing all record keeping, assuring that all vehicles have left TDS and locking down facilities.

## 5. DEBRIS VEHICLE CERTIFICATION

- A. All debris hauling vehicles, unincorporated and, if requested, municipal shall be measured and certified prior to performing debris removal. The CONTRACTOR shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs

shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the CONTRACTOR on behalf of the AUTHORITY and provided to the AUTHORITY upon their request or project completion. Additional copies shall be provided to the debris removal contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each TDS to assure that no vehicle modifications have been made and to confirm data accuracy.

B. The CONTRACTOR shall measure the volume to the nearest cubic yard of usable space for each debris collection vehicle. The CONTRACTOR shall complete the AUTHORITY Vehicle Certification Form provided for each vehicle. The original Vehicle Certification Form shall be delivered to the AUTHORITY Project Manager or designee. The AUTHORITY Vehicle Certification Form will have the following information:

1. Vehicle make, model
2. Length
3. Width
4. Height
5. Volume in cubic yards
6. Tag number of vehicle
7. VIN number of vehicle
8. Vehicle type
9. Driver of vehicle name (printed) and signature
10. Sub-Contractor representative name (printed) and signature
11. TDS monitor name (printed) and signature certifying vehicle
12. Date
13. Vehicle certification number

C. When a debris site monitor signs a vehicle certification, he or she is certifying that to the best of his or her knowledge and belief, ALL information is complete and correct. The debris site monitor shall not sign or accept any partially completed information. The CONTRACTOR'S Project Manager or designee shall review all truck certification forms with the debris contractor to assure completeness and accuracy of each form before forwarding to the AUTHORITY'S Project Manager or designee.

Municipalities utilizing AUTHORITY TDS(s) are required to use only AUTHORITY approved vehicle certification forms and load tickets. CONTRACTOR will be required to review those forms for accuracy and completeness and notify the AUTHORITY Project Manager immediately if either form is lacking any required information. Municipal vehicle will be asked to move to the side so as not to disrupt flow of traffic to TDS.

## 6. PUBLIC INFORMATION ASSISTANCE

A. The CONTRACTOR shall provide regular status updates to the AUTHORITY'S Project Manager for public information use.

B. The CONTRACTOR shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the project management team to be resolved with the debris contractor(s). A weekly log of such complaints and their resolution shall be provided to the AUTHORITY'S Project Manager. Property damage complaints must be tracked using a GIS. Any photos of the property damage must be linked in the GIS. The AUTHORITY currently has an Enterprise GIS System which utilizes ESRI's SDE, ArcINFO and Microsoft's SQL Server. Data is served out internally and externally using Orion Technologies' Onpoint which is a thin client that utilizes ESRI's ArcIMS. A personal geodatabase at minimum should be provided to the AUTHORITY with weekly updates. Upon request of the AUTHORITY, the CONTRACTOR may also be called upon to provide appropriate staffing of a customer call center to assist with public telephone inquiries, concerns and complaints regarding debris removal operations.

C. The CONTRACTOR shall provide the AUTHORITY'S Project Manager and the debris contractor(s) with daily Disaster Debris Status Reports. Each daily report shall contain the following:

1. Overview of daily activities including status of damage complaints
2. Cumulative debris tally by debris site
3. Cumulative debris tally by day
4. Summary of monthly debris removal efforts (cumulative and by debris site)
5. Summary of mulch removal efforts (cumulative and by debris site)
6. Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)
7. Stump volume by site
8. Debris site status
9. Labor force report
10. Debris site processing equipment summary

This reporting is due no later than 12:00 noon the following business day or as requested by the AUTHORITY.

D. The CONTRACTOR shall track collection status in a GIS, compatible with the AUTHORITY GIS. The AUTHORITY currently has an Enterprise GIS System which utilizes ESRI's SDE, ArcINFO and Microsoft's SQL Server. Data is served out internally and externally using Orion Technologies' Onpoint which is a thin client that utilizes ESRI's ArcIMS. A personal geodatabase at minimum should be provided to the AUTHORITY with weekly updates. This GIS shall show areas currently collected, debris pass number, as well as areas to be collected for the upcoming week and the debris contractor who completed the pass. The personal geodatabase is due to the AUTHORITY by noon (12:00 P.M.) every Monday. Maps, if requested, shall be provided in various sizes and quantities as determined by the AUTHORITY'S Project Manager.

**7. DATABASE REPORTING**

- A. The CONTRACTOR shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data, including the scanned ticket images and photos, vehicle certifications, etc., into electronic formats to support federal, (FEMA and FHWA), state and local reimbursements, and subsequent audits.
- B. A single database shall be created by the CONTRACTOR. This database shall include all information on debris removal and disposal including but not limited to:
1. Complete load ticket information,
  2. Vehicle certification information,
  3. Stump removal information,
  4. Hanger removal data,
  5. Leaner removal information.

Any electronic reporting from this database must be provided in a format to be specified by the AUTHORITY, based on commonly available software. The database created by the CONTRACTOR shall be given to the AUTHORITY with user documentation at the conclusion of the event. The CONTRACTOR shall assure the AUTHORITY can navigate, perform searches and produce reports from the final database.

**8. PAYMENT MONITORING AND RECONCILIATION PROCESS**

The CONTRACTOR shall review, validate and reconcile debris management contractor(s) invoices prior to submission to the AUTHORITY for processing. The CONTRACTOR shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the AUTHORITY, debris contractor(s) and FEMA representatives. All invoices from the debris contractor(s) shall be directed to the CONTRACTOR. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the CONTRACTOR to be accepted or rejected. The CONTRACTOR shall issue in writing to the AUTHORITY and the debris contractor, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the monitoring CONTRACTOR shall clearly state the reasons for rejection and work with the debris contractor to resolve immediately. **Only invoices that are accurate and complete will be forwarded to the AUTHORITY'S Project Manager for payment.**

**9. REPORTING TO THE AUTHORITY'S PROJECT MANAGER**

The CONTRACTOR shall contact the AUTHORITY'S Project Manager, at a minimum, twenty-four (24) hours prior to a hurricane event or immediately upon the occurrence of a major disaster event within the County when there is no advance notification/warning. The CONTRACTOR shall report to the AUTHORITY Project Manager or designee within eight (8) hours of being given a Notice to Proceed.

**10. OTHER RELATED SERVICES**

**A. Event Closure**

The CONTRACTOR shall assist the AUTHORITY in preparing final reports necessary for reimbursement by FEMA, FHWA (Federal Highway Administration) and other applicable agencies for disaster recovery efforts by AUTHORITY staff and designated debris management contractors. The CONTRACTOR shall assist in reviewing and processing requests for payment by the debris management contractor(s).

**B. Federal Funding**

To ensure that processing of federal funding is done as quickly as possible, the following information and its accuracy is the responsibility of the CONTRACTOR:

1. Review of debris contractor invoices
2. Monitoring information
3. Project Status Reports
4. Completed Load tickets
5. CONTRACTOR payroll
6. Review of debris contractor equipment hours of operation
7. Vehicle certifications
8. Start and end dates of the first debris removal pass and all subsequent passes

**C. Compliance**

The CONTRACTOR shall provide professional oversight to monitor compliance with Florida Department of Environmental Protection (FDEP) regulations, Florida Department of Transportation (FDOT), Florida Department of Forestry (DOF), FEMA reporting requirements, and any other federal, state, or local regulation that pertains to debris recovery operations. The CONTRACTOR shall stay current with FEMA and FHWA policies and procedures and notify the AUTHORITY'S Project Manager immediately as changes occur.

**D. Meetings with AUTHORITY Personnel**

The CONTRACTOR shall meet with AUTHORITY representatives and the debris contractor daily during disaster event activation. During periods without a disaster, the CONTRACTOR shall meet with the AUTHORITY'S Project Manager or designee at least once a year at no cost to the AUTHORITY. This meeting shall occur prior to the hurricane season.

**E. The AUTHORITY may order changes in the service consisting of additions, deletions or other revisions to the Scope of Services for debris management. No claims may be made by the CONTRACTOR to change the amount of compensation of the CONTRACTOR or other adjustments to the Agreement, unless such changes or adjustments have been approved by the AUTHORITY and incorporated herein by written amendment to this Agreement.**

**F. Additional Services**

The CONTRACTOR shall be capable of providing a 1-800 service to respond and report on resident inquiries during the debris recovery activity.

**FEE SCHEDULE**

**OPTION A**

Rates include all expenses and equipment, including but not limited to, 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.

POSITION	HOURLY RATE
Project Officer/Vice President	\$ 0
Associate Manager	\$ 68
Operations Manager	\$ 64
Operations Specialist	\$ 60
Field Supervisor	\$ 49
• • •	\$ 39
• • •	\$ 55
• • •	\$ 25
TDS Monitor	\$ 39
Field Monitor	\$ 34
Call Center Operator	\$ 25
Data Entry	\$ 25

<b>FEE SCHEDULE</b>
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**OPTION B - ADMS**

Rates include all expenses and equipment, including but not limited to, 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.

POSITION	HOURLY RATE
Project Officer/Vice President	\$ 0
Associate Manager	\$ 68
Operations Manager	\$ 64
Operations Specialist	\$ 75
Field Supervisor	\$ 70
Engineer/Equipment Certification	\$ 58
Technical Support/Environmental Assessment	\$ 55
Administrative Support	\$ 25
TDS Monitor	\$ 58
Field Monitor	\$ 48
Call Center Operator	\$ 25
Data Entry	\$ 0

***M/W/SBE PLAN***

CONTRACTOR will retain the services of a certified M/W/SBE subcontractor to provide debris monitoring support services following activation by the AUTHORITY.

CONTRACTOR will make every effort to attain fifteen percent (15%) M/W/SBE business participation.

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### Required Contract Provisions Federal-Aid Construction Contracts

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Projects
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for Lobbying

#### Attachments

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

#### I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
  - Section I, paragraph 2;
  - Section IV, paragraphs 1, 2, 3, 4, and 7;
  - Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
  - a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A); or
  - b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

## II. NONDISCRIMINATION

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

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 and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by referenced 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 State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
  - b. The contractor will accept as his operating policy the following statement:  
"It is the policy of this Company to assure that applicants are employed; and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO 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 minority group employees.
  - 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 minority groups in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
  - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. **Training and Promotion:**
- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
  - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
  - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
  - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
  - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
  - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. CONTRACTORS shall obtain lists of DBE construction firms from SHA personnel.
  - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
    - 1. The number 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;
    - 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
    - 4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
  - b. The contractors will submit an annual report to the SHA 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. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

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

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services

- at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

#### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

##### 1. General:

- a. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

##### 2. Classification:

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

1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
  2. the additional classification is utilized in the area by the construction industry;
  3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.
  - d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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. Said 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.
  - e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.
3. **Payment of Fringe Benefits:**
    - a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
    - b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider, as a 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.
  4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**
    - a. **Apprentices:**
      1. 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
      2. The allowable ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

3. 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. **Trainees:**

1. 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 DOL, Employment and Training Administration.
2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.
3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor 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. **Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):** Apprentices and trainees working under apprenticeship and skills 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.
6. **Withholding:** The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor 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, as 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 SHA contracting officer 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.
7. **Overtime Requirements:** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.
8. **Violation: Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.
9. **Withholding for Unpaid Wages and Liquidated Damages:** The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

## V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**  
The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.
2. **Payrolls and Payroll Records:**
  - a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees,

- watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. CONTRACTORS or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
1. That the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
  2. That such 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 the Regulations, 29 CFR 3;
  3. That each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. 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 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, 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 SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

## VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
  - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by CONTRACTOR of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
  - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
  - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in Paragraph 1b relative materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

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 State. 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).
  - a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.
  - 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 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 VII 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 SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## VIII. SAFETY: ACCIDENT PREVENTION

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 SHA 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. 333).
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. 333).

#### **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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, the following notice 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:

#### **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

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 not more than \$10,000 or imprisoned not more than 5 years or both."*

#### **X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is, or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

**XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

**1. Instructions for Certification - Primary Covered Transactions:**  
(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 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.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Primary Covered Transactions:**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

By signing and submitting this proposal, the prospective lower tier is providing the certification set out below:

- a. 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.
- b. 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.
- c. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- d. 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.

- e. 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.
- f. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- g. 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.
- h. 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 Covered Transactions:**

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

**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative 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 his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS**  
(Applicable to Appalachian contracts only.)

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 he 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, he 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 1 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 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.

Last modified on March 11, 2005

### Buy America

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.

<b>FEE SCHEDULE</b>
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**OPTION B - ADMS**

Rates include all expenses and equipment, including but not limited to, 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.

POSITION	HOURLY RATE
Project Officer/Vice President	\$ 0
Associate Manager	\$ 68
Operations Manager	\$ 64
Operations Specialist	\$ 75
Field Supervisor	\$ 70
Engineer/Equipment Certification	\$ 58
Technical Support/Environmental Assessment	\$ 55
Administrative Support	\$ 25
TDS Monitor	\$ 58
Field Monitor	\$ 48
Call Center Operator	\$ 25
Data Entry	\$ 0

<b>FEE SCHEDULE</b>
---------------------

**OPTION A**

Rates include all expenses and equipment, including but not limited to, 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.

POSITION	HOURLY RATE
Project Officer/Vice President	\$ 0
Associate Manager	\$ 68
Operations Manager	\$ 64
Operations Specialist	\$ 60
Field Supervisor	\$ 49
Engineer/Equipment Certification	\$ 39
Technical Support/Environmental Assessment	\$ 55
Administrative Support	\$ 25
TDS Monitor	\$ 39
Field Monitor	\$ 34
Call Center Operator	\$ 25
Data Entry	\$ 25

<b>FEE SCHEDULE</b>
---------------------

**OPTION A**

Rates include all expenses and equipment, including but not limited to, 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.

POSITION	HOURLY RATE
Project Officer/Vice President	\$ 0
Associate Manager	\$ 68
Operations Manager	\$ 64
Operations Specialist	\$ 60
Field Supervisor	\$ 49
Engineer/Equipment Certification	\$ 39
Technical Support/Environmental Assessment	\$ 55
Administrative Support	\$ 25
TDS Monitor	\$ 39
Field Monitor	\$ 34
Call Center Operator	\$ 25
Data Entry	\$ 25

<b>FEE SCHEDULE</b>
---------------------

**OPTION B - ADMS**

Rates include all expenses and equipment, including but not limited to, 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.

POSITION	HOURLY RATE
Project Officer/Vice President	\$ 0
Associate Manager	\$ 68
Operations Manager	\$ 64
Operations Specialist	\$ 75
Field Supervisor	\$ 70
Engineer/Equipment Certification	\$ 58
Technical Support/Environmental Assessment	\$ 55
Administrative Support	\$ 25
TDS Monitor	\$ 58
Field Monitor	\$ 48
Call Center Operator	\$ 25
Data Entry	\$ 0



# CITY OF RIVIERA BEACH

P.O. DRAWER 10682  
(561) 845-4180

RIVIERA BEACH, FLORIDA 33419  
FAX (561) 842-8105

PURCHASING DEPARTMENT  
August 24, 2010

JOHN NEWTON, DIRECTOR  
TRANSPORTATION MAINTENANCE DIVISION  
HILLSBOROUGH COUNTY PUBLIC WORKS DEPARTMENT  
P.O. BOX 1110  
TAMPA, FL 33601-1110

Dear Ms. DALEY:

Stephen C. Schwarz of Malcolm Pirnie has been awarded a solicitation to provide Debris Monitoring Services for the City of Riviera Beach; your name was given as a reference. Please complete this form and fax to Pamela Daley at 561-842-5105.

I would appreciate your response to the following questions:

1. How long ago were services rendered? CURRENTLY UNDER CONTRACT. (SINCE 2003)

2. What was the nature of the project? DEBRIS MANAGEMENT SERVICES.

3. What was the end result:

Job completed on Time?

Yes No

Job completed at or under budget?

Yes No

Quality of equipment acceptable?

Yes No N/A

4. How would you rate the overall competence of this company? (Check one.)

Outstanding X Good \_\_\_\_\_ Average \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_

5. How would you rate the overall performance of this company? (Check one.)

Outstanding X Good \_\_\_\_\_ Average \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_

6. Please state briefly what you believe to be strengths or weaknesses in working with this company (if any):

- a. Strengths Very professional, experienced and experts in this field. This organization provides exceptional service
- b. Weaknesses NONE.

7. If you had another project for which they were qualified, would you rehire them?

Yes X No \_\_\_\_\_. If no, please state why.

I assure you, that any information you supply about this vendor will be held in strict confidence. **RECEIVED**  
there is ever an opportunity for me to reciprocate, I will be pleased to do so.

Thank you.

AUG 26 2010



# CITY OF RIVIERA BEACH

P.O. DRAWER 10662  
(561) 845-4180

RIVIERA BEACH, FLORIDA 33419  
FAX (561) 842-5105

PURCHASING DEPARTMENT  
August 24, 2010

City of Piney Point Village  
7676 Woodway Ste # 308  
Houston, TX 77063

Dear TERRI Johnson, Admin.:

Stephen C. Schwarz of Malcolm Pirnie has been awarded a solicitation to provide Debris Monitoring Services for the City of Rivera Beach; your name was given as a reference. Please complete this form and fax to Pamela Daley at 561-842-5105.

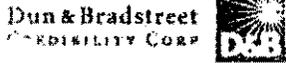
I would appreciate your response to the following questions:

1. How long ago were services rendered? 2008-2009
2. What was the nature of the project? Hurricane Ike
3. What was the end result:
 

Job completed on Time?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Job completed at or under budget?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Quality of equipment acceptable?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
4. How would you rate the overall competence of this company? (Check one.)  
Outstanding \_\_\_\_\_ Good  Average \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_
5. How would you rate the overall performance of this company? (Check one.)  
Outstanding \_\_\_\_\_ Good  Average \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_
6. Please state briefly what you believe to be strengths or weaknesses in working with this company (if any):
  - a. Strengths \_\_\_\_\_
  - b. Weaknesses \_\_\_\_\_
7. If you had another project for which they were qualified, would you rehire them?  
Yes  No \_\_\_\_\_ . If no, please state why.

I assure you, that any information you supply about this vendor will be held in strict confidence. If there is ever an opportunity for me to reciprocate, I will be pleased to do so.

Thank you.



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Company Search Results

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Sort list by:

< previous page                      Showing page 1 of 1 pages                      next page >

Type	Company Name	Address	
	MALCOLM PIRNIE, INC	2706 HORSESHOE DR S STE 209, NAPLES, FL	<input type="checkbox"/>
	MALCOLM PIRNIE INC	1802 SPOONER DR RM 202, PLANT CITY, FL	<input type="checkbox"/>
BR	MALCOLM PIRNIE, INC.	4315 METRO PKWY STE 520, FORT MYERS, FL	<input type="checkbox"/>
BR	MALCOLM PIRNIE, INC.	2301 MAITLAND CENTER PKWY STE 244, MAITLAND, FL	<input type="checkbox"/>
BR	MALCOLM PIRNIE, INC.	1300 E 8TH AVE STE F100, TAMPA, FL	<input type="checkbox"/>
BR	MALCOLM PIRNIE, INC.	1425 S ANDREWS AVE FL 2, FORT LAUDERDALE, FL	<input type="checkbox"/>
	MALCOM PIRNIE INC	107 S 34TH ST, TAMPA, FL	<input type="checkbox"/>
	Malcolm Pirnie, Inc.	1451 W Cypress Creek Rd Ste 300, FORT LAUDERDALE, FL	<input type="checkbox"/>
	MALCOLM PIRNIE, INC.	299 ALHAMBRA CIR STE 405, CORAL GABLES, FL	<input type="checkbox"/>
HQ	MALCOLM & ASSOCIATES	6801 LAKE WORTH RD STE 128, GREENACRES, FL	<input type="checkbox"/>
	MALCOME PIRNIE INC	101 ARTHUR ANDERSEN PKWY STE 280, SARASOTA, FL	<input type="checkbox"/>
	MALCOLM PRESS INC	10090 NW 59TH DR, POMPANO BEACH, FL	<input type="checkbox"/>
	MALCOLM THOMAS INC	4062 BLOXHAM CUTOFF RD, CRAWFORDVILLE, FL	<input type="checkbox"/>
	CARTER, MALCOLM	630 W VIRGINIA ST, TALLAHASSEE, FL	<input type="checkbox"/>
	MALCOLM E THOMAS INC Also Traded as MALCOLM TOM	1240 HEMLOCK ST, TALLAHASSEE, FL	<input type="checkbox"/>
	SMITH, MALCOLM R Also Traded as MALCOLM SMITH	7416 COMMUNITY CT, PORT RICHEY, FL	<input type="checkbox"/>
	MR. MALCOLM'S RESTAURANT Also Traded as MALCOLM KING	1532 MAIN ST, SARASOTA, FL	<input type="checkbox"/>
	H MALCOM DAVIS Also Traded as MALCOLM DAVIS	46 NW 105TH ST, MIAMI, FL	<input type="checkbox"/>
	DOUGLAS, MALCOLM ROY Also Traded as MALCOLM R DOUG	302 SANTA ROSA BLVD, FORT WALTON BEACH, FL	<input type="checkbox"/>
	MALCOLM & BROWN	219 S PINELLAS AVE, TARPON SPRINGS, FL	<input type="checkbox"/>
	STREET, MALCOLM	1118 CIRCLE DR, LAKE WALES, FL	<input type="checkbox"/>
	DOUGLAS, MALCOLM J JR Also Traded as MALCOLM J DOUG	3603 PALOMINO RD, MELBOURNE, FL	<input type="checkbox"/>
	MALCOLM BROTHERS EXCAVATING IN	1975 WESTPOINTE CIR, ORLANDO, FL	<input type="checkbox"/>

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A LIST COMPANY

Also Traded as MIKE  
MALCOLM

PALMER, MALCOLM C 837 NE 206TH ST, MIAMI, FL  
AND PATRICIA M  
Also Traded as  
MALCOLM C PALMER



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Corporate Name	Document Number	Status
<a href="#">MALCOLM PIRNIE, INC.</a>	916513	ACT
<a href="#">MALCOLM PLOUF AND ASSOCIATES, INC.</a>	H63457	INACT
<a href="#">MALCOLM P. MICKLER, III, P.A.</a>	647433	INACT
<a href="#">MALCOLM PRESS, INC.</a>	P1000005220	ACT
<a href="#">MALCOLM PROPERTIES, INC.</a>	J77789	INACT
<a href="#">MALCOLM REAL ESTATE, INC.</a>	F2600002402	INACT
<a href="#">MALCOLM REALTIES, LLC</a>	L04000018023	ACT
<a href="#">MALCOLM REALTY, INC.</a>	M80459	NAME HS
<a href="#">MALCOLM R. FORSHEE, INC.</a>	449541	INACT
<a href="#">MALCOLM R. FRASER, M.D., P.A.</a>	F40029	INACT/IMG
<a href="#">MALCOLM R. GETSEE, INC.</a>	P06000121358	INACT
<a href="#">MALCOLM R. KIRSCHENBAUM, P.A.</a>	690070	ACT
<a href="#">MALCOLM ROBERTSON INCORPORATED</a>	H35381	INACT
<a href="#">MALCOLM ROLLINS PAINTING, INC.</a>	P04000003833	ACT
<a href="#">MALCOLM ROOT, M.D., P.A.</a>	601540	NAME HS
<a href="#">MALCOLM R. SPEARS, INC.</a>	P02000026248	INACT
<a href="#">MALCOLM'S, INC.</a>	P04000147968	INACT
<a href="#">MALCOLM'S ADVANCED FLOORING, INC.</a>	P05000111760	INACT
<a href="#">MALCOLM'S AUTO REFERRALS, INC.</a>	F52525	INACT
<a href="#">MALCOLM'S CARPET SERVICE, INC.</a>	P02000147982	ACT
<a href="#">MALCOLM'S DELIVERY, INC.</a>	P06000119759	ACT
<a href="#">MALCOLM'S EXPORT, INC.</a>	528981	INACT
<a href="#">MALCOLM'S FOOD DISTRIBUTORS, INC.</a>	H28855	INACT
<a href="#">MALCOLM'S FURNITURE CENTER, INC.</a>	508289	INACT

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No Events

No Name History

## Detail by Entity Name

### Foreign Profit Corporation

MALCOLM PIRNIE, INC.

### Filing Information

Document Number 816513  
FEI/EIN Number 132653703  
Date Filed 11/26/1962  
State NY  
Status ACTIVE

### Principal Address

10 E 8TH AVENUE  
SUITE 100  
TAMPA FL 33605 US

Changed 01/25/2008

### Mailing Address

104 CORPORATE PARK DRIVE  
WHITE PLAINS NY 10602 US

Changed 02/05/2009

### Registered Agent Name & Address

CT CORPORATION SYSTEM  
1200 S. PINE ISLAND ROAD  
PLANTATION FL 33324 US

Name Changed: 07/02/1992

Address Changed: 07/02/1992

### Officer/Director Detail

#### Name & Address

Title V

BENNETT, JEFFREY R  
1 ARTHUR ANDERSON BLVD, SUITE 280  
SARASOTA FL 34232 US

Title V

CERRATO, DAVID S  
1330 E 8TH AVENUE, SUITE F-100  
TAMPA FL 33605 US

## Title V

GRACE, NIGEL O  
 1 PETERS ROAD, SUITE 3400  
 PLANTATION FL 33324 US

## Title PD

DEE, WILLIAM P  
 104 CORPORATE PARK DRIVE  
 WHITE PLAINS NY 10602 US

## Title VD

FREILING, JERRY L  
 4646 E. VAN BUREN STREET, SUITE 400  
 PHOENIX AZ 85008 US

## Title V

BELITZ, ROBERT S  
 104 CORPORATE PARK DRIVE  
 WHITE PLAINS NY 10602 US

## Annual Reports

### **Report Year Filed Date**

2008	01/25/2008
2009	02/05/2009
2010	02/09/2010

## Document Images

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State of Florida, Department of State

**2010 FOR PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# 816513

FILED  
Feb 09, 2010  
Secretary of State

Entity Name: MALCOLM PIRNIE, INC.

**Current Principal Place of Business:**

1300 E 8TH AVENUE  
SUITE 100  
TAMPA, FL 33605 US

**New Principal Place of Business:**

**Current Mailing Address:**

104 CORPORATE PARK DRIVE  
WHITE PLAINS, NY 10602 US

**New Mailing Address:**

FEI Number: 13-2653703      FEI Number Applied For ( )      FEI Number Not Applicable ( )      Certificate of Status Desired (X)

**Name and Address of Current Registered Agent:**

CT CORPORATION SYSTEM  
1200 S. PINE ISLAND ROAD  
PLANTATION, FL 33324 US

**Name and Address of New Registered Agent:**

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

**SIGNATURE:**

Electronic Signature of Registered Agent

Date

Election Campaign Financing Trust Fund Contribution ( )

**OFFICERS AND DIRECTORS:**

Title: V  
Name: BENNETT, JEFFREY R  
Address: 101 ARTHUR ANDERSON BLVD, SUITE 280  
City-St-Zip: SARASOTA, FL 34232 US

Title: V  
Name: CERRATO, DAVID S  
Address: 1330 E 8TH AVENUE, SUITE F-100  
City-St-Zip: TAMPA, FL 33605 US

Title: V  
Name: GRACE, NIGEL O  
Address: 8201 PETERS ROAD, SUITE 3400  
City-St-Zip: PLANTATION, FL 33324 US

Title: PD  
Name: DEE, WILLIAM P  
Address: 104 CORPORATE PARK DRIVE  
City-St-Zip: WHITE PLAINS, NY 10602 US

Title: VD  
Name: FREILING, JERRY L  
Address: 4646 E. VAN BUREN STREET, SUITE 400  
City-St-Zip: PHOENIX, AZ 85008 US

Title: V  
Name: BELITZ, ROBERT S  
Address: 104 CORPORATE PARK DRIVE  
City-St-Zip: WHITE PLAINS, NY 10602 US

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or in an attachment with all other like empowered.

SIGNATURE: ROBERT S. BELITZ

VP

02/09/2010

Electronic Signature of Signing Officer or Director

Date

11:32:06 AM 8/24/2010

Data Contained In Search Results Is Current As Of 08/24/2010 11:30 AM.

Search Results

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Professional Engineer	<a href="#">PIRNIE, MALCOLM JR</a>	Primary	7121 Prof Engineer	Null and Void

Main Address\*: 2437 VIA SIENNA WINTER PARK, FL 327890000



\* denotes

Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

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Serving Upstate NY

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## BBB Business Review Reliability Report for Malcolm Pirnie Inc

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Text Size: -- +

Rating: A

[Ratings Explanation...](#)



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Business?**

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**What are  
BBB Ratings?**

[Learn More](#)

---

BBB issues Reliability Reports on all businesses, whether or not they are BBB accredited. If a business is a BBB Accredited Business, it is stated in this report.

### Find out more about this business:

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[BBB Rating](#)  
[Business Contact & Profile](#)  
[Business Management](#)  
[Additional Locations & Phone Numbers](#)  
[Customer Complaint History](#)

[Government Action\(s\)](#)  
[Advertising Review](#)  
[BBB Copyright and Reporting Policy](#)

- Select Language -

### BBB Accreditation

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This business is not a BBB Accredited Business.

### BBB Rating

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Based on BBB files, this business has a BBB Rating of A on a scale from A+ to F.

[Click here for an explanation of BBB Ratings.](#)

### Business Contact & Profile

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Business Name: Malcolm Pirnie Inc

Business Address: 40 Center Drive  
Orchard Park, NY 14127  
[See the location on a Mapquest Map](#)  
[See the location on a Google Map](#)

Original Business Start Date: 1/1/1968

Principal: Robert Martens

Phone Number: (716) 667-0900  
(518) 869-7257

(716) 667-0279

BBB Accreditation: This business is not a BBB Accredited Business

Type of Business: ENVIRONMENTAL & ECOLOGICAL SERVICES

Website Address:

<http://www.pirnie.com>

#### **Business Management**

[Back to Top](#)

G David Knowles , Marketing  
Mr. Paul Werthman

#### **Additional Locations & Phone Numbers**

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PO Box 1838 Buffalo , NY 14219  
See the location on a Mapquest Map  
See the location on a Google Map

4 Corporate Plz Albany , NY 12203  
See the location on a Mapquest Map  
See the location on a Google Map

#### **Customer Complaint History**

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BBB has processed no customer complaints on this company in its three year reporting period.

#### **INDUSTRY COMPARISON**

#### **Government Action(s)**

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BBB has no information regarding government actions at this time.

#### **Advertising Review**

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BBB has no information regarding advertising review at this time.

#### **BBB Copyright and Reporting Policy**

As a matter of policy, BBB does not endorse any product, service or business.

BBB Reliability Reports are provided solely to assist you in exercising your own best judgment. Information in this BBB Reliability Report is believed reliable, but not guaranteed as to accuracy.

BBB Reliability Reports generally cover a three-year reporting period. BBB Reliability Reports are subject to change at any time.

If you choose to do business with this business, please let the business know that you contacted the BBB for a BBB Reliability Report.

Report as of: 8/24/2010

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# Check Out a Business or Charity

Business/Charity Name:       Type of Business:       Phone, URL, Email:

City:

State/Province:

Postal Code:

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- Limit my results to BBB Accredited Businesses
- Limit my results to only charities

## Search Results

Sort Results By

Business Name / Address	Type of Business	BBB Accreditation
<u><a href="#">Malcolm Pirnie Inc</a></u> 40 Center Drive Orchard Park, NY 14127 <a href="#">View Report</a>   <a href="#">File Complaint</a>	Environmental & Ecological Services	<u>No</u>
<u><a href="#">MALCOLM PIRNIE INC</a></u> 8770 GOVERNORS HILL DR CANTON, OH 45249 <a href="#">View Report</a>   <a href="#">File Complaint</a>	Engineers - Professional	<u>No</u>
<u><a href="#">Malcolm Pirnie Inc.</a></u> 100 Roscommon Dr Middletown, CT 06457-1591 <a href="#">View Report</a>   <a href="#">File Complaint</a>	Environmental & Ecological Services	<u>No</u>
<u><a href="#">Malcolm Pirnie, Inc</a></u> 701 Town Center Dr Ste 600 Newport News, VA 23606 <a href="#">View Report</a>   <a href="#">File Complaint</a>	Engineering Consultants	<u>No</u>

RESOLUTION NO. 125-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF RIVIERA BEACH, FLORIDA AND ALCALDE & FAY, LTD., TO PROVIDE LOBBYIST REPRESENTATION AT THE FEDERAL LEVEL ON BEHALF OF THE CITY OF RIVIERA BEACH IN THE AMOUNT OF \$5,000 PER MONTH FOR ONE (1) YEAR COMMENCING OCTOBER 1, 2010 TO SEPTEMBER 30, 2011; THE SAME TO BE PAID FROM THE PROFESSIONAL SERVICES-OTHER ACCOUNT NO. 001-0203-519-0-3106; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Alcalde & Fay, Ltd., has duly qualified experts in the field of federal appropriations, authorizations, and grant programs for public works, water resources, public safety, energy, economic development and parks and recreation; and

**WHEREAS**, the City Council desires to retain the services of Alcalde & Fay, Ltd., to provide lobbyist representation at the federal level on behalf of the City of Riviera Beach; and

**WHEREAS**, the terms of the Agreement commences on October 1, 2010 and expires on September 30, 2011.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:**

**SECTION 1.** That the City Council hereby authorizes the Mayor and City Clerk to execute the Agreement for Professional Services with Alcalde & Fay, Ltd., to provide lobbyist representation at the federal level on behalf of the City of Riviera Beach.

**SECTION 2.** That compensation shall be \$5,000 per month for one (1) year commencing October 1, 2010 to September 30, 2011; the City shall reimburse Alcalde & Fay, Ltd., for reasonable expenses incurred at cost in connection with the work performed. The amount shall be paid from the Professional Services-Other Account No. 001-0203-519-0-3106.

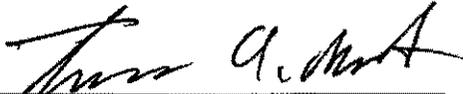
**SECTION 3.** A copy of the Agreement is attached hereto and made a part of this Resolution.

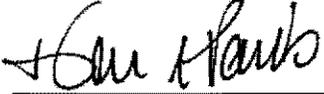
**SECTION 4.** This Resolution shall take effect immediately upon its passage and approval by the City Council.

**PASSED AND APPROVED this 6TH day of OCTOBER 2010.**

RESOLUTION NO. 125-10  
PAGE 2

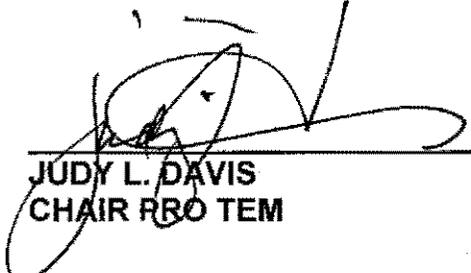
APPROVED:

  
THOMAS A. MASTERS  
MAYOR

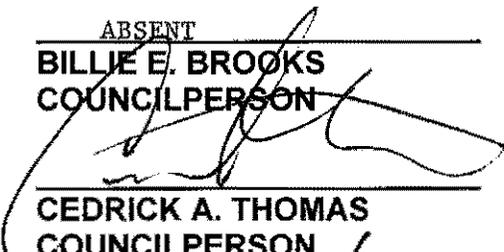
  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JUDY L. DAVIS  
CHAIR PRO TEM

ABSENT  
BILLIE E. BROOKS  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: S. LOWE

SECONDED BY: J. DAVIS

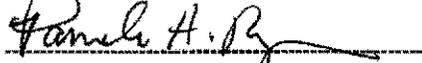
D. PARDO AYE

J. DAVIS AYE

B. BROOKS ABSENT

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY  
  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/29/10

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF RIVIERA BEACH, FLORIDA AND  
ALCALDE AND FAY, LTD.**

The following is an agreement between the City of Riviera Beach, Florida, hereinafter referred to as "CITY" and the firm of Alcalde & Fay, Ltd., a Virginia corporation, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR has duly qualified experts in the field of federal appropriations, authorizations, and grant programs for public works, water resources, public safety, energy, economic development, parks and recreation; and

WHEREAS, in the judgment of the Riviera Beach City Council, it is necessary and desirable to employ the services of the CONTRACTOR to assist the CITY with federal appropriations, authorizations, and grant programs for public works, water resources, public safety, energy, economic development, parks and recreation.

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

**PART I - SPECIFIC PROVISIONS**

- A. **SERVICES TO BE PROVIDED:** CONTRACTOR will consult and advise as requested on federal appropriations, authorizations and grant programs for public works, water resources, public safety, energy, economic development, and parks and recreation projects, including but not limited to:
1. Developing strategies to obtain and maximize federal funding for CITY public works, water resources, public safety, energy, economic development, and parks and recreation priorities.
  2. Coordinating funding, legislation and policy related activities for the CITY with the United States Congress and Federal agencies;
  3. Securing authorizations and funding from the United States Congress and Federal agencies to implement the CITY'S projects;
  4. Maintaining frequent contact with key United States Senators and Representatives, including the CITY'S congressional delegation.
  5. Advocating CITY interests during the federal legislative and regulatory process.
  6. Arranging visits by CITY officials with the CITY'S Congressional Delegation and Federal agencies.
  7. Maintaining frequent contact with designated CITY officials about federal funding opportunities and CONTRACTOR activities, and attending CITY meetings upon the CITY'S written request.
- B. **PAYMENT:** CONTRACTOR'S compensation for the services provided hereunder shall be \$5,000.00 per month. CONTRACTOR shall submit the monthly \$5,000.00 fee invoice at the first of each month, beginning on October 1, 2010. The CITY shall reimburse the contractor for reasonable expenses incurred in connection with the CONTRACTOR'S work at actual cost. Expenses that are to be reimbursed include, but are not limited to; photocopying, postage, telephone, delivery, and telecopy charges. Expenses will be reimbursed to CONTRACTOR on a

monthly basis and will not exceed \$100 per month. All travel expenses will be incurred only following written approval by the City Manager.

- C. **KEY PERSONNEL:** CONTRACTOR has represented to CITY that CITY will have Maurice Kurland, L.A. "Skip" Bafalis, and Jim Davenport, principals of CONTRACTOR's services, in the performance of CONTRACTOR's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

## PART II - GENERAL PROVISIONS

- A. **ASSIGNMENT AND DELEGATION:** Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- B. **STATUS OF CONTRACTOR:** The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides its employees.
- C. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:** All notices, bill, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY: RUTH C. JONES  
CITY OF RIVIERA BEACH, FLORIDA  
600 WEST BLUE HERON BLVD.  
RIVIERA BEACH, FLORIDA 33404  
(561) 845-4095

CONTRACTOR: L. A. "SKIP" BAFALIS  
ALCALDE & FAY, LTD.  
2111 WILSON BLVD., 8<sup>TH</sup> FLOOR  
ARLINGTON, VA 22201  
(703) 841-0626

- D. **NON-DISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. **TERM OF AGREEMENT:** This Agreement shall become effective on October 1, 2010 and shall terminate on September 30, 2011 or upon 30 day's written notice by either party with or without cause.
- F. **JURISDICTION:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In addition, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum.

G. MEDIATION: All controversies, claims, and disputes between the parties arising out of or related to this Agreement or the interpretation thereof, will first be submitted to mediation by a mediator certified by the Supreme Court of Florida, which mediator shall be selected and retained by the CITY. The cost of the mediator's fee shall be borne equally by the parties. The mediation process shall be invoked by written notice from either party. The CITY shall retain the mediator and schedule mediation within thirty (30) days of sending or receiving the written notice, or on a date as agreed by the parties. Mediation shall be a condition precedent to filing a lawsuit by either party.

H. ATTORNEY'S FEES; COSTS; VENUE: In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorney's fees, paralegal fees, and court costs at both trial and appellate levels. For the purpose of any suit, action or proceeding arising out of or relating to this Agreement, the parties hereby consent to the jurisdiction and venue of the Circuit Court of Palm Beach County, Florida.

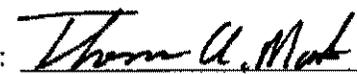
I. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements. No waiver, modifications, additions or addendum to this Agreement shall be valid unless in writing and signed by both the CONTRACTOR and CITY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 13 day of October, 2010.

ATTEST:

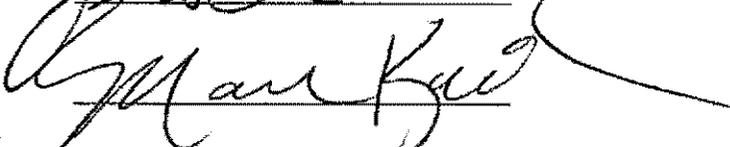
CITY OF RIVIERA BEACH

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

By:   
THOMAS A. MASTERS  
MAYOR

WITNESSES:

ALCALDE AND FAY, LTD.

By:   
L.A. "SKIP" BAFALIS  
PARTNER

RESOLUTION NO. 126-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING CODE ENFORCEMENT DIVISION TO SEEK \$25,000.00 OF THE SETTLEMENT FUNDS FOR FUTURE FORECLOSURE ACTIVITIES AIMED AT ELIMINATING BLIGHTED PROPERTIES; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO TRANSFER \$25,000.00 FROM THE GENERAL FUND CONTINGENCY ACCOUNT NO. 001-0203-519-0-5999 INTO THE CODE ENFORCEMENT ACCOUNT NO. 430-00-350104; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Riviera Beach Code Enforcement Division and the City Attorney' Office negotiated foreclosure settlements of two (2) outstanding code enforcement liens with the Florida Department of Transportation (FDOT); and

**WHEREAS**, the foreclosure process is an integral part of the Police Department's efforts to abate nuisances and eliminate infrastructure that fosters activities detrimental to the community.

**WHEREAS**, the Code Enforcement Division seeks \$25,000.00 of the settlement funds for future foreclosure activities aimed at eliminating blighted properties in the community; and

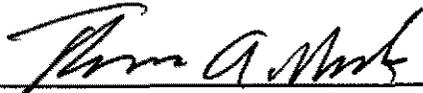
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA THAT:**

**SECTION 1.** The City Council hereby designates \$25,000.00 to fund future foreclosure activities to improve the appearance of the community through the elimination of blighted and nuisance properties.

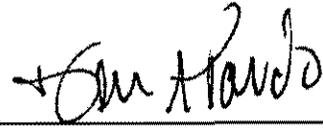
**SECTION 2.** The Interim Finance Director is hereby authorized to transfer funds from the General Fund Contingency Account No. 001-0203-519-0-5999 into the Code Enforcement account No. 430-00-350105. This Resolution shall take effect upon its passage and approval by the City Council

**PASSED AND APPROVED this 6TH day of OCTOBER 2010.**

**APPROVED:**



**THOMAS A. MASTERS  
MAYOR**

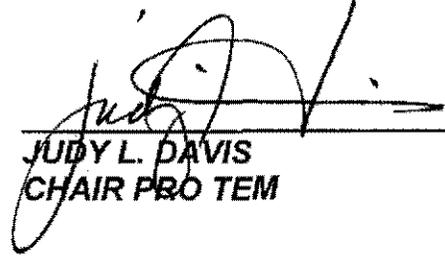


**DAWN S. PARDO  
CHAIRPERSON**

**ATTEST:**



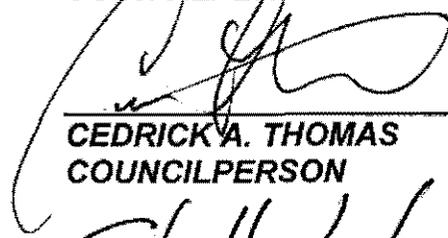
**CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK**



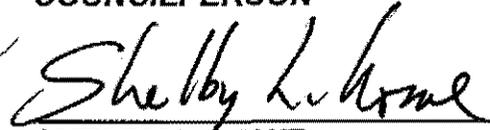
**JUDY L. DAVIS  
CHAIR PRO TEM**

**ABSENT**

**BILLIE E. BROOKS  
COUNCILPERSON**



**CEDRICK A. THOMAS  
COUNCILPERSON**



**SHELBY L. LOWE  
COUNCILPERSON**

**MOTIONED BY:** J. DAVIS

**SECONDED BY:** C. THOMAS

**D. PARDO** AYE

**J. DAVIS** AYE

**B. BROOKS** ABSENT

**C. THOMAS** AYE

**S. LOWE** AYE

**REVIEWED AS TO LEGAL SUFFICIENCY**



**PAMALA HANNA RYAN, CITY ATTORNEY**

**DATE:** 9/23/2010

**RESOLUTION NO. 127-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FOR CONTINUATION OF THE JUSTICE SERVICE CENTER IN THE AMOUNT OF \$210,000; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET FOR THE SAME AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Criminal Justice Commission of Palm Beach County continues their commitment to successful offender reentry; and

**WHEREAS**, the Justice Service Center meets the requirements for administering offender reentry services; and

**WHEREAS**, the Justice Service Center has presented a proposal in accordance with the Palm Beach County Criminal Justice Commission Reentry Task Force's 5-Year Strategic Plan; and

**WHEREAS**, the City has been awarded grant funds in the amount of \$210,000 for continuation of the Justice Service Center.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:**

**SECTION 1.** That the Mayor and City Clerk are authorized to execute the Interlocal Agreement between the City of Riviera Beach and the Board of County Commissioners, Palm Beach County for the Justice Service Center.

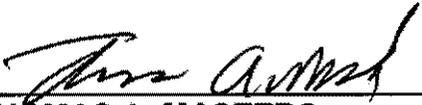
**SECTION 2.** The Finance Director is authorized to set up a budget for the same.

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RESOLUTION NO. 127-10

PAGE 2

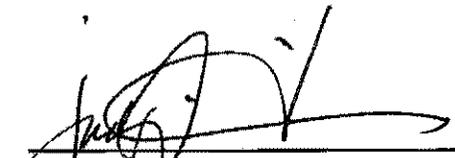
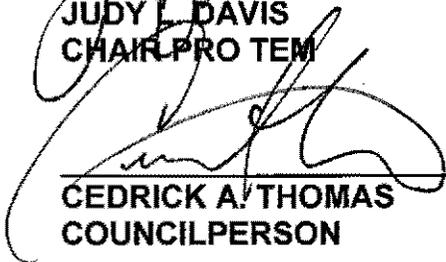
APPROVED:

  
THOMAS A. MASTERS  
MAYOR

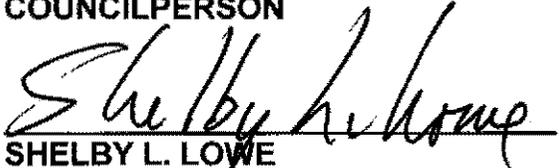
  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JUDY L. DAVIS  
CHAIR PRO TEM  
  
CEDRICK A. THOMAS  
COUNCILPERSON

~~DAWN S. PARDO~~ BILLIE E. BROOKS  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: J. DAVIS

B. BROOKS ABSENT

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/23/2010

RESOLUTION NO. 128-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING ARTHUR J. GALLAGHER & COMPANY - MIAMI TO PLACE THE APPROPRIATE COVERAGES; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE INSURANCE LIABILITY FUND ACCOUNT NO. 602-0539-5130-4501 UP TO THE AMOUNT OF \$1,984,607 TO ARTHUR J. GALLAGHER & CO. - MIAMI FOR RISK PACKAGE FIXED COSTS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City is in need of its Worker's Compensation/Liability and Property/Casualty Protected Self-Insurance Program to be renewed for one year (2009-2010); and

**WHEREAS**, a proposal from Arthur J. Gallagher & Co. - Miami/Gallagher Bassett Services provides the costs and services which best serve the City of Riviera Beach's interest at a total fixed cost not to exceed \$1,984,607; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:**

**SECTION 1.** That Arthur J. Gallagher & Company - Miami provide a comprehensive protected Self-Insurance Program and place coverage as appropriate.

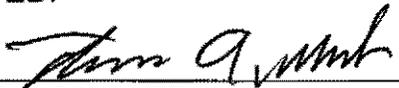
**SECTION 2.** That the Finance Director is authorized to make payments from Account Numbers 602-0539-513-0-4501 in the total amount not exceeding \$1,984,607 to Arthur J. Gallagher & Company - Miami for risk package fixed costs.

**SECTION 3.** That this Resolution shall take effect October 1, 2010 upon its passage and approval by City Council.

**PASSED AND APPROVED** this 6TH day of OCTOBER, 2010.

PAGE -2-  
RESOLUTION CONTINUED

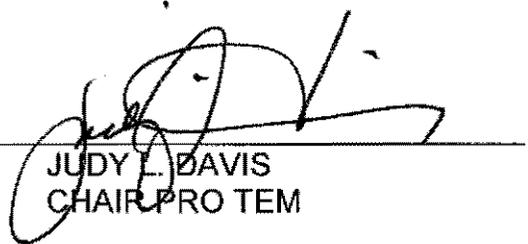
APPROVED:

  
THOMAS A. MASTERS  
MAYOR

  
DAWN S. PARDO  
CHAIRPERSON

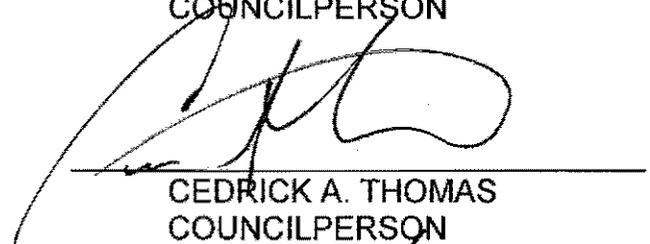
ATTEST:

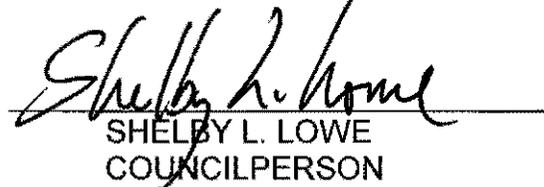
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JUDY L. DAVIS  
CHAIR PRO TEM

**ABSENT**

BILLIE E. BROOKS  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: S. LOWE

D. PARDO AYE

J. DAVIS AYE

B. BROOKS ABSENT

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/22/2010

**RESOLUTION NO. 129-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT TO EXTEND THE EXISTING SOLID WASTE AND RECYCLING CONTRACT WITH WASTE MANAGEMENT, INC. FOR A PERIOD OF ONE YEAR COMMENCING OCTOBER 1, 2010; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach advertised a Request for Proposal (RFP) for solid waste and recycling collection services in February 2010; and

**WHEREAS**, the City received proposals from, evaluated and ranked four disposal companies; and

**WHEREAS**, the City received a bid protest from one of the responding companies and as such, the administration's process to begin negotiations with the highest ranked company was delayed; and

**WHEREAS**, after hearing the bid protest, the City Council approved portions of the protest and advised staff to return with a recommendation not inconsistent with the Council's determination; and

**WHEREAS**, the City Council has not yet made a determination on the RFP process; and

**WHEREAS**, the City of Riviera Beach must continue to provide solid waste collection service throughout the city which is vital to the health and safety of its residents; and

**WHEREAS**, the extension of the existing contract with the current vendor, Waste Management, Inc, will prevent the interruption of this essential public service; and

**WHEREAS**, staff recommends that City Council authorize a one year extension of the existing contract with Waste Management, Inc.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:**

**SECTION 1.** The City Council authorizes the Mayor and City Clerk to execute the contract extension with Waste Management, Inc., for a period of one (1) year commencing October 1, 2010.

**RESOLUTION NO. 129-10**  
**PAGE: 2**

**SECTION 2.** That this Resolution shall take effect immediately upon its passage and adoption by City Council.

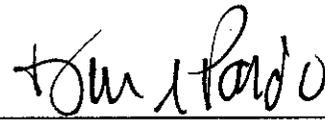
**PASSED and APPROVED** this 6TH day of OCTOBER, 2010.

RESOLUTION NO. 129-10

PAGE: 3

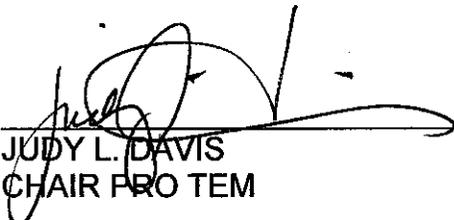
APPROVED:

  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIRPERSON

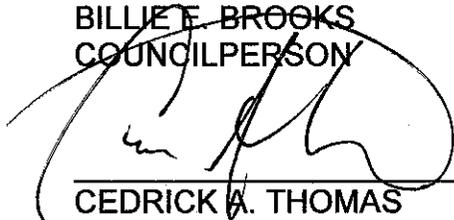
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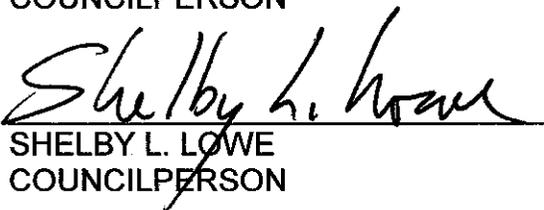
  
\_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
\_\_\_\_\_  
JUDY L. DAVIS  
CHAIR PRO TEM

**ABSENT**

\_\_\_\_\_  
BILLIE E. BROOKS  
COUNCILPERSON

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCILPERSON

  
\_\_\_\_\_  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J, DAVIS

SECONDED BY: S. LOWE

C. THOMAS AYE

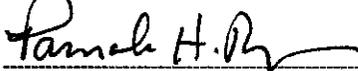
D. PARDO AYE

J. DAVIS AYE

B. BROOKS ABSENT

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/29/10

RESOLUTION NO. 130-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO DISCUSSIONS WITH PALM BEACH COUNTY TO MODIFY "AMENDMENT NUMBER 1" TO THE INTERLOCAL AGREEMENT, BETWEEN THE CITY AND THE COUNTY, FOR MARINA IMPROVEMENTS UNDER THE COUNTY'S 2004 BOND ISSUE FOR WATERFRONT ACCESS PROJECTS, TO INCLUDE THE USE OF THE BALANCE OF FUNDS IN THE GRANT FOR MARINA REPLACEMENT INSTEAD OF REPAIRS; REQUEST TO EXTEND THE PROJECT COMPLETION DATE TO JULY 1, 2012; AND DESIGNATING THE NAME OF THE MARINA DISTRICT AREA AS THE "INTERNATIONAL HARBOR AT RIVIERA BEACH"; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County for the issuance of general obligation bonds for the purpose of financing the acquisition, construction, and/or improvements to waterfront access in Palm Beach County, in the principal amount of \$50 million ("the \$50 million Waterfront Access Bond"); and,

**WHEREAS**, the Palm Beach County Board of County Commissioners, approved a funding allocation of \$5,000,000 for City of Riviera Beach water access projects; and,

**WHEREAS**, the City and Palm Beach County entered into an Interlocal Agreement dated April 18, 2007 for "Expansion and Renovations of the Riviera Beach Marina" with an approved budget of \$5,000,000; and,

**WHEREAS**, Amendment 1 to the 2007 Interlocal Agreement, which contained a revised Project Description, Conceptual Site Plan, and Cost Estimate, was approved by the Palm Beach County Board of County Commissioners, on November 17, 2009 and the City Council on December 16, 2009; and,

**WHEREAS**, the City applied for and received grant funds from the Florida Inland Navigation District (FIND) and a U.S. Fish and Wildlife Service Boating Improvement Grant that, along with other grants for which the City is eligible to apply and receive, would allow it to substantially construct new docks, replace the Marina's existing seawall and finger piers, and perform other capital improvements to the Marina; and,

**WHEREAS**, with the receipt of, and anticipated application for and receipt of other grant funds in addition to the funds received from the County, the City now plans to construct a new Marina and seawall, and construct other related capital improvement projects designed to promote public access to the waterfront; and,

**WHEREAS**, with the proposed changes to the scope of the project, the project focus has changed from a repair project for funding of the expansion and renovation of the Riviera Beach Marina to a marina replacement and capital improvement project; and,

**WHEREAS**, the City and the City's Community Redevelopment Agency (CRA) approved on February 10, 2010 and February 17, 2010, respectively, a "Conceptual Development Plan" for the re-development of its Marina District; and,

**WHEREAS**, the key components of the Marina District redevelopment, that emphasize public access, are replacement of the City Marina, a new Newcomb Hall, a redesigned Bicentennial Park, construction of a public parking garage, and the Public Market; and,

**WHEREAS**, the Marina replacement project requires the reallocation of remaining County grant funds (approximately \$3,800,000) to accommodate changes in the Marina capital improvement program into general construction categories; and,

**WHEREAS**, the City Council will request that the County Commission extend the time to complete the project and expend the designated County grant funds to July 1, 2012, to allow for the remaining grants leveraging to take place.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:**

**SECTION 1.** That the City Council designates "International Harbor at Riviera Beach" as the formal name for the Marina District project.

**SECTION 2.** That the City Council approves changes in the Marina capital improvement program for the Palm Beach County waterfront access grant (\$5,000,000) from a repair project (as identified in "AMENDMENT NUMBER 1 TO INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR FUNDING OF THE EXPANSION AND RENOVATION OF THE RIVIERA BEACH MARINA") to a Marina replacement project.

**SECTION 3.** That the City Council approves the reallocation of remaining County grant funds (approximately \$3,800,000) to accommodate changes in the Marina capital improvement program.

**SECTION 4.** That the City Council approves the general construction categories for the use of remaining County grant funds as follows:

- Floating docks
- Utilities
- Seawall and finger-pier replacement
- Design/Engineering
- Marina facilities building
- Public walkways/promenade
- Marina roadways, parking, and landscaping

**SECTION 5.** That the City Council designates the following as the City's priority marina public access capital projects:

- Marina
- Utility infrastructure
- Newcomb Hall
- Bicentennial Park
- Public Market
- Public Parking Garage
- Amphitheater in Bicentennial Park
- Restaurant/Retail/Mixed-use buildings

**SECTION 6.** The City Council authorizes the City Manager to develop, with appropriate county staff, an amendment to reflect the City's changes noted above.

**SECTION 7.** The City requests that the County modify the language in Amendment 1 to the 2007 Interlocal Agreement removing restrictions on the City's ability to transfer management or lease a part of the Marina without the requirement to reimburse the County for the full amount of grant funds used to accomplish the Marina Project.

**SECTION 8.** This Resolution shall take effect immediately upon its approval.

**PASSED and APPROVED this 6th day of OCTOBER, 2010.**

APPROVED:

Thomas A. Masters  
THOMAS A. MASTERS  
MAYOR

Dawn S. Pardo  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

Carrie E. Ward  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

Judy L. Davis  
JUDY L. DAVIS  
CHAIR PRO TEM

Absent  
BILLIE E. BROOKS  
COUNCILPERSON

Cedrick A. Thomas  
CEDRICK A. THOMAS  
COUNCILPERSON

Shelby L. Lowe  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: Davis

SECONDED BY: Thomas

D. PARDO Aye

J. DAVIS Aye

B. BROOKS Aye

C. THOMAS Aye

S. LOWE Aye

REVIEWED AS TO LEGAL SUFFICIENCY  
Pamela H. Ryan  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/6/10