

PART 3 – FORM OF CONTRACT

AGREEMENT FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

This Agreement is entered into between LEVY COUNTY, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (the “County”) and TFR ENTERPRISES, INC., (the “Contractor”) on August 6, 2024 (the “Effective Date”).

RECITALS:

WHEREAS, on May 10, 2024, County issued Request for Proposals No. 2024_003 for the services described in Article II below (the “RFP”) in accordance with applicable procurement policies and procedures;

WHEREAS, Contractor submitted a proposal in response to the RFP and was selected by County to provide the services; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

ARTICLE 1 – INCORPORATION OF DOCUMENTS

The RFP consisting of 1-43 pages, addenda dated May 31, 2024, June 6, 2024, June 10, 2024 (the “Addenda”) and the proposal submitted by Contractor dated June 12, 2024 (the “Proposal”), all of which are on file in the County Procurement Department, are made a part of this Agreement. In the event of any conflict, the documents will be given precedence in the following order: (1) this Agreement; (2) the Addenda; (3) the RFP; and (4) the Proposal.

ARTICLE 2 – SCOPE OF SERVICES

2.1 The primary purpose of this scope of services is to maintain the public health, safety, and economic recover of the County during the response to an exigent situation, as well as to restore the public areas to a normal conditions. The Contractor understands and agrees that debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of the Contract in the shortest time possible.

The work to be performed under the Contract shall consist of collection, removal, and disposal of the debris caused by the natural disaster. The Contractor shall not be paid to remove, process, or dispose of debris that is unrelated to disaster damage, without written direction from the County. Direction by the County in this proposal shall also mean direction by the County’s representative.

TERMINOLOGY used in this Agreement:

- a. Brush and Tree Parts: all the portions of trees, to include the root-ball, that have been placed in the right-of-way.
- b. Burnable Debris: Includes, but is not limited to, damaged and disturbed trees; bushes; shrubs; broken, partially broken and severed tree limbs, and brush.
- c. Construction and Demolition Debris or C&D Debris: Waste material that is generated in the construction, renovation or demolition of structures. Includes structures of all types (residential and non-residential) and roads and bridges. Includes, but is not limited to concrete, asphalt, wood, metal, gypsum, wallboard and roofing.
- d. Contractor: The individual, firm, partnership, joint venture, corporation, association or other legal entity performing emergency debris clearance, removal and disposal services under this contract.

- e. County Representative: Designated County officials in charge of coordinating debris clearance, removal and disposal operations will be the Director of the County Emergency Management Department and/or his/her designees, and the Director or chief administrative manager (or whatever title) of the County Road Department and/or his/her designees.
- f. Eligible Debris: Debris that is within the scope of this Contract, generally falling into one of two classifications: burnable, non-burnable. Note that certain items such as tires and HHW are not eligible debris.
- g. Hangers: Limbs, branched, etc., that are damaged broken but not severed from the main plant.
- h. Household Hazardous Waste or HHW: Includes, but is not limited to, the following: home, lawn and garden chemicals used for pest, insect and weed control; automotive fluids such as fuel, windshield wiper fluid, antifreeze, brake fluid, transmission fluid; oil based products such as gasoline additives, gear oil, car batteries, swimming pool additives, heating oil; flammable liquids such as cleaning solvents, kerosene, turpentine, mineral spirits, floor strippers; and instruments containing mercury such as thermometers, thermostats, barometers, and photo chemicals; and abandoned tires.
- i. Non-Burnable Debris: Includes, but is not limited to, timber; plastic; glass; rubber products; metal products; sheetrock; cloth items; non-wood building materials; and carpeting. Some non-burnable debris may be recyclable.
- j. Pass: A sweep/run through a route or area requiring debris removal.
- k. Putrescent Debris: Includes any debris that will decompose or rot, animal carcasses, unrefrigerated meat and other kinds of fleshy organic matter.
- l. Recyclable Debris: Includes, but is not limited to, metal products (e.g., mobile trailer parts, household appliances) and uncontaminated soil.
- m. Right-of-way or ROW: the traveled roadway of all identified public access roads and the area immediately adjacent (left and right) to the such traveled roadway that are under the jurisdiction of a state, federal, or local government, all of which are within the specified collection debris pickup zones.
- n. Root Ball: Includes roots and soil associated with uprooted vegetation such as trees, shrubs and bushes.
- o. Temporary Debris Storage or Reduction Site (TDSR's): Sites used for temporary storage or reduction via burning or chipping debris.
- p. Vegetative Debris: Plant-related debris. Includes, but is not limited to, trees, shrubs, bushes, limbs, branches tree trunks and root balls.
- q. White Goods: Household appliances such as refrigerators, freezers, stoves, washers, dryers and similar items; and lawnmowers and equipment with small motors.

2.2 The Project consists of the following Scope of Services:

1. The Contractor shall provide for debris removal and disposal of all eligible debris from the County right-of-way ("ROW") and public property. The quantities for this scope of services are unknown and may vary greatly, depending on the event initiating the need for the issuance of a work order to a Contractor.
2. Vegetative debris shall be taken to an approved Temporary Debris Storage and Reduction Site ("TDSRS") indicated on the attached maps. All necessary permits shall be obtained by the Contractor. Contractor shall be responsible for returning the TDSRS(s) to near original conditions, upon completion of reduction activities. The Contractor may provide alternative TDSRS(s) for vegetative debris at his/her own expense.
3. Construction and Demolition Debris ("C&D") shall be taken to a landfill appropriately permitted for the material.
4. Haul and Dispose: This work shall consist of clearing, separating, and removing any and all storm generated debris from the ROW of streets and roads and eligible public property. Work shall include:

- a. Examining and sorting debris to determine whether or not debris is eligible and to determine whether eligible debris is burnable or non-burnable, and/or recyclable;
- b. Loading and sorting debris;
- c. Hauling the eligible debris to an approved dumpsite.

Ineligible debris shall not be loaded, hauled, or dumped under this contract. The County's representative shall be immediately notified of any ineligible debris placed at the ROW for collection. The Contractor shall make passes as directed by the County's representative with a minimum of seven (7) days to include a weekend between each pass. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County's representative. Any eligible debris, such as fallen trees, which extend onto the ROW from private property, shall be cut at the point where it enters the ROW. Only that part of the debris that lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this Contract.

5. Contractors shall note that a portion of the project will occur in residential areas. Contractors should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The Contractor shall repair any damages caused by the Contractor's equipment in a timely manner. The debris work area shall be left clear of debris and clean, as reasonably and practical under the conditions of the work order governing the applicable services being provided.
6. The Contractor shall use equipment and perform work in a manner to prevent damages to infrastructure facilities and adjacent ROW's including all landscaped areas. No tracked equipment shall be allowed in residential areas unless approved by the County's representative. All loading equipment shall be required to operate from the street/road using buckets and/or boom and grapple devices to remove and load debris.
7. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.
8. The County reserves the right to inspect any site, verify quantities and review operations at any time.
9. All work shall be accomplished in a safe manner in accordance with OSHA Safety Standards.
10. Debris may be reduced by mechanical means using chippers, grinders, or shredders if approved by the County representative. The storage area and processing area for the debris reduction operation shall be designated by the County representative based upon the site opportunities and constraints. The size of the debris pile allowed at the designated location shall be specified prior to the start of debris reduction.
11. Debris Reduction by Burning: Debris may be reduced by incineration using air curtain incinerators as specified by the County representative. The Contractor shall be responsible for compliance with applicable regulations and all costs associated with the final disposal of non-burnable debris and ash residue. Disposal of non-burnable debris and ash residue shall be made in accordance with current state, federal, and local regulations.
12. Household Hazardous Waste shall be removed from the ROWS's by the contractor.
13. White Goods: Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of eligible white goods from the ROW, removal of refrigerants, transportation to a County approved debris management site, decontamination (of food containing items) and transportation to a County approved facility for recycling. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading. White Goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.
14. Leaners and hangers are NOT part of this Contract.
15. Load Tickets: For those events which the County utilizes the services of a debris monitoring service, an automated debris tracking system will be utilized. For all other events, load tickets shall be used for recording the cubic yard volume of debris removed for disposal. Load tickets with control numbers will be issued by the Contractor to County Representative Monitor.
 - a. Each load ticket shall contain the following information:
 - i. Ticket Number
 - ii. Contract Number

- iii. Date
 - iv. Contractor Name
 - v. Truck or Roll-Off Number
 - vi. Truck Capacity
 - vii. Point of Debris Collection and applicable County/Municipality
 - viii. Loading Departure Time
 - ix. Dump Arrival Time
 - x. Percent of Load
 - xi. Actual Debris Volume
 - xii. Debris Eligibility (Y/N)
- b. A minimum four-part load ticket shall be issued by a County Representative Monitor prior to transport of the debris from the loading site (or upon arriving at the dumpsite). The entire four-part load ticket is given to the Contractor's vehicle operator. Upon arrival at the dumpsite, the vehicle operator shall give the entire four-part load ticket to the County Representative Monitor. The County Representative Monitor shall verify the hauler and equipment and established a percent of truck capacity of the eligible cubic yardage of debris load. After documenting the percentage, the County Representative Monitor will calculate the actual cubic yardage of the load, to the nearest .10 yard. The County Representative Monitor will document his data on the load ticket. The County Representative Monitor will detach one copy of the load ticket and give that one copy to the vehicle operator. One copy is then given to the Contractor, one copy is given to FEMA and the original is kept by the County Representative. The load tickets shall be submitted by the County Representative with the daily report.

16. PERFORMANCE SCHEDULE:

- a. The Contractor shall commence performance within twenty-four (24) hours of receipt of notice to proceed or completed work order.
- b. Prior to commencing debris removal operations the Contractor shall, with the County Representative direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 7 and 14 day projection. The plan shall be updated every Monday.
- c. All activity associated with debris loading and hauling in public areas shall be performed during visible daylight hours only. The Contractor shall manage dumpsite operations to coincide with hauling operation during daylight hours, 7 days per week. Management and execution of burning operations may be 24 hours per day, 7 days per week, unless directed otherwise by the County Representative. All federal, state and local laws must be adhered to.
- d. Levy County desires the time for completion of all work shall be 60 calendar days from the notice to proceed or completion of work order unless the County Representative initiates additions or deletions to the work order by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties pursuant to applicable county, state and federal law.

17. EQUIPMENT:

- a. All trucks and other equipment must be in compliance with all applicable federal, state, and local laws, rules and regulations. Any truck or trailer used to haul debris must be mechanically loaded by an appropriately sized front end loader, backhoe or other approved and appropriate mechanical equipment. Additionally, the truck or trailer must dump hydraulically and be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of standard 2 x 6 boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the County Representative. All trailers must have a metal-framed exterior. All equipment used to haul debris must be equipped with a tailgate that shall effectively contain the debris during transport and permit the truck to be filled to capacity. All hauling equipment must be measured and marked for its load capacity. Hauling equipment shall be

marked using adhesive placards applied to the operator side of the hauling compartment. The placard must be marked in permanent ink indicating measured volume, truck number, prime Contractor and date of last compartment measurement.

- b. All equipment shall be inspected by the Contractor prior to use to ensure it meets the standards set forth in this Contract. The Contractor shall prepare a form for this purpose, which form shall be provided to the County Representative for his/her approval prior to use. The County Representative reserves the right to disallow the use of any equipment, trucks, or trailers he/she feels inappropriate for this Contract.
- c. Prior to commencing debris removal operations, the Contractor shall present to the County Representative all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer shall be measured to determine the load capacity. Each truck or trailer shall be numbered and clearly display the load capacity for identification with a permanent marking. The County Representative may, at any time, request that the trucks be re-measured. The Contractor shall notify the County Representative each time a new truck, trailer or container is to be used under this Contract. No capacity can exceed 100% of the measured volume.
- d. Trucks or equipment, which are designated for use under this Contract, shall not be used for any other work during the working hours of a work order issued under this Contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the term of this Contract. Under no circumstances shall the Contractor mix debris hauled for other with debris hauled under this Contract.
- e. Loading equipment used under this Contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non-rubber tired equipment must be approved by the County Representative.
- f. The Contractor shall provide a roofed inspection tower at the dumpsite. This tower must be constructed such that the County Representative monitor can easily look down into the bed to fully view the debris load, establishing a volume. The inspection tower must be constructed to meet all local, state, federal requirements and comfortably accommodate 3 adults. The Contractor may provide a mechanical lift with roof cover to be used in place of the constructed tower. The Contractor shall provide portable restroom facilities at all dumpsites.

18. REPORTING:

- a. The Contractor shall submit a report to the County Representative during each day services are performed under a work order issued under the Contract. Each report shall contain, at a minimum, the following information:
 - i. Contractor's Name
 - ii. Contract Number
 - iii. Crew
 - iv. Location of Work
 - v. Day of Report
 - vi. Daily and cumulative totals of debris removed, and processed by category
- b. Discrepancies between the daily report and the corresponding load and/or weigh tickets shall be reconciled no later than the following day.

19. OTHER CONSIDERATIONS:

- a. The Contractor shall supervise and direct all work, using skillful labor and proper equipment for all tasks. The Contractor shall have a competent operations manager on site during the entire period of work under this Contract. The operations manager shall have the authority to represent the Contractor and be available to the County Representative or other County personnel assigned operational responsibility. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this Contract.

- b. The Contractor must possess all licenses required in accordance with the federal, state and local requirements to perform the work.
- c. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of this Contract. Corrections for any such violations shall be at no additional cost to the County.
- d. The Contractor shall be responsible for control of pedestrian and vehicular traffic in any work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements, and to adequately provide for safety of persons and property. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this Contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with OSHA Safety Standards.
- e. Contractor shall be solely responsible for complying with all applicable federal, state and local laws, rules and regulations for all work performed pursuant to the Contract; including but not limited to collection and disposal of debris. Contractor will submit in its proposal its plan for debris collection and disposal.

20. FINAL DISPOSITION:

- a. NOTE: The method of final disposal shall be approved by the County Representative. Debris may be chipped, burnt, recycled or otherwise disposed of if approved by the County Representative.
- b. Proposers will provide the County with proposals outlining how they would accomplish final debris disposal in the most efficient and effective manner possible.
- c. Contractor shall be responsible for the debris up to final disposal.

21. MEASUREMENT:

- a. Measurement for all debris removed will be by the cubic yard as determined by the eligible debris by the eligible debris delivered to dumpsite, as supported by the load ticket (see section 15, Load Tickets). Measurement shall be documented on load tickets. Payment for work under this Contract shall be based solely on volume from completely executed load tickets endorsed by the County as eligible debris and noting actual volume at the appropriate disposal site.

ARTICLE 3 – CONTRACTOR RESPONSIBILITIES

3.1 Contractor shall perform the Scope of Services in strict accordance with the provisions of this Agreement.

3.2 Contractor agrees that, to the best of its ability, the key personnel identified in the Proposal will be retained by Contractor throughout the term of this Agreement. If Contractor is unable to retain any of the key personnel identified in its Proposal, it shall provide prompt notice including the names and qualifications of the replacement personnel to County.

3.3 Contractor shall comply with all federal, state, and local statutes, rules, codes, ordinances, and regulations that apply to the performance of this Agreement.

3.4 As required by 119.0701, Florida Statutes, the following notice is given regarding the Contractor's duty to comply with Florida's public records laws (Chapter 119, Florida Statutes), as the same may be amended. Failure to comply shall constitute a breach of this Agreement. Specifically, but not by way limitation, Contractor shall:

- (i) Keep and maintain public records required by County to perform the services;
- (ii) Upon request from County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the services to be provided by Contractor under this Agreement if Contractor does not transfer the records to County; and

(iv) Upon completion of this Agreement, transfer, at no cost, to County all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers all public records to County upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon requests from County's custodian of public records, in a format that is compatible with the information technology systems of County.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE: (352) 486-5218
EMAIL: LEVYBOCC@LEVYCOUNTY.ORG
MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621

3.5 During the performance of this Agreement, in the event any services to be performed by the Contractor are or may be funded by federal funds or may be reimbursable by federal funds, the Contractor, for itself, its subcontractors, and any assignees and successors in interest agrees as follows:

(a) *Equal Employment Opportunity:* The Contractor shall comply with the regulations relative to equal employment opportunity in federally-assisted construction contracts, as they may be amended from time to time, contained in Appendix II to 2 CFR Part 200, specifically as contained in 41 CFR 6-01.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, as any of the same may be amended, which are herein incorporated by reference and made a part of this Agreement.

(b) *Nondiscrimination:* The Contractor, with regard to any work performed during this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21. In addition, Contractor shall comply with all applicable laws and regulations that prohibit discrimination based on race, color, national origin, sex, disability, age, creed, and/or prohibit unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects.

(c) *Solicitations for Subcontractors, including Procurements of Materials and Equipment:* In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and any applicable regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(d) *Davis-Bacon Act:* The Contractor shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5), as the same may be amended. The prevailing wage determination by the Department of Labor at the time of performance of the particular

services by Contractor which may be subject to federal funding or federal reimbursement shall be accepted by Contractor prior to performance of those services.

(e) *Copeland "Anti-Kickback" Act:* The Contractor shall comply with the provisions of Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3), as the same may be amended. County shall report any suspected violations to the applicable federal funding agency.

(f) *Contract Work Hours and Safety Standards Act:* In the event in the performance of any services by Contractor are anticipated to be in excess of \$100,000, and Contractor employs mechanics or laborers subject to Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR Part 5), as the same may be amended, Contractor shall comply with the provisions of 40 U.S.C. 3702 and 3704, as supplemented by such Department of Labor regulations.

(g) *Rights to Inventions Made Under a Contract or Agreement:* (this section intentionally left blank).

(h) *Clean Air Act and Federal Water Pollution Control Act:* Contractor shall comply with all provisions and all applicable standards of the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as the same may be amended, in the performance of any services pursuant hereto. Any violations of either Act hereunder shall be reported to the applicable federal awarding agency and the Regional Office of the Environmental Protection Agency.

(i) *Energy Policy Conservation Act:* Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy Conservation Act (41 U.S.C. 62101), as the same may be amended.

(j) *Solid Waste Disposal Act:* Contractor shall comply with the provisions of section 6002 of the federal Solid Waste Disposal Act, as amended by the federal Resource Conservation and Recovery Act, as the same may be amended, which include (but are not necessarily limited to): procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR Part 247 (as the same may be amended) that contain the highest percentage of recovered materials practicable, consisting with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.

(l) *Incorporation of Provisions:* The Contractor shall include the provisions of this Section 2.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by any applicable federal regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the state or federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the applicable state or federal funding agency to enter into such litigation to protect the interests of such state or federal funding agency.

(m) *Sanctions for Noncompliance:* In the event of the Contractor's noncompliance with the provisions of this Section 2.6, the County or any applicable state or federal funding agency may impose such contract sanctions as the County or the applicable state or federal funding agency may determine to be appropriate, including, but not limited to: (i) withholding of payments to the Contractor until the Contractor complies, and/or (ii) cancellation, termination or suspension of this Agreement, in whole or in part; and/or (iii) any other further sanctions as may be permitted by the applicable federal regulations governing the applicable federal funding or as are not prohibited by law.

ARTICLE 4 – SERVICES/WORK ORDERS

4.1 Based upon the needs of County related to any event as described in the RFP for Debris Removal, and County's determination to acquire services from Contractor, County will issue a Work Order to Contractor for the specific

services needed. Issuance of a Work Order to Contractor for any needed services will be based on the County's sole judgement and discretion, based on County's needs for the applicable event.

- 4.2 Each Work Order issued hereunder shall contain a description of the specific services required for that Work Order, and shall state the compensation to be paid to the Contractor for that Work Order, and shall include a schedule for completing the services and providing any products pursuant to the Work Order. Each Work Order issued to Contractor by County shall become a part of this Agreement upon approval by both parties. Compensation for each Work Order may be based on not-to-exceed amounts, or on time and materials using the hourly rates of Contractor provided with the Proposal (or as amended in a renewal term of this Agreement), or some other form of compensation as consented to by Contractor and County in the applicable Work Order. In the event that any Work Order is based on time and materials (as determined by the County to be the only suitable method of compensation for such Work Order), the ceiling prices for the services under that Work Order shall be One Million Five Hundred Thousand Dollars (\$1,500,000.00) regardless of the size of the event initiating the need for the services under the Work Order, which ceiling price shall be exceeded solely at the Contractor's risk. County acknowledges that adjustments to the services, schedule and compensation for any Work Order may be necessary based on circumstances; and any such adjustments must be consented to in writing by both Contractor and County. Contractor shall be authorized to proceed with services pursuant to any Work Order upon receipt of the fully executed Work Order, the bond required for such Work Order (if applicable) and any other information or documentation applicable to the Work Order as required by County. Contractor agrees to perform the services in consideration of the compensation described in each Work Order and in accordance with the terms of this Agreement.
- 4.3 County Coordinator or his/her designee shall be authorized to execute any Work Order on behalf of County in the event the compensation for such Work Order does not exceed Twenty Five Thousand Dollars (\$25,000).
- 4.4 County reserves the right to issue a separate solicitation for any services it may need, at its discretion, regardless of whether a Work Order could be awarded for such services pursuant hereto. County also reserves the right to issue multiple Work Orders to any number of contractors with which it has entered into agreements pursuant to the RFP, based on the County's needs for any particular event.
- 4.5 County provides no guarantee that Contractor will be issued any quantity or dollar amount of Work Orders, or that Contractor will be issued any Work Order hereunder.

ARTICLE 5 – COUNTY'S RESPONSIBILITIES

- 5.1 County shall perform the responsibilities contained in this Article in a timely manner so as not to delay the services of Contractor.
- 5.2 County shall furnish to Contractor, upon request of Contractor and at County expense, all existing studies, reports, and other available data pertinent to the services to be performed under this Agreement which are within the County's possession. However, Contractor shall be required to evaluate all materials furnished hereunder using reasonable professional judgement before relying on such materials.
- 5.3 County shall provide reasonable access and entry to all public property required by Contractor to perform the services described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission reasonable access and entry to any private property required by Contractor to perform the services in this Agreement.

ARTICLE 6 – TERM/TERMINATION

- 6.1 The term of this Agreement shall begin on the date and year first written and shall continue for a period of three (3) years. At the option of the parties, this Agreement may be extended for two (2) additional one (1) year terms or one additional two (2) year terms for a total term with extensions of five (5) years. The County Coordinator or designee is authorized to extend this Agreement on behalf of the County for any of the extension terms. All work associated

with any Work Order must be completed within the initial term of any extension term of this Agreement, unless the applicable Work Order is unavoidably delayed. In the event of such unavoidable delay, the term or extended term of this Agreement shall be automatically continued for such Work Order until Contractor completes all services and provides all products required under such Work Order, and County accepts such services and products as satisfactory, unless otherwise terminated in accordance herewith.

- 6.2 This Agreement may be terminated by County without cause upon no less than thirty (30) calendar days' advance written notice to Contractor. This Agreement may be terminated by the County for cause upon no less than ten (10) calendar days' advance written notice to Contractor, which notice specified the cause of termination and allows the Contractor a reasonable period in which to cure the cause of termination. This Agreement may be immediately terminated by the County in the following circumstances: funds necessary to pay for the Contractor's services are no longer available, the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors, or the Contractor fails to comply with Florida's public records laws.
- 6.3 In the event of termination, Contractor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other work product prepared by Contractor shall become the property of County and shall be delivered by Contractor to County immediately upon the effective date of termination.
- 6.4 Notwithstanding the foregoing, the Contractor shall not be relieved of liability for damages sustained by the County from breach of the Agreement by Contractor and the County may reasonable withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from Contractor is determined.

ARTICLE 7 – METHOD OF BILLING/PAYMENT

- 7.1 County shall pay the Contractor the sums indicated for each Work Order for services actually performed by Contractor, in the manner indicated in each Work Order issued to Contractor.
- 7.2 Contractor shall submit all billings for payment of services rendered pursuant to the provisions of the applicable Work Order to the County department requesting the services for processing. Billings shall be detailed as to nature of the services performed and shall refer to the particular line item(s) in the Work Order to which services apply. Billings shall include a summary of any amounts previously billed and any credits for amounts previously paid. Billings shall also contain any additional information required by County to facilitate reimbursement or payment for Contractor's services to County by any applicable federal program.
- 7.3 Contractor acknowledges that each billing must be reviewed and approved by the Director of the County department requesting the services pursuant to the applicable Work Order, or his/her designee. Should the Director of such County department, or his/her designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, or does not provide sufficient information or detail required for County to qualify for federal reimbursement or payment, Contractor shall adjust billing accordingly. However Contractor shall be entitled to payment of any portion of a billing not in dispute.
- 7.4 County shall pay Contractor's monthly invoices in accordance with the Florida Local Government Prompt Payment Act.

ARTICLE 8 – CORRECTIONS

Contractor shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Contractor or any subcontractor or subcontractor(s) engaged by Contractor under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Contractor's work product, services, or materials shall not be

construed to operate as a waiver of any County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement. The provisions of this article shall survive the termination of this Agreement.

ARTICLE 9 – COUNTY PROPERTY

All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Contractor's services under this Agreement shall become property of and shall be delivered to County without restriction or limitation as to use. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days. Any use for other than for the specific project for which such items were created shall be at sole risk of County. Any other use by Contractor or other parties requires prior written approval by the County, which may be granted or denied in the sole discretion of the County.

ARTICLE 10 – NOTICES

Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator
P.O. Box 310
Bronson, FL 32621

If to Contractor:

with a copy to:

Emergency Management Director
P.O. Box 310
Bronson, FL 32621

ARTICLE 11 – NO CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 12 – NO ASSIGNMENT

12.1 Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without prior written approval of County.

12.2 Contractor shall not subcontract any services or work to be provided to County without prior written approval of the County. The County reserves the right to accept the use of a subcontractor or subcontractor or to reject the selection of a particular subcontractor or subcontractor and to inspect all facilities of any subcontractors in order to determine the capability of the subcontractor or subcontractor to perform properly under this Agreement. The County's acceptance of subcontractor or subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE 13 – INDEMNIFICATION

13.1 The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless County and all of County’s elected officials, officers, agents, and employees from and against all claims, liability, loss, and expense, including reasonable costs, collection expenses, attorneys’ fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor or its officers, agents or employees in performance or non-performance of its obligations under an agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligation in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify County as set forth in this provision. Nothing herein shall be construed to extend County’s liability beyond that provided in Section 768.28, Florida Statutes.

13.2 The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

13.3 The provisions of this Article shall survive the termination of the Agreement.

ARTICLE 14 – INSURANCE

Before performing any work, the Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance policies in coverages and limits required below, or to the extent and in such amounts as required and authorized by Florida law.

In addition, for those policies that are allowed by law to carry an additional named insured, Contractor will provide declarations pages from policies or insurance policies (other similar evidence) of insurance executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, listing coverages and limits, expiration dates, terms or policies and all endorsements, and shall include the RFP/Project Name, and naming “Levy County, a political subdivision of the State of Florida, its elected officials, officers, employees, agents, and volunteers,” as a named, additional insured, as well as furnishing County with a certified copy, or copies, of said insurance policies.

In addition, each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof shall be given to County. Any and all deductibles to any insurance policy shall be the responsibility of the Contractor. Said insurance coverages procured by Contractor as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to County, and that any other insurance, or self-insurance available to County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by County as required herein. Nothing herein shall be construed to extend County’s liability beyond that provided in Section 768.28, Florida Statutes.

Coverages and limits for the insurance required herein shall be as follows:

- A. **Worker’s Compensation:** Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers’ Liability with a limit of \$1,000,000 each accident, 1,000,000 each employee, \$1,000,000 policy limit for disease.
- B. **Professional Liability Insurance:** Coverage of a minimum one million dollars (\$1,000,000) in coverage for this project.
- C. **Public Liability Insurance:** Policy must include bodily injury and property damage, Combined Single Limits (CSL) of \$500,000 minimum.

- D. **Commercial General Liability – Occurrence Form Required:** Commercial General Liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$3,000,000. Products and completed operations aggregate shall be \$3,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.
- E. **Commercial Automobile Liability Insurance:** Automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

ARTICLE 15 – CONTACT PERSONS

Upon written request of Contractor, the County Coordinator shall designate one or more County employee(s) to whom all communication pertaining to the day-to-day conduct of the performance of this Agreement shall be addressed.

ARTICLE 16 – SEVERABILITY

In the event that a court having appropriate jurisdiction deems any provision of this Agreement invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all terms and provisions hereof. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

ARTICLE 17 – GOVERNING LAW/VENUE/WAIVER OF JURY TRIAL/SOVEREIGN IMMUNITY

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving in the enforcement or interpretation of any rights hereunder shall be brought exclusively in the Eighth Judicial Circuit in and for Levy County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

ARTICLE 18 – INDEPENDENT CONTRACTOR

Contractor enters into this Agreement as, and shall continue to be an independent contractor. All services shall be performed only by Contractor and its employees, subcontractors and subconsultants. Under no circumstances shall Contractor, its employees, subcontractors, or subconsultants look to the County as his/her employer, or as a partner, agent of principal. Neither Contractor, nor any of its employees, subcontractors and subconsultants, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

ARTICLE 19 – THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 20 – MISCELLANEOUS PROVISIONS

20.1 Pursuant to Section 215.4725, Florida Statutes, contracting with any entity listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Any contractor for goods or services of One Million Dollars (\$1,000,000) or more may be terminated at the County's option if it is discovered that the Contractor submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

20.2 As required by Section 287.133(3)(a), Florida Statutes: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity; may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

20.3 If it is discovered that Contractor provided false statements in the Non-Collusion Affidavit submitted with its proposal, or it is discovered that collusion existed between Contractor and any other proposers or parties, the responses of all participants in such collusion will be rejected and/or this Agreement terminated and no participants in the collusion will be considered in future procurement processes.

20.4 The Contractor must comply, as applicable, with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Florida Civil Rights Act, and Levy County Resolution 2011-59, and other laws that prohibit harassment and discrimination, all as the same may be amended. Specifically, but not by way of limitation, the Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin, genetics, pregnancy or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin, genetics, pregnancy or marital status. Contractor agrees to post notice in a conspicuous place, available to employees and applicants for employment, setting forth the provision of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin, genetics, pregnancy or marital status.
- County may require Contractor to submit reports, and permit the County access to Contractor's books, records, accounts and other sources of information and its facilities, as may be reasonably necessary to determine Contractor's compliance with laws that prohibit harassment and discrimination.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the Effective Date.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

Desiree Mills, Chair

Date: _____

ATTEST: Danny Shipp, Clerk of the
Circuit Court and Ex-Officio Clerk of
the Board of County Commissioners

Danny Shipp, Clerk

Approved as to form and legal sufficiency

Nicolle M. Shalley, County Attorney

By: _____

Title: _____

Date: _____

ATTEST/WITNESS

Secretary of Corporation