

Monday, May 23, 2022, 7 pm  
Regular Commission Meeting Agenda



Town Hall Commission Chambers  
247 Edwards Lane  
Palm Beach Shores, FL 33404

Mayor Alan Fiers  
Vice Mayor Scott McCranel

Commissioner Tracy Larcher  
Commissioner Janet Kortenhaus  
Commissioner Brian Tyler

Town Administrator Wendy Wells  
Town Attorney Keith Davis  
Town Clerk Jude M. Goudreau

**PLEASE NOTE: THIS MEETING MAY BE CONDUCTED USING COMMUNICATION MEDIA TECHNOLOGY**  
**Join information**

Meeting link:

<https://townofpalmbeachshores.my.webex.com/townofpalmbeachshores.my/j.php?MTID=m06464903b6ff173d9847e6606e347491>

Meeting number: 2631 800 9840 Password: 0523

**Join by phone**

+1-408-418-9388 United States Toll Access code: 2631 800 9840

---

## **Agenda**

### **1) CALL TO ORDER**

- a) Pledge of Allegiance
- b) Roll Call

### **2) APPROVAL OF MEETING AGENDA** (additions, substitutions, deletions)

### **3) APPROVAL OF CONSENT AGENDA**

- a) Commission Meeting Minutes, April 25, 2022
- b) Agreement with Phillips and Jordan for Hurricane/Disaster Debris Removal.
- c) Special Events Permit Number 22-05 Requested by Sailfish Marina for a Fishing Tournament on June 23-25<sup>th</sup> with approximately 300 participants. Fees have been paid and Insurance has been provided.

### **4) DEPARTMENT AND BOARD REPORTS**

- **Financial Reports:**
- April 2022
- **Staff Reports:**
- Sheriff's Department
- Fire Department
- Public Works
- Town Clerk
- Planning and Zoning Chairman
- Town Attorney

**5) COMMISSION REPORTS**

**a) Mayor's Updates:**

- Underground Project
- Water Main Replacement

**6) OTHER BUSINESS**

- Presentation: Redevelopment at 123 Ocean Drive, by Developers and Owner.
- Vote: Authorize additional opioids settlement agreements.

**7) RESOLUTIONS:**

**Resolution: R-7-22**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, CREATING AN AD HOC COMMITTEE ON INLET PARK ENCROACHMENTS; PROVIDING FOR COMMITTEE COMPOSITION, AUTHORITY & RESPONSIBILITIES; PROVIDING FOR COMPLIANCE WITH LAWS; PROVIDING FOR SUNSET OF SAID COMMITTEE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**8) ORDINANCES:**

**Second Reading: ORDINANCE NO. O-2-22**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING CHAPTER 14. BUILDINGS AND BUILDING REGULATIONS. ARTICLE III BUILDING STANDARDS. SEC. 14-108 LOCAL AMENDMENTS TO CHAPTER 1 ADMINISTRATION OF THE FLORIDA BUILDING CODE ADOPTED. *SECTION 109 FEES*. BY REQUIRING ADJUSTMENTS TO PERMIT FEES PAID PRIOR TO ISSUANCE OF A CO OR EQUIVALENT IN ORDER TO ENSURE PAYMENT OF CORRECT FEES; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 14 SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**Second Reading: ORDINANCE NO. O-3-22**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING APPENDIX A. ZONING AT SECTION IV. BASIC RESTRICTIONS FOR ALL DISTRICTS. AT PF.4.6. GRADE ELEVATIONS. TO ALLOW ADDITIONS TO SINGLE-FAMILY STRUCTURES IN ZONING DISTRICT A TO MATCH THE EXISTING GRADE AND FINISHED FIRST FLOOR ELEVATIONS SUBJECT TO CERTAIN RESTRICTIONS AND AT SECTION XIII. NONCONFORMING BUILDINGS AND USES. AT PF. 13.2. NONCONFORMING BUILDINGS. TO ADD AN ALLOWANCE FOR ADDITIONS TO SINGLE-FAMILY HOUSES IN ZONING DISTRICT A TO BE BUILT TO MATCH THE NONCONFORMING GRADE AND FINISHED FIRST FLOOR ELEVATION; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF APPENDIX A SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

**First Reading: ORDINANCE NO O-04-22**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING CHAPTER 78. VEGETATION. AT ARTICLE III. LANDSCAPING., SECTION 78-77.1. – DESIGN GUIDELINES. TO REQUIRE THE INSTALLATION OF ADDITIONAL LANDSCAPING PLACED INTERMITTENTLY AGAINST LONGER EXPANSES OF BUILDING WALLS WITH LITTLE ARCHITECTURAL DETAIL TO BREAK UP THE WALLS FOR MULTI-STORY STRUCTURES IN ALL ZONING DISTRICTS; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 78 SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

9) **PUBLIC COMMENTS** (please state your name for the record)

10) **ADJOURNMENT**

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the Town Commission with respect to any matter considered at this meeting or hearing, such interested person will need a record of the proceedings, and for such purpose may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The meeting/hearing will be continued from day to day, time to time, place to place, as may be found necessary during the aforesaid meeting. IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), THIS DOCUMENT CAN BE MADE AVAILABLE IN AN ALTERNATE FORMAT (LARGE PRINT) UPON REQUEST AND SPECIAL ACCOMODATIONS CAN BE PROVIDED UPON REQUEST WITH THREE (3) DAYS ADVANCE NOTICE. FOR HEARING ASSISTANCE: If any person wishes to use a hearing device, please contact the Town Clerk.

Monday, April 25, 2022, 7:00 pm.  
Regular Commission Meeting.



Town Hall Commission Chambers  
247 Edwards Lane  
Palm Beach Shores, FL 33404

Mayor Alan Fiers  
Vice Mayor Scott McCranels

Commissioner Tracy Larcher  
Commissioner Janet Kortenhaus  
Commissioner Brian Tyler

Keith Davis, Town Attorney  
Town Administrator Wendy Wells  
Town Clerk Jude M. Goudreau

## **Minutes**

### **CALL TO ORDER**

Pledge of Allegiance.

Roll Call: Mayor Fiers called the meeting to order at 7:00 pm.

Town Clerk Jude Goudreau called the roll, and those present were Mayor Alan Fiers, Vice Mayor Scott McCranels, Commissioner Janet Kortenhaus (via Webex), Commissioner Tracy Larcher, and Commissioner Brian Tyler.

Also, in attendance were: PBSO Sgt. Steve Langevin, Fire Chief Trevor Steedman, and Town Attorney Keith Davis.

### **APPROVAL OF MEETING AGENDA**

Town Administrator Wendy Wells asked to add an item under the Financial Report, review, and vote on supplemental pay for Director Welch.

**Motion:** Vice Mayor Scott McCranels made a motion to approve the Meeting agenda as amended.

**Second:** Commissioner Brian Tyler seconded the Motion.

**Vote:** Motion passed unanimously.

### **APPROVAL OF CONSENT AGENDA**

Commission Meeting Minutes, March 28, 2022

Reorganization Meeting Minutes, March 28, 2022

Emergency Services Agreement for Dispatch Services between Palm Beach County and the Town of Palm Beach Shores.

Automatic increase to impact fees on October 1, 2022.

**Motion:** Vice Mayor Scott McCranels made a motion to approve the Consent Agenda.

**Second:** Commissioner Tracy Larcher seconded the Motion.

**Vote:** Motion passed unanimously.

### **VARIANCES:**

**VAR22-01**, Weston Gracida, Owner of 125 Cascade Lane, requests a Variance from Pf. 4.6 to allow for a finished floor elevation for the addition of 9.8 feet, where Town Code requires 10.26 feet.

Attorney Keith Davis swore in Mr. Gracida and asked if there was any ex parte communication; Vice Mayor McCranels said yes, he had spoken to Mr. Gracida.



Mayor Fiers briefly explained why the Variance was requested and said that the Town is changing the Ordinances in the non-flood area to allow for the finished floor elevations on new additions to match the existing home's elevations.

**Motion:** Commissioner Tracy Larcher made a motion to approve the Variance.

**Second:** Commissioner Brian Tyler seconded the Motion.

**Vote:** the Motion passed unanimously.

## **DEPARTMENT AND BOARD REPORTS**

**Financial Reports:** Town Administrator Wendy Wells presented the Monthly Financial Report for the Month of March. Mrs. Wells provided a recap of the revenues and expenses and details for any items reporting over budget, which were primarily from unexpected repairs to the Community Center. Mrs. Wells answered the Commissioner's questions. Commissioner Larcher questioned whether the Town needed Flood Insurance for specific areas of Town.

**Motion:** Commissioner Tyler made a motion to approve the Financial Report.

**Second:** Vice Mayor McCranel seconded the Motion.

**Vote:** Motion passed unanimously.

**Mid-Year Projections:** Mrs. Wells provided a detailed explanation of the midyear expenditures and revenues. The Building Department Revenues are higher than expected because of a large building project on Inlet. Mrs. Wells answered Commission's questions.

### **Explanation of Budget Amendment #2:**

Town Administrator Wendy Wells presented a spreadsheet and detailed account of the budget amendments. The amendments are due to the new Capitalization Policies, projects under five thousand dollars have been moved from Capitalization to expenditures., the fire truck purchase and sale of the current fire truck, additional activity in the building department, use of contingency for higher-than-expected costs, and repairs at the community center and, risk management for higher insurance costs. Fire Chief Steedman gave an update on the auction and sale of the current fire engine. There are two or three potential buyers; one of them is a private buyer who may be interested in purchasing both fire trucks.

**Vote- Use of Fire Impact fees of \$22,047.16** Town Administrator Wendy Wells said that the Fire Impact Fees collected will be used for the new fire engine equipment.

**Motion:** Vice Mayor McCranel made a motion to approve the use of the Fire Impact Fees for equipment for the new fire truck.

**Second:** Commissioner Tracy Larcher

**Vote:** Motion passed unanimously.

### **Update on American Rescue Plan Act:**

The Town has received \$316,000.00 so far and is expected to receive another \$316,000.00 this summer. The first report is due by the end of this month; Town Administrator Wells has it prepared and ready to submit. The money can now be used to replace revenues, which lifts the restrictions; however, after speaking to our financial auditor, he suggested using the money for the contracted police services. The money budgeted for police services will be used for road projects.

**Motion:** Vice Mayor Scott McCranel made a motion to use the ARPA money in the amount of \$632,039.00 for the contracted police services and move the savings to the road projects.

**Second:** Brian Tyler seconded the Motion.

**Vote:** Motion passed unanimously.

**Supplemental Pay Director Alan Welch.**

Commission has previously approved supplement pay through April to Director Alan Welch for the underground project. Currently, the supplemental pay is \$1,000.00 per month. Mayor Fiers reports that the project is done in the north end of Town for AT&T. In the south end of town some fiber has been run, but the project has stalled due to the shortage of fiber. As of last Friday, AT&T is unsure when the project will be completed. Mayor Fiers would like to continue to pay Director Welch for an additional two months. Mrs. Wells and Mayor Fiers both stated that Director Welch has been a very intracell part of this project and fully involved with all aspects of the project.

**Discussion:** Commissioner Tyler asked how much longer the project would take and would they continue to pay if they were stalled for another three months. He also asked if they were tracking the hours spent by Director Welch on the project. Mayor Fiers said that he spent well above four hours a day on this task up until last week. Commissioner Larcher asked what the level of activity was, considering they're waiting for the fiber. There were no public comments.

**Motion:** Vice Mayor McCranel made a motion to approve two additional months of pay at \$1,000.00 a month

**Second:** Commissioner Janet Kortenhaus

**Motion:** Commissioner Brian Tyler made a motion to modify the Motion and pay for four additional months at \$500.00 a month. The Original Maker of the Motion agreed to the Motion to modify.

**Second:** Commissioner Kortenhaus seconded the Motion.

**Vote:** Motion passed unanimously

a) Staff Reports:

- **Sheriff's Department:** Sgt. Langevin gave a recap of his written report and provided crime statistics for the month and brief descriptions of the crimes. Sgt. Langevin thanked Sailfish Marina for their help with a recent boating incident with a fatality; they allowed PBSO to use their second-floor facilities while numerous agencies and PBSO K-9 units responded. Sgt. Langevin introduced Deputy Brandi Clayton, who provided details about a new program that is in the works. The program will be a database of dogs in the community. The program is geared to help lost dogs get home quickly and hopefully intercept prior to the lost animal being turned over to Animal Care and Control. The database will store pictures of the animals and information about the animals to reunite them with their families. Deputy Clayton said they would bring a PowerPoint presentation back to Commission once the program is complete.
- **Fire Department:** Chief provided details of his written report and reviewed the monthly statistics. Chief Steedman said his department, along with Code Enforcement Officer Orlando Rodriguez, recently completed a floodplain exercise together through Palm Beach County; the activity will help with the Community Rating System.

**Public Works:** Mayor Fiers gave a brief update in place of Director Welch in his absence. The Public Works crew has painted the 1<sup>st</sup> coat of slip-resistant paint at the Community Center, and

they are waiting for the additional paint to be delivered to complete the project. The painting project at Townhall is completed now. They have started the drainage swales on Edwards, the north side is complete, and they will finish the south side, and then there will be one installed on Tacoma, hopefully before the rainy season. Extermination of Iguanas will start tomorrow at noon. Mayor Fiers said they have already taken 200 eggs from the construction project on Inlet Way.

- **Town Clerk:** No Report.
- **Planning and Zoning Chairman:** Jerald Cohn, Chairman of the Planning and Zoning Board, said the Board is discussing additional landscaping requirements for multi-story new construction to soften the long solid walls to create more privacy. A draft Ordinance is being reviewed, and after the Board discusses it, they will make their recommendations to Commission on a code modification.
- **Town Attorney:** Attorney Davis informed Commission that the next League of Cities meeting in the City of Greenacres is Wednesday, April 27, 2022; the discussion will be Hurricane Preparedness, and following the meeting, there will be an annual workshop for the elected officials; this is not ethics training, however. On May 25, 2022, an installation banquet at the Kravis Center will take place; all are welcome to attend but must RSVP to the League.

## **COMMISSION REPORTS**

### **a) Mayor's Updates:**

- Underground Project- See Director Welch's Report.
- Watermain Project is suspended and waiting for materials.

## **OTHER BUSINESS**

- **Vote to extend Brightview's Landscape contract.**

**Motion:** Commissioner Brian Tyler made a motion to approve the contract.

**Second:** Commissioner Tracy Larcher seconded the Motion.

**Vote:** Motion Passed Unanimously.

- **Vote: Tree trimming services.**

Wendy Wells provided an overview of the data distributed to the Commission. Three written quotes were obtained; Brightview Landscaping, who already is our landscaping company, was the lowest bid and is already familiar with the Town.

Commission had a brief discussion, and Mrs. Wells answered their questions.

**Motion:** Vice Mayor McCranel made a motion to approve the contract with Brightview landscaping for the five-year contract.

**Second:** Commissioner Tyler seconded the Motion.

**Vote:** Motion Passed Unanimously.

## **RESOLUTIONS:**

**Resolution: R-6-22:** (Scrivener's error on agenda, R-5-22)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, PALM BEACH COUNTY, FLORIDA, AMENDING ITS OPERATING BUDGET FOR FISCAL YEAR 2021-2022 IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF BUDGET RESOLUTION NO. R-11-21; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Mayor Fiers stated that this was previously discussed during Mrs. Wells' presentation of the budget amendments; this memorializes the amendments.

**Motion:** Commissioner Tyler made a motion to approve the Resolution.

**Second:** Vice Mayor McCranels seconded the Motion.

**Vote:** Motion Passed Unanimously.

## **ORDINANCES:**

### **ORDINANCE NO. O-2-22 First Reading:**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING CHAPTER 14. BUILDINGS AND BUILDING REGULATIONS. ARTICLE III BUILDING STANDARDS. SEC. 14-108 LOCAL AMENDMENTS TO CHAPTER 1 ADMINISTRATION OF THE FLORIDA BUILDING CODE ADOPTED. *SECTION 109 FEES*. BY REQUIRING ADJUSTMENTS TO PERMIT FEES PAID PRIOR TO ISSUANCE OF A CO OR EQUIVALENT IN ORDER TO ENSURE PAYMENT OF CORRECT FEES; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 14 SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**Discussion:** Mayor Fiers explained that this Ordinance would enable the Town to collect a more accurate fee for building permits. Currently, when a project comes before the Building Department, the contractor gives an estimate of costs; this Ordinance will now require them to provide a cost affidavit at the end of the project, with actual costs for the project, usually resulting in an additional building permit fee.

**Motion:** Commissioner Janet Kortenhaus made a motion to approve the Ordinance.

**Second:** Commissioner Brian Tyler seconded the Motion.

**Vote:** Motion Passed Unanimously.

### **ORDINANCE NO. O-3-22 First Reading:**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING APPENDIX A. ZONING AT SECTION IV. BASIC RESTRICTIONS FOR ALL DISTRICTS. AT PF.4.6. GRADE ELEVATIONS. TO ALLOW ADDITIONS TO SINGLE-FAMILY STRUCTURES IN ZONING DISTRICT A TO MATCH THE EXISTING GRADE AND FINISHED FIRST FLOOR ELEVATIONS SUBJECT TO CERTAIN RESTRICTIONS AND AT SECTION XIII. NONCONFORMING BUILDINGS AND USES. AT PF. 13.2. NONCONFORMING BUILDINGS. TO ADD AN ALLOWANCE FOR ADDITIONS TO SINGLE-FAMILY HOUSES IN ZONING DISTRICT A TO BE BUILT TO MATCH THE NONCONFORMING

GRADE AND FINISHED FIRST FLOOR ELEVATION; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF APPENDIX A SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

**Discussion: None.**

This Ordinance responds to the numerous requests for Variance on this subject.

**Motion:** Commissioner Kortenhaus made a motion to approve the Ordinance.

**Second:** Vice Mayor McCranels seconded the Motion.

**Vote:** Motion Passed Unanimously.

**PUBLIC COMMENTS:** Rick Kollmeyer commented on the encroachments subject. Mr. Kollmeyer has researched the property (s) in question and has concerns that the buildings are significantly encroaching on the Town's property that the Town should use. Mr. Kollmeyer read a letter that he prepared and gave to Mayor Fiers (attached to these minutes). Mr. Kollmeyer requested that the Town make a greater effort to get the information out to the residents. Mayor Fiers said this issue had been the topic of discussion numerous times at workshops and meetings for several months, previously in 2010 and since 1956.

Mayor Fiers welcomes Donna Ward as the new Chair of the Environmental Committee.

**ADJOURNMENT:**

**Motion:** Commissioner Tyler made a motion to adjourn the meeting.

**Second:** Vice Mayor McCranels seconded the Motion.

**Vote:** Motion passed unanimously.

The meeting was adjourned at 8:33 pm.

Approved this 23 day of May 2022.

ATTEST:

---

Alan Fiers, Mayor

---

Jude M. Goudreau, Town Clerk  
(Seal)



Town of Palm Beach Shores  
247 Edwards Lane  
Palm Beach Shores, FL 33404

RE: Mutual Aid Agreement for Hurricane/Disaster Debris Removal, Reduction and Disposal between  
Solid Waste Authority of Palm Beach County, and Phillips and Jordan, Inc.

Phillips and Jordan, Inc. (P&J) and the Solid Waste Authority of Palm Beach County have executed an Agreement for Hurricane/Disaster Debris Removal, Reduction and Disposal, Agreement No. 22-201C effective May 8, 2022, through May 7, 2025.

Article 33 (Agreements with other Government Entities) of Agreement No. 22-201C states:

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

The Agreement in no way restricts or interferes with any State Agency or local government agencies of the State of Florida from re-solicitation.

I would like to offer to the Town of Palm Beach Shores, FL, to enter into this agreement with Phillips & Jordan, Inc. per Article 33 of Agreement No. 22-201C. This offer is made at the same terms and conditions stated in the referenced agreement.

Please return one fully executed original letter upon acceptance.

**PHILLIPS & JORDAN, INC.**

**ACCEPTED: TOWN OF PALM BEACH SHORES**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Printed Name: Morgan Pierce

Printed Name: \_\_\_\_\_

Title: President, Power

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



YOUR PARTNER FOR  
SOLID WASTE SOLUTIONS

**AGREEMENT FOR**

**HURRICANE/DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL**

**BETWEEN**

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**

**AND**

**PHILLIPS AND JORDAN, INC.**

**AGREEMENT NO. 22-201C**

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

TABLE OF CONTENTS
-------------------

<u>ARTICLE</u>		<u>PAGE</u>
1.	Effective Date and Incorporation of Recitals .....	1
2.	Services to be performed by Contractor .....	1
3.	Compensation.....	1
4.	Insurance .....	2
5.	Standard of Care .....	3
6.	Indemnification.....	3
7.	Independent Contractor .....	3
8.	Authority to Conduct Business.....	4
9.	Compliance with Laws .....	4
10.	Sub-Contractor .....	4
11.	Federal and State Taxes .....	4
12.	Availability of Funds.....	4
13.	Authority's Responsibilities .....	4
14.	Default .....	4
15.	Termination for Convenience.....	5
16.	Uncontrollable Forces.....	5
17.	Jurisdiction, Venue, Waiver of Jury Trial and Remedies.....	5
18.	Commercial Non-Discrimination Policy.....	6
19.	Waiver .....	6
20.	Severability .....	6
21.	Entirety of Agreement and Modification .....	6
22.	Successors and Assigns .....	7
23.	Contingent Fees .....	7
24.	Truth-in-Negotiation Certificate .....	7
25.	Ownership of Documents .....	7
26.	Public Records, Access and Audits .....	7
27.	Inspector General .....	9
28.	Notice .....	9
29.	Contract Administration.....	10
30.	Key Personnel .....	10
31.	Equal Business Opportunity Program.....	10
32.	Scrutinized Companies.....	10
33.	Agreements with other Governmental Entities.....	11
34.	Third Party Beneficiary Disclaimer.....	11
35.	E-Verify – Employment Eligibility.....	11
36.	Confidentiality .....	12
37.	Payment Adjustment Schedule .....	12
38.	Order of Agreement Activation/Location Assignment .....	13
39.	Task Order/Performance .....	13
40.	Bonds .....	13
41.	Florida Highway Administration (FHWA) Form 1273.....	14
42.	Buy America Requirements .....	14
43.	Disadvantaged Business Enterprises .....	14
44.	Certification Regarding Suspension and Debarment.....	15
45.	Access to Records and Their Retention.....	15
46.	Audit Requirements .....	16
47.	National Environmental Policy Act (NEPA).....	16



48.	Americans with Disabilities Act .....	16
49.	Compliance with Title VI, Title VII and other Federal Laws and Regulations .....	16
50.	Convict Labor Prohibition .....	16
51.	Certification Regarding Lobbying Activities .....	16
52.	DHS Seal, Logo, and Flags .....	16
53.	No Obligation by Federal Government .....	16
54.	Program Fraud and False or Fraudulent Statement or Related Acts .....	17
	Contract Execution .....	18

#### **EXHIBITS**

A.	Scope of Work .....	19
B.	Fee Schedule .....	36

#### **ATTACHMENTS**

A.	Task Order Disaster Debris Management .....	39
B.	Pre-Approved Temporary Debris Management Sites Map .....	40
C.	Public Assistance Program and Policy Guide .....	41
D.	Mobilization Schedule .....	42
E.	FHWA Form 1273 .....	43
F.	Buy America Requirements .....	55
G.	Performance and Payment Bond .....	56

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of May 4<sup>th</sup>, 2022, (hereinafter referred to as the Agreement) by and between **Solid Waste Authority of Palm Beach County**, a dependent special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as AUTHORITY) and **PHILLIPS AND JORDAN, INC.**, (hereinafter referred to as CONTRACTOR and when referred to collectively with AUTHORITY, the Parties), a Corporation, whose Federal Employer ID Number is **56-0694573**;

**Whereas**, in accordance with the AUTHORITY's Request for Proposals No. 22-201/DL, solicited to employ the services of the CONTRACTOR for the purpose of providing Hurricane/Disaster Debris Removal, Reduction and Disposal, and;

**Whereas**, CONTRACTOR represents it is qualified, capable and prepared to provide such services.

**Now, therefore**, in consideration of the promises contained herein and other good and valuable consideration, the receipt of which is acknowledged by the other, the parties hereto agree as follows:

### ARTICLE 1 - EFFECTIVE DATE AND INCORPORATION OF RECITALS

The foregoing recitals are hereby incorporated herein by reference.

- 1.1 The Effective Date of this Agreement shall be **May 8, 2022** and the Initial Term of this Agreement is for three (3) years and shall expire on **May 7, 2025**, unless terminated earlier as provided for herein.
- 1.2 The AUTHORITY shall have the option of extending this Agreement for three (3) additional years, as approved by the AUTHORITY's Board or designee, in its sole and unfettered discretion, on the same terms and conditions. Such extension shall be in the form of a written Amendment to the Agreement executed by both Parties.
- 1.3 The continuance of this Agreement from year-to-year is contingent upon successful annual recertification of the CONTRACTOR's capabilities. The recertification process will be a review of the fiscal (bankruptcy, etc.), logistical (equipment availability, etc.), and moral (conviction for environmental crime, conviction for crime against a public entity, etc.) responsibility of the CONTRACTOR and a determination by the AUTHORITY, based on this review, of whether or not the CONTRACTOR continues to be a viable firm to provide the services described in this Agreement.

### ARTICLE 2 - SERVICES TO BE PERFORMED BY CONTRACTOR

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

### ARTICLE 3 - COMPENSATION

- 3.1 The AUTHORITY shall pay CONTRACTOR in accordance with the Fee Schedule, attached hereto and made a part hereof as Exhibit B. In addition, the Parties may negotiate a lump sum or not-to-exceed amount



on a per-project basis on an individual Task Order.

- 3.2 The CONTRACTOR shall submit semi-monthly invoices for services rendered. All invoices must reference the Task Order number. Invoices shall include a statement of progress and appropriate audit quality detail to satisfy the Federal Emergency Management Agency (FEMA) requirements.
- 3.3 Payment of CONTRACTOR by AUTHORITY is not contingent upon the AUTHORITY being reimbursed by the Federal Emergency Management Agency (FEMA). Payment to CONTRACTOR will be made for any work directed by the AUTHORITY which is determined by Federal and State agencies to be ineligible for reimbursement.
- 3.4 Payment of invoices shall be within thirty (30) days after receipt of a correct, fully documented invoice. All invoices shall be delivered to:

Solid Waste Authority of Palm Beach County  
7501 North Jog Road  
West Palm Beach, Florida 33412  
Attn: Accounts Payable

- 3.5 CONTRACTOR will clearly mark its final/last billing with the words "Final Invoice". This will certify that all services have been fully performed under this Agreement and that all charges and costs have been invoiced to the AUTHORITY. Thereupon, this account will be closed and any additional charges or costs, not included in the Final Invoice, shall be waived by CONTRACTOR. The AUTHORITY shall not be liable for the payment of any such additional charges or costs not included in the Final Invoice.
- 3.6 The AUTHORITY will retain 5% of the payment under each Task Order until such time as the entire project is completed to the AUTHORITY's satisfaction and all subcontractors and any material suppliers verify that they have been paid.

#### ARTICLE 4 - INSURANCE

- 4.1 During the performance of the Services under this Agreement, CONTRACTOR shall maintain the following insurance policies written by an insurance company authorized to do business in Florida and acceptable to the AUTHORITY.
  1. **General Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
  2. **Automobile Liability** Insurance with bodily injury limits of not less than \$5,000,000 for each person and not less than \$5,000,000 for each accident and with property damage limits of not less than \$5,000,000 for each accident.
  3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$500,000 for each accident, \$500,000 for each disease, and \$500,000 aggregate.
  4. **Excess Liability** Insurance with limits of not less than \$10,000,000 for each occurrence and annual aggregate.
- 4.2 Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.
- 4.3 CONTRACTOR shall furnish AUTHORITY **Certificates of Insurance**, which shall include a provision that

policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** after written notice has been given to the AUTHORITY. CONTRACTOR shall include AUTHORITY as an **Additional Insured** on the General Liability and Automobile Liability insurance policy required by this Agreement. All of CONTRACTOR'S subcontractors shall be required to include AUTHORITY and CONTRACTOR as **Additional Insureds** on all of their liability insurance policies.

- 4.4 CONTRACTOR shall ensure that CONTRACTOR's naming of the AUTHORITY as an additional insured on its General Liability and Automobile Liability insurance policies pursuant to this Agreement shall afford coverage for the negligent, reckless, intentionally wrongful or willful acts of CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.
- 4.5 In the event that subcontractors used by the CONTRACTOR do not have insurance, or do not meet the required insurance limits herein, CONTRACTOR shall indemnify and hold harmless the AUTHORITY for any claim(s) in excess of the subcontractor's insurance coverage.
- 4.6 The CONTRACTOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

#### **ARTICLE 5 - STANDARD OF CARE**

- 5.1 The CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services performed pursuant to this Agreement as is ordinarily provided by comparable, qualified professionals under similar circumstances. The CONTRACTOR shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.
- 5.2 The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 6 - INDEMNIFICATION**

##### **6.1 GENERAL**

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

##### **6.2 INDEMNIFICATION**

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

##### **6.3 SURVIVAL**

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

#### **ARTICLE 7 - INDEPENDENT CONTRACTOR**

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



work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the AUTHORITY shall be that of an Independent Contractor and not as employees or agents of the AUTHORITY.

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

#### **ARTICLE 8 - AUTHORITY TO CONDUCT BUSINESS**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and perform all requirements in this Agreement.

#### **ARTICLE 9 - COMPLIANCE WITH LAWS**

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

#### **ARTICLE 10 - SUB-CONTRACTING**

- 10.1 The AUTHORITY reserves the right, in its sole and unfettered discretion, to accept the use of a subcontractor or to reject the selection of a particular subcontractor under this Agreement.
- 10.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor 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 - DEFAULT**

- 14.1 The AUTHORITY may, by written notice of default to the CONTRACTOR, terminate the Agreement in whole or in part if the CONTRACTOR: a) fails to satisfactorily perform any provisions of this Agreement; or b) fails to make progress so as to endanger performance under the terms and conditions of this Agreement; or c) repeatedly fails to perform; or d) does not remedy any such failure within a period of ten (10) days (or such period as the Director of Purchasing Services may authorize in writing) after receipt of notice from the Director of Purchasing Services specifying such failure. In the event the AUTHORITY terminates this Agreement in whole or in part because of default of the CONTRACTOR, the AUTHORITY may, in its sole



and unfettered discretion, procure goods and/or services similar to those required under this Agreement and the CONTRACTOR shall be liable for any excess costs incurred due to this action.

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

#### **ARTICLE 15 – TERMINATION FOR CONVENIENCE**

- 15.1 The Director of Purchasing Services may, whenever the interests of the AUTHORITY so require, terminate this Agreement, in whole or in part, for the convenience of the AUTHORITY. The Director of Purchasing Services shall give five (5) business days prior written Notice of Termination to the CONTRACTOR, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the Agreement are terminated, the CONTRACTOR has the right to withdraw, without adverse action by the AUTHORITY, from the entire Agreement.
- 15.2 Unless directed differently in the Notice of Termination, the CONTRACTOR shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified on the date given in the Notice of Termination. Additionally, unless directed differently, the CONTRACTOR shall terminate outstanding orders and/or subcontracts related to the terminated work.
- 15.3 Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination specified in the Notice of Termination.

#### **ARTICLE 16 - UNCONTROLLABLE FORCES**

- 16.1 Neither the AUTHORITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 16.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

#### **ARTICLE 17 – JURISDICTION, VENUE, WAIVER OF JURY TRIAL AND REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State court of competent jurisdiction located exclusively in Palm Beach County. With the exception of the choice of law and venue provisions contained herein, no remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No single or partial failure by any party to exercise any right, power, or remedy hereunder, shall preclude that party from exercising that right, power or remedy in the future. **THE AUTHORITY AND CONSULTANT FREELY AND VOLUNTARILY AGREE TO WAIVE ITS RESPECTIVE RIGHT TO A JURY TRIAL ON ANY ISSUE(S) SO TRIABLE.**



## **ARTICLE 18 – COMMERCIAL NON-DISCRIMINATION POLICY**

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it will comply with the AUTHORITY's Commercial Non-Discrimination Policy, as described in Section 6.3 of the AUTHORITY's Purchasing Manual, including subsequent amendments thereto, if any. As part of such compliance, the CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, gender, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONTRACTOR retaliate against any person for reporting instances of such discrimination. The CONTRACTOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the AUTHORITY's relevant marketplace in Palm Beach County. The CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the CONTRACTOR from participating in AUTHORITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The CONTRACTOR agrees and understands that the provisions of Section 6.3 of the AUTHORITY's Purchasing Manual are incorporated herein by reference and that the CONTRACTOR is familiar with the contents of same.

## **ARTICLE 19 - WAIVER**

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

## **ARTICLE 20 - SEVERABILITY**

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

## **ARTICLE 21 - ENTIRETY OF AGREEMENT AND MODIFICATION**

The AUTHORITY and the CONTRACTOR agree that this Agreement, including Exhibits and Attachments, and any matters incorporated by specific reference set 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 or terms and conditions contained in this Agreement may be added to, amended, modified, superseded or otherwise altered except by written instrument executed by the parties thereto.



## **ARTICLE 22 - SUCCESSORS AND ASSIGNS**

AUTHORITY and CONTRACTOR each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party and its partners, successors, executors, administrators, assigns and legal representative. CONTRACTOR shall not assign this Agreement without the prior express written approval of the AUTHORITY in its sole discretion 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**

- 24.1 Execution of this Agreement by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the Effective Date of the Agreement.
- 24.2 The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. 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 consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for its use and/or distribution as may be deemed appropriate by the AUTHORITY in its sole and unfettered discretion.

## **ARTICLE 26 - PUBLIC RECORDS, ACCESS AND AUDITS**

- 26.1 It is the intent of this Article to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended.

26.2 **DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:**

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

**RECORDS MANAGER**

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**

**7501 NORTH JOG ROAD**

**WEST PALM BEACH, FL 33412**

**561-640-4000 EXT. 4606**

**[RECORDSCUSTODIAN@SWA.ORG](mailto:RECORDSCUSTODIAN@SWA.ORG)**



- 26.3 The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work, in accordance with the timeframes and classifications for records retention as per the General Records Schedule GS1-SL for State and Local Government Agencies (see: <https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>) after completion or termination of this Contract. Upon AUTHORITY'S request, CONTRACTOR shall provide AUTHORITY with access to such records during normal business hours at a location within Palm Beach County for purposes of inspection or audit.
- 26.4 Notwithstanding anything herein to the contrary, the CONTRACTOR expressly acknowledges that: i) it is providing a specific service to the AUTHORITY in the performance of this Contract; ii) acting on behalf of the AUTHORITY in the performance of this Contract; iii) that it has read and is familiar with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended, and both understand its responsibility and obligation to comply with this law; and iv) to the extent any question(s) arise regarding its duties to produce public records, it shall contact the Records Manager with same.
- 26.5 Any public records requests directed to, or related in any way to this contract shall be directed solely to the Records Manager. If the requested records are not in the possession of the Records Manager, they shall immediately notify the CONTRACTOR and the CONTRACTOR must provide the records or allow access to the records within a reasonable time. A CONTRACTOR who fails to provide the records to the public agency within a reasonable time may be subject to penalties under Florida Statutes (F.S) §119.10, and §119.10(2) provides that a person who willfully and knowingly violates the Public Records Act commits a misdemeanor of the first degree, which is punishable by up to a year in jail and a fine not to exceed \$1,000.
- 26.6 Therefore, the CONTRACTOR is required to:
- 1) Keep and maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service;
  - 2) Upon AUTHORITY's request from the AUTHORITY's Records Manager; provide the AUTHORITY with a copy of the requested records to allow the records to be inspected or copied within a reasonable time on the same terms and conditions that the AUTHORITY would provide the records at a cost that does not exceed the cost provided by Florida law;
  - 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if the CONTRACTOR does not transfer the records to the AUTHORITY; and
  - 4) Upon completion of the Agreement, transfer at no cost to the AUTHORITY, all public records in possession of the CONTRACTOR or keep and maintain public records to the AUTHORITY upon completion or termination of the Agreement; the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the AUTHORITY, upon request from the AUTHORITY's Records Manager, either during performance of the Agreement or after termination or completion of the Agreement in a format that is compatible with the information technology systems of the AUTHORITY.
- 26.7 Failure of the CONTRACTOR to comply with these requirements shall be a material breach of this Contract.

- 26.8 CONTRACTOR shall maintain financial and program records to justify all charges and costs incurred in performing the work for at least three (3) years following final payment by the AUTHORITY as Federal Emergency Management Agency (FEMA) sub-grantee as required by 2 CFR 200.333. The AUTHORITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.
- 26.9 In the event records retention requirements in Florida Statutes Chapter 119 and 257 exceed those of FEMA, the records shall be retained to comply with the State of Florida requirements.

#### **ARTICLE 27 - INSPECTOR GENERAL**

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

#### **ARTICLE 28 - NOTICE**

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

##### **AS TO AUTHORITY**

Solid Waste Authority of Palm Beach County  
7501 North Jog Road  
West Palm Beach, Florida 33412  
Attention: Executive Director  
Office No.: 561-640-4000 Fax No.: 561-640-3400

##### **AS TO CONTRACTOR**

Phillips and Jordan, Inc.  
10142 Parkside Drive  
Suite 500  
Knoxville, TN. 37922

Attention: Tommy Webster, Program Manager – Disaster Services  
Office No.: 865-392-3013 Fax No.: 865-688-8369 E-Mail: [twebster@pandj.com](mailto:twebster@pandj.com)

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 29 - CONTRACT ADMINISTRATION**

Services of CONTRACTOR shall be under the general direction of the **Chief Operations Officer**, or designee, who shall act as the AUTHORITY'S representative during the term of the Agreement.

#### **ARTICLE 30 - 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 any proposed changes in key personnel. The following personnel shall be considered key personnel:

Tommy Webster – Contract Manager, Operations/Project Manager  
Cell No.: 828-644-3222 E-Mail: [twebster@pandj.com](mailto:twebster@pandj.com)

Morgan Pierce – Mission Executive  
Cell No.: 919-740-3250 E-Mail: [mpierce@pandj.com](mailto:mpierce@pandj.com)

Eric Hedrick – Mission/Operations Manager  
Cell No.: 813-714-9471 E-Mail: [ehedrick@pandj.com](mailto:ehedrick@pandj.com)

Matthew Mooneyham– Client/Project Manager  
Cell No.: 850-530-7151 E-Mail: [matthew.mooneyham@phillipsih.com](mailto:matthew.mooneyham@phillipsih.com)

Heath Stone – Operations/Project Manager  
Cell No.: 865-392-3057 E-Mail: [hstone@phillipsih.com](mailto:hstone@phillipsih.com)

#### **ARTICLE 31 – EQUAL BUSINESS OPPORTUNITY PROGRAM:**

The Governing Board of the AUTHORITY has implemented the Economic Inclusion Policy administered by the Equal Business Opportunity (EBO) Program Office to ensure that all segments of its business population, including, but not limited to local, small, minority, and women-owned businesses, have an equitable opportunity to participate in the AUTHORITY'S procurement process, in accordance with Section 6.1 through 6.4 of the Purchasing Manual. Program tools and solicitation incentives are hereby referred to as the Affirmative Procurement Initiatives (API).

##### **31.1 Affirmative Procurement Initiative (API):**

**The AUTHORITY has NOT applied an Affirmative Procurement Initiative to this Agreement.**

#### **ARTICLE 32 - SCRUTINIZED COMPANIES**

32.1 As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of renewal of this Agreement.

- 32.2 As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, this Agreement certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of renewal of this Agreement.

### **ARTICLE 33 - AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES**

- 33.1 The CONTRACTOR agrees that this Agreement constitutes an offer to all State and local government agencies of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement should the CONTRACTOR deem it in the best interest of their business to do so.
- 33.2 The Agreement in no way restricts or interferes with any State or local government agencies of the State of Florida from re-solicitation.

### **ARTICLE 34 – THIRD PARTY BENEFICIARY DISCLAIMER**

It is not the intention of these documents to create third party beneficiary status in any person or entity that is not a direct party to this Agreement, and no language in this Agreement should be construed or interpreted as creating a third party beneficiary.

### **ARTICLE 35 – E-VERIFY – EMPLOYMENT ELIGIBILITY**

- 35.1 The CONTRACTOR certifies, warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended and that CONTRACTOR shall: (1) register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the CONTRACTOR'S subcontractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. CONTRACTOR shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. CONTRACTOR shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.
- 35.2 AUTHORITY shall terminate this Agreement if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If AUTHORITY has a good faith belief that one of CONTRACTOR'S subcontractor(s) has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, AUTHORITY shall notify CONTRACTOR to terminate its contract with the subcontractor and CONTRACTOR shall immediately terminate its contract with the subcontractor. If AUTHORITY terminates this Agreement pursuant to the above, CONTRACTOR shall be barred from being awarded a future contract by AUTHORITY for a period of one (1) year from the date on which the Agreement was terminated. In the event of such contract termination, CONTRACTOR shall also be liable for any additional costs incurred by AUTHORITY as a result of the termination.



**ARTICLE 36 – CONFIDENTIALITY**

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

**ARTICLE 37 – PAYMENT ADJUSTMENT SCHEDULE**

37.1 The AUTHORITY acknowledges the fluctuating nature of prices.

37.2 Annual Non-Fuel: The Non-Fuel Adjustment shall be applied to those rates subject to adjustment and as provided within this Agreement. For the purpose of this Agreement, the Non-Fuel component is assumed to represent 90% of the CONTRACTOR's costs. Therefore, 90% of the approved rates shall be so adjusted:

The rates shall be adjusted as follows:

The rates shall be adjusted annually, commencing on the first anniversary date, by the change in the Water and Sewer and Trash Collection Services Index, Series ID CUSR0000SEHG, as published by the United States Department of Labor, Bureau of Labor Statistics ([www.bls.gov](http://www.bls.gov)). The change in the index shall be calculated by dividing the average of the index over the twelve-month period ending the December preceding the effective date of the adjustment (January – December 2022) by the average of the index over the twelve-month period from January 2021 through December 2021. The first Annual Non-Fuel adjustment shall be effective May 7, 2023 to May 6, 2024.

For example:

For the Contract year beginning May 7, 2023, the average of the index over the twelve-month period from January 2022 through December 2022 shall be divided by the average of the index over the twelve-month period from January 2021 through December 2021, multiplying the result by ninety (90) percent of the contract or AUTHORITY established price, and subtracting ninety (90) percent of the contract or AUTHORITY established price.

The surcharge/credit shall be rounded to the nearest cent.

Formula:

Most Recent Year Average / Prior Year Average x .90 x Rate – (.90 x Rate) = Annual Adjustment

Calendar:

## Annual Payment Adjustment Calendar

April 2023	April 2024
---------------	---------------

## Extension Clause Annual Payment Adjustment Schedule

April 2025	April 2026	April 2027
---------------	---------------	---------------

### 37.3 **Activation Fuel Adjustment (Fuel Surcharge/Credit)**

The rates subject to adjustment shall be subject to a fuel price surcharge/credit for fluctuations in the price of fuel. For the purpose of this Agreement, fuel is assumed to represent 10% of the Contractor's costs therefore 10% of the approved rates shall be so adjusted. Fuel adjustment shall be calculated and effective upon activation.

The rates shall be adjusted as follows:

For the rates subject to adjustment, a fuel surcharge/credit shall be charged/credited basis based on the percentage change in the average price of fuel as published by the Oil Price Information Service (OPIS) and measured by the OPIS Standard Rack, OPIS No. 2 Distillate Gross Prices, Unbranded Average for Miami, Florida between the month of **January 2022 (Base)** and the most recent month available upon activation.

Fuel Adjustment does not use a floor or ceiling and provides adjustments in either direction without limit.

The surcharge/credit shall be rounded to the nearest cent.

#### Formula:

Most recent OPIS (at activation) / Base x .10 x Rate – (.10 x Rate) = Fuel Adjustment (for duration of activation)

#### For example:

Should activation occur October 2023, the fuel surcharge/credit shall be calculated by dividing the reported unbranded average price for September 2023 by the Base (unbranded average price for January 2022), multiplying the result by ten (10) percent of the contract or Authority established price, and subtracting ten (10) percent of the contract or Authority established price.

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

### **ARTICLE 38 – ORDER OF AGREEMENT ACTIVATION/LOCATION ASSIGNMENT**

The CONTRACTOR has entered into a contingent Agreement with the AUTHORITY for Hurricane/Disaster Debris Removal, Reduction, and Disposal. The Agreement awarded will be activated on an as-needed basis as solely determined by the AUTHORITY. The AUTHORITY may activate, assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the circumstance(s), the event, or any other condition which may warrant such action as it determines in its sole and unfettered discretion.

### **ARTICLE 39 – TASK ORDER/PERFORMANCE**

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

### **ARTICLE 40 – BONDS**

CONTRACTOR shall maintain a Proposal Bond in the sum of \$500,000. The CONTRACTOR's Proposal Bond will be



returned to the CONTRACTOR in exchange for and acceptance of an appropriate size bond as determined by the AUTHORITY after assessment of damage and definition of the CONTRACTOR's scope of service. In case of hurricane caused damage, a Category 1 storm would require a \$2,000,000 Bond, a Category II would require a \$4,000,000 Bond, a Category III would require a \$6,000,000 Bond, a Category IV would require an \$8,000,000 Bond, and a Category V would require a \$10,000,000 Bond. The Bond required would be a Performance and Payment Bond, Attachment G. The cost of the Bond is included in the unit rates in the Fee Schedule, Exhibit B. The CONTRACTOR shall maintain the Proposal Bond in effect until the Performance and Payment Bond is submitted to and accepted by the AUTHORITY. If the CONTRACTOR fails to supply a Performance and Payment Bond, the AUTHORITY shall be entitled to retain the Proposal Bond to rectify the CONTRACTOR's unacceptable performance. Pending successful annual CONTRACTOR recertification, the Proposal Bond shall be in effect for the entire term of the Agreement, except for period(s) of time when a Performance and Payment Bond is in effect.

#### **ARTICLE 41 – FLORIDA HIGHWAY ADMINISTRATION (FHWA) FORM 1273**

- 41.1 This Agreement incorporates all of the provisions set forth in the document commonly known as FHWA Form 1273, Attachment E, which is attached hereto and incorporated by reference as part of this Agreement. The term "contractor" as used in Attachment E shall apply to and mean the CONTRACTOR who may be referred to in Attachment E as the "prime contractor", "bidder", "proposer", "prospective primary participant", "prospective participant", "participant" or the like. The CONTRACTOR will perform the duties and obligations of the other contracting party regardless of the description or label used in Form 1273, Attachment E.
- 41.2 The CONTRACTOR shall comply with the Davis-Bacon wages rates to the extent applicable to the work performed under this Agreement. The provisions of the Davis-Bacon Act do not apply to debris removal work unless such work is done in conjunction with a construction project or "linked" to a particular Federal Highway. Wage rate tables may be found at <http://www.dot.state.fl.us/construction/wage.shtm>. Said wage rate tables are incorporated into and made part of this Agreement by reference.

#### **ARTICLE 42 – BUY AMERICA REQUIREMENTS**

The CONTRACTOR agrees to comply with the requirements of the Federal Buy America law (See 23 U.S.C. 313, ISTEA Sections 1041(a) and 1048(a), 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 Attachment F, which is attached hereto and incorporated by reference as part of this Agreement. CONTRACTOR shall provide a certification statement regarding the origin of all materials or products covered under the Buy America provisions and used in its performance of the Agreement in accordance with the requirements of law and the AUTHORITY, FDOT, and FEMA, to the extent applicable.

#### **ARTICLE 43 – DISADVANTAGED BUSINESS ENTERPRISES**

- 43.1 This provision shall supplement Article 31 "Equal Business Opportunity Program" of the Agreement. The Agreement is subject to the requirements of 49 CFR Part 26. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The CONTRACTOR shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT-assisted contract. Failure by the CONTRACTOR to carry out these requirements is a material breach of Agreement, which may result in the termination of this Agreement or such other remedy as the AUTHORITY deems appropriate, including but not limited to the withholding of payments. Each subcontract the CONTRACTOR signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13). Upon request, the CONTRACTOR will provide the AUTHORITY with a copy of each subcontract it enters into.
- 43.2 The CONTRACTOR is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than thirty (30) days after the CONTRACTOR's receipt of



payment for that work from the AUTHORITY. The CONTRACTOR may not hold any retainage from its subcontractors unless pursuant to an agreement approved by the AUTHORITY. The CONTRACTOR shall return all retainage payments withheld within thirty (30) days after the subcontractor's work has been satisfactorily completed.

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

#### **ARTICLE 44 – CERTIFICATION REGARDING SUSPENSION AND DEBARMENT**

- 44.1 This Agreement is a covered transaction for purposes of 49 CFR Part 29. Accordingly, the CONTRACTOR shall verify that neither the CONTRACTOR, nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified from participation in this Agreement as defined at 49 CFR 29.940 and 29.945.
- 44.2 The CONTRACTOR agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the term of this Agreement. The CONTRACTOR must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. CONTRACTOR's certification is a material representation of fact relied upon by the AUTHORITY. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to remedies available to the AUTHORITY, the State or Federal government may pursue any available remedies, including but not limited to suspension and/or debarment. The CONTRACTOR further agrees that it will include a provision requiring such compliance in all of its subcontracts or lower tier covered transactions.

#### **ARTICLE 45 – ACCESS TO RECORDS AND THEIR RETENTION**

- 45.1 This provision shall supplement Article 26 of this Agreement. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Agreement for at least five (5) years after completion or termination of this Agreement or FDOT's closure of an "emergency event" with the Florida Division of Emergency Management, whichever comes last, except in the event of litigation or settlement of claims arising from the performance of the Agreement, the CONTRACTOR agrees to maintain said records until all litigation, claims, appeals or exceptions related thereto have been resolved. The records shall be maintained at a location in Palm Beach County, Florida or such other location in Florida approved by the AUTHORITY.
- 45.2 The CONTRACTOR shall make all of its books, records, and other documents related, in any manner to its or its subcontractors' performance of the Agreement, available to the AUTHORITY and any other funding entity (e.g. FDOT, FEMA, the Comptroller General of the U.S. or any of their authorized representatives) for the purpose of examination, audit, reproduction, excerpts and transcripts, during normal business hours, at the CONTRACTOR's place of business or if CONTRACTOR's place of business is not located in Palm Beach County, then at the location for maintenance of records referenced above. The CONTRACTOR shall also require its subcontractors to make their books, records and documents available for examination, audit, reproduction, excerpts, and transcripts, for the same duration and in the same manner, and at or near the same locations required herein of CONTRACTOR.



#### **ARTICLE 46 – AUDIT REQUIREMENTS**

This provision shall supplement Article 26 of this Agreement. The CONTRACTOR agrees that audits may be undertaken of its records related to its performance of the Agreement as may be authorized or required under OMB Circular A-133, as revised. The CONTRACTOR agrees that it will comply, execute any necessary documents 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, FEMA, or any of their authorized representatives, in any audit or monitoring procedures or processes any such entity(ies) may undertake related to CONTRACTOR's performance of the Agreement in order to properly and satisfactorily complete the audit, if any.

#### **ARTICLE 47 – NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)**

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

#### **ARTICLE 48 – AMERICANS WITH DISABILITIES ACT**

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

#### **ARTICLE 49 – COMPLIANCE WITH TITLE VI, TITLE VII, AND OTHER FEDERAL LAWS AND REGULATIONS**

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

#### **ARTICLE 50 – CONVICT LABOR PROHIBITION**

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

#### **ARTICLE 51 – CERTIFICATION REGARDING LOBBYING ACTIVITIES**

A Bidder or Proposer for an award of certain Federal-Aid contracts in the amount of \$100,000 or more, must file the certification required by 49 CFR Part 2. The CONTRACTOR confirms that by signing and submitting a Bid or Proposal for the work covered by this Agreement, it made the certification described in Section X1 of the Attachment F herein.

#### **ARTICLE 52 – DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND FLAGS**

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

#### **ARTICLE 53 – NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the AUTHORITY, CONTRACTOR, or any other party pertaining to any matter resulting from this Agreement.

**ARTICLE 54 – PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The CONTRACTOR acknowledges that 31 U.S.C Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this Agreement.

***REMAINDER OF PAGE LEFT BLANK INTENTIONALLY***

**In Witness Whereof**, AUTHORITY, and CONTRACTOR have made and executed this Agreement all as of the day and year first above written.

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

WITNESS:

1. [Signature]
2. [Signature]

By: [Signature]

Daniel Pellowitz  
Executive Director

(SEAL)

**APPROVED AS TO LEGAL SUFFICIENCY:**

By: Howard J. Falcon III  
Howard J. Falcon, III  
General Counsel

Digitally signed by Howard J. Falcon III  
DN: cn=Howard J. Falcon III, o=Solid Waste Authority of Palm Beach County, ou=Enterprise, ou=CATT, email=hfalcon@solidwaste.org, c=US  
I am the author of this document  
I have not signed your signing location here  
Date: 2022.05.03 14:22:35-0400  
Foxit PDF Reader Version: 11.2.1

**APPROVED AS TO TERMS AND CONDITIONS:**

[Signature]  
Signature  
Patrick D. Carroll  
Print Name  
COO  
Title

**ATTEST:**

**PHILLIPS AND JORDAN, INC.:**

Jason Garner  
Corporate Secretary

Morgan Pierce  
Authorized Signature

WITNESS:

1. Paul Janski
2. Tommy Webster

Morgan Pierce  
Print Name  
President, Power  
Title  
4/18/2022  
Date

Approved by Authority Board on April 13, 2022, Item No.: 9. C.1

Agreement No. 22-201C





**EXHIBIT "A"****SCOPE OF WORK****1. PROJECT DESCRIPTION AND REQUIREMENTS:**

- A. The AUTHORITY seeks COINTRACTOR to remove and lawfully dispose of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property and public rights-of-way, and to setup and operate Temporary Debris Management Site(s) (TDMS) in Palm Beach County, Florida, immediately after a hurricane or other disaster.
- B. The objective of this RFP and subsequent contracting activity is to secure the services of an experienced CONTRACTOR who is capable of efficiently removing large volumes of disaster-generated debris from a large area in a safe, timely and cost-effective manner and lawfully disposing of all debris. CONTRACTOR must be capable of assembling, directing, and managing a work force that can complete the debris management operations in 120 days or less. The duration of effort/completion dates of all tasks will be determined jointly by the AUTHORITY and CONTRACTOR. This determination will be set in writing in appropriate Task Order(s).
- C. The CONTRACTOR shall perform all work in strict accordance with Federal Emergency Management Agency (FEMA) guidelines in order to maximize recovery of reimbursable expenses. This task shall include the provision of audit quality documentation as required by and acceptable to FEMA for all work accomplished.
- D. The CONTRACTOR may be required, at the AUTHORITY'S discretion, to be under the direction of an agent of the AUTHORITY.
- E. While intended to cover debris management needs in any major disaster scenario, the primary focus is on the threat of hurricane damage to Palm Beach County, Florida. The planning standards used for this project are based on the anticipated impacts of a named storm event or major flood impacting Palm Beach County, Florida. The AUTHORITY intends to enter into contingency Agreement(s) as further defined herein, to provide emergency debris removal and disposal services as required by the AUTHORITY.

**2. INTRODUCTION:**

- A. The AUTHORITY'S disaster recovery planning includes considerations for removing and processing the volumes and types of debris expected to be generated by a major disaster such as a hurricane or major flood and includes procedures for disposing of that debris. The planning approach is formulated in part on the concept of strategic pre-positioning of plans and resources necessary for timely, safe, coordinated recovery operations, including removal of debris from public property and rights-of-way throughout Palm Beach County using a combination of county, municipal, and CONTRACTOR forces.
- B. If activation is required, the AUTHORITY intends to activate contracts on an as-needed basis as solely determined by the AUTHORITY. The AUTHORITY intends to activate the CONTRACTORS in the order of final ranking as best meets the needs of the AUTHORITY. The AUTHORITY reserves the right in its sole and unfettered discretion, to assign/reassign any or all CONTRACTORS at any time as may be deemed appropriate depending upon the



## **EXHIBIT "A"**

circumstance(s), the event, or any other condition which may warrant such action.

- C. The AUTHORITY envisions the need for four (4) CONTRACTORS to carry out the debris removal and disposal work throughout Palm Beach County. The CONTRACTOR must have the experience and capability to manage a major workforce with multiple subcontractors and to cover the expenses associated with a major recovery operation prior to the initial AUTHORITY payment and between subsequent payments, as well as the capacity to provide the necessary bonds and insurance. The CONTRACTOR must also have an established management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal, volume reduction operations plan, and demonstrable experience in major disaster recovery projects.
- D. The Agreement(s) to be awarded under this RFP will be contingency Agreement(s) that will be activated only in the face of an emergency. As such, no compensation will accrue to the CONTRACTOR unless and until the Agreement is activated either in anticipation of a natural disaster or immediately after such disaster.
- E. The CONTRACTOR who receives an Agreement for the work, will be required to participate in certain AUTHORITY directed disaster recovery training and/or exercises, 1 to 2 days each year, at no cost to the AUTHORITY.
- F. The AUTHORITY does not guarantee a CONTRACTOR will be activated if awarded an Agreement.

### **3. PLANNING STANDARD FOR DEBRIS REMOVAL AND DISPOSAL:**

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

### **4. DEBRIS MANAGEMENT:**

- A. Planning for debris management operations is a function of the AUTHORITY as a supporting agency to the Palm Beach County Department of Engineering and Public Works. The AUTHORITY'S Emergency Management Coordinator will direct the debris removal and disposal operations.
- B. In addition to using AUTHORITY forces and equipment, the AUTHORITY intends to execute four (4) debris removal and disposal Agreements on a contingency basis for the purpose of having CONTRACTOR(S) immediately available and committed to assisting the AUTHORITY in the aftermath of a major disaster. Each CONTRACTOR holding a debris removal and disposal Agreement will serve as a General CONTRACTOR for the purpose of debris removal and disposal operations and will be able to use his/her own and subcontractor resources to meet the obligations of the Agreement. It is anticipated, but not required, that the CONTRACTOR will use both local and non-local subcontractors.



**EXHIBIT "A"**

- C. When a major disaster occurs or is imminent, the AUTHORITY intends to contact the highest two (2) or three (3) ranked CONTRACTORS holding debris removal and disposal Agreements to advise them of the AUTHORITY'S intent to activate the Agreement(s). Debris removal will generally be limited to debris in, upon, or brought to county residential private and public streets and roads, rights-of-way, municipal properties and facilities, and other public sites (this includes debris from customers assessed for residential solid waste and recycling collection services by the AUTHORITY). The CONTRACTOR will be responsible for determining the method and manner of debris removal and lawful disposal operations. Disposal of debris will be at AUTHORITY approved TDMS or landfill sites. The CONTRACTOR will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all TDMS.
- D. When a major disaster occurs or is imminent, the AUTHORITY will initially send out an Alert to the selected CONTRACTOR(S). This Alert will serve to activate the lines of communication between the CONTRACTOR representatives and the AUTHORITY. Subsequently, the AUTHORITY will issue the first Task Order which will authorize the CONTRACTOR to send an Operations Manager to the AUTHORITY within 24 hours of receiving such Task Order, to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the stipulated work. This first Task Order will also direct the CONTRACTOR to execute the required Performance and Payment Bond. The CONTRACTOR should anticipate receiving this first Task Order 24 to 72 hours before projected landfall of a hurricane or major flood. Depending on the nature of the storm and circumstances, the AUTHORITY may activate more than one (1) CONTRACTOR. CONTRACTOR(S) will generally be activated in order of final ranking.
- E. Specific task orders will be issued to select CONTRACTORS based on the best interest of Palm Beach County. The AUTHORITY reserves the right to assign work or task orders to various CONTRACTORS based on capability. The AUTHORITY does not guarantee a cradle to grave pricing arrangement but reserves the right to pick and choose CONTRACTORS based on ranking.
- F. The general concept of debris removal operations includes multiple, scheduled passes of each site, location, or right-of-way. This will allow residents to return to their properties and bring debris to the private and public right-of-way as recovery progresses. The AUTHORITY will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts.
- G. The AUTHORITY will make every effort to identify strategically located public and private TDMS throughout the county prior to a natural disaster. Depending upon the severity of the natural disaster, additional public and private TDMS will be identified as needed.
- H. The CONTRACTOR will operate the public and private TDMS and only CONTRACTOR vehicles and others specifically authorized by the AUTHORITY will be allowed to use the sites. Only one (1) level of subcontractor will be allowed to operate the sites. There will be no multi-tiered subcontractors (sub of a sub) allowed to operate TDMS. The CONTRACTOR is responsible for all activity at TDMS operated by their subcontractor and must have an employee on site at all times to oversee daily operations. **The locations of both publicly and privately owned sites currently under consideration are shown on Attachment B.** Additional public and privately owned TDMS may become available as plans develop. The availability of both private and public TDMS may change during the term of the Agreement.

**EXHIBIT "A"**

- I. The AUTHORITY may also establish designated homeowner drop-off sites on a public right-of-way (PROW) for communities. The CONTRACTOR will be responsible for removing all eligible debris from those approved designated locations at the direction of the Emergency Management Coordinator or designee.
- J. Curbside segregation of debris and disaster-generated or related wastes will be an element of the AUTHORITY'S disaster recovery program. The debris removal and disposal CONTRACTOR will be required to aid in the segregation and waste stream management processes. Any Household Hazardous Waste (HHW) encountered by the debris removal CONTRACTOR is to be set aside. HHW disposal will be the responsibility of the resident. The AUTHORITY will designate HHW drop-off locations.
- K. The following items are considered HHW for the purpose of this Agreement:
  - 1. Used Oil
  - 2. Batteries
  - 3. Paint
  - 4. Aerosol spray cans
  - 5. Pesticides
  - 6. Antifreeze
  - 7. Fluorescent light bulbs
  - 8. Propane tanks (household size)
- L. The CONTRACTOR will setup a lined containment area and separate any HHW inadvertently delivered to a TDMS.
- M. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor who will be selected by the AUTHORITY.
- N. Putrescible residential garbage will be collected by AUTHORITY franchise waste haulers and is not to be collected or transported by CONTRACTOR forces. The AUTHORITY may enter into a separate emergency debris removal agreements with each franchise hauler to operate their dedicated self-loading collection equipment within their Service Area for FEMA eligible storm debris removal.

**5. SCOPE OF WORK/OVERVIEW:**

This section is divided into three (3) subsections:

- 5.1 Debris Removal and Disposal Operations** from residential public and private streets, roads and rights-of-way and delivered to a TDMS designated by the Authority.
- 5.2 TDMS Operations** which includes daily operations as well as reclamation of the site to its pre-storm condition or as directed by the AUTHORITY Emergency Management Coordinator
- 5.3 Processing, Loading and Hauling Material** from TDMS to final destination.



**EXHIBIT "A"**

- A. Specific work authorizations by the AUTHORITY will be through written Task Orders. Task Orders will define the job to be accomplished, location of job, timeframe for completion, rates to be used, etc. Any job with requirements or rates not covered by this Proposal will be negotiated. The AUTHORITY reserves the right to extend operations on a weekly basis. Task Orders will be executed bilaterally. Performance will be by the metrics established in the Task Order(s). After 1/3 and again after 2/3 of the stipulated number of days of work in the Task Order have elapsed, the CONTRACTOR(S) shall provide written progress report to the AUTHORITY for review and acceptance. The AUTHORITY shall have the right to correct for CONTRACTOR'S default or underperformance by any means it deems in its best interest at the CONTRACTOR'S expense.
- B. The CONTRACTOR shall commence mobilization immediately upon receipt of the mobilization Task Order meeting the following progress patterns: 48 hours- collection activity within assigned Collection Service Area. Within ten (10) calendar days CONTRACTOR shall have 100% of all necessary equipment operating within all Collection Service Areas. This represents a minimum response schedule and does not restrict an earlier response. Subsequently, the AUTHORITY may issue additional Task Orders to define more precisely the work to be accomplished or to authorize additional work. The CONTRACTOR shall perform in accordance with each Task Order in all designated Collection Service Areas established by the AUTHORITY. Each Task Order will be uniquely and sequentially numbered.
- C. The CONTRACTOR is authorized to collect debris during daylight hours, seven (7) days per week. Any deviations from this schedule will require AUTHORITY approval.
- D. The CONTRACTOR must be duly licensed to perform the work in accordance with the State of Florida statutory requirements. The CONTRACTOR shall obtain all permits necessary to complete the work. The CONTRACTOR shall be responsible for determining what permits are necessary to perform under the Agreement. Copies of all permits shall be submitted to the AUTHORITY's Director, Customer Information Services prior to issuance of the first Task Order.
- E. The quantity of work required to complete the Agreement resulted from this RFP is estimated. The actual effort required may be more or less than the estimated amount shown in the Proposal Form 3 – Price Proposal. Payment will be made at the unit rates proposed. The output will be verified by the AUTHORITY's Director, Customer Services in the daily operational report. Should hourly rates be used to pay for certain equipment other than preventative maintenance, not in excess of fifteen (15) minutes in a normal workday, will be paid at the regular hourly rate. Preventative maintenance or down time resulting from equipment failure, routine maintenance and fueling that exceeds fifteen (15) minutes will be considered unacceptable work and non-payment of that time will be rounded off to the half hour of all hours where delays occur. Preventative maintenance is defined as the usual field maintenance to keep equipment in operating condition without the use of extensive shop equipment. Fueling of equipment will be considered as part of preventative maintenance.



## **EXHIBIT "A"**

- F. The CONTRACTOR shall be responsible for correcting any notices of violations issued as a result of the CONTRACTOR'S or any subcontractor's actions or operations during the performance of this Agreement. Corrections for any such violations shall be at no additional cost to the AUTHORITY.
- G. The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state or local governments or agencies, or of any public utilities or other private contractor.
- H. The CONTRACTOR shall provide contact information for all key personnel to the AUTHORITY that shall include name, phone number, cellular phone number and email address. The CONTRACTOR and its agents shall respond in a timely manner to all AUTHORITY inquiries at all times.

### **6. DEBRIS REMOVAL AND DISPOSAL OPERATIONS**

#### **6.1 General:**

- A. The purpose of this section is to define the requirements for debris removal and disposal operations after any catastrophic disaster within Palm Beach County. The AUTHORITY may designate zones for collection and disposal locations for debris collected. CONTRACTORS will be tasked with a service area(s) for this specific work immediately after the activation of the Agreement.
- B. For work performed on a Time and Materials basis, all hourly equipment rates shall include the cost of the maintenance, fuel, repairs, overhead, profit, insurance, and all other costs associated with the equipment including labor and operator.

#### **6.2 Services:**

- A. The CONTRACTOR shall provide equipment, operators, and laborers for debris removal operations. The CONTRACTOR shall provide all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, and repairs) all equipment under this Agreement.
- B. All rates are to include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, lodging, meals, and all other costs.
- C. The work shall consist of clearing and removing disaster generated debris as directed by the AUTHORITY Emergency Management Coordinator. CONTRACTOR shall provide collection equipment the day following a natural disaster or as directed by the AUTHORITY and shall provide equipment sufficient to collect a minimum of 50,000 cubic yards of debris per day within ten (10) calendar days of collection commencement (Past AUTHORITY natural disaster cleanup records show that ten (10) days' following disaster, 95,000-126,000 cubic yards of debris collected per day). Failure to provide sufficient equipment necessary to collect required amount may result in the AUTHORITY entering into a separate agreement with another contractor for collection services.

**EXHIBIT "A"****6.2.1 Removal of Hazardous Leaning Trees and Hanging Limbs**

- a) Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous trees twelve inches (12") or greater in diameter, measured three feet (3') from the base of the tree or chest height and hanging limbs two inches (2") or greater in diameter existing in private and public right-of-way. Further, debris generated from the removal of hazardous trees and hanging limbs two inches (2") or greater existing in private and public right-of-way will be placed at the public right-of-way for removal as vegetative debris. Hazardous leaning trees less than twelve inches (12") in diameter, measured three feet (3') from the base of the tree or at chest height, will be flush cut, and placed on the public right-of-way to be removed as vegetative debris. The AUTHORITY will not compensate the CONTRACTOR for leaning trees less than twelve inches (12") in diameter on a unit rate basis.
- b) Removal and transportation of hazardous trees twelve inches (12") or greater in diameter and hanging limbs two inches (2") or greater in diameter existing in private and public right-of-way will be performed as identified by the AUTHORITY. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the CONTRACTOR, in writing, by the AUTHORITY. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
  - i) The tree is leaning in excess of 30° degrees in a direction that poses an immediate threat to public health, welfare, and safety.
  - ii) The tree is dead, twisted, or mangled as a direct result of the storm and a certified arborist can attest to the fact that the tree will die and potentially create a falling hazard to the public.

**6.2.2 Removal of Hazardous Stumps**

- a) Under this contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous uprooted stumps 24 inches or greater in diameter, measured 24 inches from the base of the tree existing in private and public right-of-way. Further, debris generated from the removal of uprooted stumps existing in private and public right-of-way will be placed at the public right-of-way for removal as vegetative debris. Stumps measured 24 inches from the base of the tree and less than 24 inches in diameter will be considered normal vegetative debris and removed in accordance with 3.1.2. The AUTHORITY will not compensate hazardous stumps less than 24 inches in diameter on a unit rate basis and instead will be considered normal vegetative debris. The diameter of stumps less than 24 inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (In accordance with current FEMA public assistance guidelines) and removed under the terms and conditions of 2.6.2.
- b) Removal and transportation of hazardous uprooted stumps existing in the



**EXHIBIT "A"**

private and public right-of-way and private property will be performed as identified by the AUTHORITY. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the CONTRACTOR, in writing, by the AUTHORITY. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following requirement:

- (i) Over 50% of the tree crown is damaged or broken and heartwood is exposed.
- (ii) Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of 2.1. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA stump conversion table (In accordance with current FEMA public assistance guidelines).

The AUTHORITY or its representative will measure and certify all stumps before removal.

**6.2.3 Collection of Storm Generated Residential Vegetation and Construction and Demolition Debris:**

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

Work may include:

- (i) First pass to clear debris from emergency evacuation routes, access roads to critical facilities and all primary roadways.
- (ii) Clearing debris from residential private and public road right of ways.
- (iii) Loading the debris.
- (iv) Hauling the debris to an approved AUTHORITY TDMS or an authorized private construction demolition debris recycling facility or landfill.
- (v) Dumping the debris at the TDMS or direct haul to an Authority permitted approved private Construction and Demolition Debris (C&D) recycling facility or Authority authorized landfill.
- b) Debris delivered to a TDMS, private C&D recycling facility or authorized landfill will be paid based on the per cubic yard price according to the Proposal Form 3 – Price Proposal.

**6.2.4 Hourly Rate Clearing:**

- a) From 0-70 hours following a disaster CONTRACTOR, as designated by the AUTHORITY, shall provide the clearing services on an hourly rate that shall include the following:
  - (i) Clear debris from emergency evacuation routes, access roads to critical facilities, and primary roadways.

**EXHIBIT "A"**

- (ii) Perform emergency removal of debris if needed for life-saving measures.
  - (iii) Conduct daily briefings with debris managers and other officials to update progress and discuss issues.
  - (iv) Develop a traffic control plan along potential haul routes and at debris management and disposal sites.
- b) The CONTRACTOR shall not move from one designated Collection Zone to another area without prior approval from the AUTHORITY's Director, Customer Information Services or designee. CONTRACTORS and/or subcontractors that move to a designated Collection Service Area without prior AUTHORITY approval may be terminated immediately. The AUTHORITY reserves the right to relocate CONTRACTOR to other Collection Service Areas based on need and ability to perform required work at an acceptable level. The AUTHORITY reserves the right to immediately terminate CONTRACTOR and any subcontractor who fails to provide service in strict accordance with guidelines set forth by FEMA and the AUTHORITY.
- c) The AUTHORITY or designee shall forward all claims of damage to the CONTRACTOR daily. CONTRACTOR shall provide all contact information, including name, phone number, cellular phone number, fax number and email address, for personnel responsible for resolving all claims of damage. CONTRACTOR must respond to all claims of damage within 24 hours and resolve within ten (10) calendar days. Mailboxes must be repaired or replaced within two (2) calendar days. CONTRACTOR is responsible for all damage caused by his crew and/or subcontractors in the performance of debris removal.
- d) In the event the CONTRACTOR fails to repair damages as a result of the Contractor's equipment failure or negligence within the time provided in this Agreement, the AUTHORITY or designee may arrange for the repairs and assess the CONTRACTOR for the cost of the repairs and any applicable administrative charges. Any disputes as to damage responsibility will be presented to the Director, Customer Information Services or designee for review. The decision of the Director, Customer Information Services or designee will be final.

**6.3 Equipment:**

- A. All trucks and equipment must be in compliance with all applicable federal, state, and local rules and regulations. Trucks used to haul debris must be capable of rapidly dumping their load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport that will permit the trucks to be filled to capacity. Cyclone fence may be used as temporary tailgates if they comply with the following specifications:
  - 1. Fencing must be permanently attached to one side of the truck bed.
  - 2. After loading, the fencing must be tied to the other side of the truck bed at two places with heavy gauge wire.
  - 3. Fencing must extend to the bottom of the bed.



**EXHIBIT "A"**

4. After loading, bottom of fencing shall be tight against the bed of the truck and secured at a minimum of two locations.
  5. Solid iron metal bars must be secured to both sides of the fencing.
  6. There shall be no hand loaded equipment allowed.
- B. The AUTHORITY or designee shall complete certifications indicating the type of vehicle, make and model, license plate number, equipment number, and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual internal physical measurement performed and certified by the CONTRACTOR. Maximum volumes may be rounded up to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the placards affixed to each piece of equipment. The AUTHORITY reserves the right to re-measure trucks and trailers at any time to verify reported capacity. If a truck and/or trailer are re-measured and the yardage capacity is determined to be lower, the lower yardage volume will be retroactive to the initial load and total volume adjusted accordingly.
- C. All trucks and trailers utilized in hauling debris shall be equipped with a tailgate that will permit the vehicle to be loaded to capacity and effectively contain the debris on the vehicle while hauling. If installed, all sideboard extensions must remain in place throughout the operation, or the vehicle must be re-measured and remarked. All extensions to the bed are subject to acceptance or rejection at the sole discretion of the AUTHORITY or designee.
- D. Trucks or equipment designated for use under this Agreement shall not be used for any other work during working hours. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated Collection Service Area during the period of this Agreement. Under no circumstance will the CONTRACTOR mix debris hauled for others with debris hauled under this Agreement. Failure to comply will result in no payment to CONTRACTOR and the operator and vehicle will be declared ineligible to provide any additional emergency debris collection services. Any and all unapproved changes to placard will result in no payment to CONTRACTOR and the operator and vehicle will be declared ineligible to perform any additional emergency debris collection services.

**6.4 Securing Debris**

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



**EXHIBIT "A"****6.5 Equipment Signage**

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

**6.6 Other Considerations**

- A. The CONTRACTOR shall assign and provide an Operations Manager (OM) to the AUTHORITY TDMS to serve as the principal liaison between the AUTHORITY Director, Customer Services or designee and the CONTRACTOR'S forces. The assigned OM must be knowledgeable of all facets of the CONTRACTOR'S operations and have authority in writing to commit the CONTRACTOR. The OM shall be on call 24 hours per day, seven (7) days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information and make arrangements for onsite accommodations. This linkage shall provide immediate contact via cell phone, Fax machine, and have Internet capabilities. The OM will participate in daily meetings and disaster exercises, functioning as a source to provide essential element information. The OM will report to the AUTHORITY Director, Customer Services or designee. This position will not require constant presence; rather the OM will be required to be physically capable of responding to the AUTHORITY Emergency Management Coordinator within 30 minutes of notification.
- B. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. At a minimum, one flag person should be posted at each approach to the work area.
- C. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the CONTRACTOR'S personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- D. Payment for debris hauled will be based on the quantity of debris hauled in cubic yards. Debris hauled to a TDMS will require a validated load ticket. Drivers will be given an electronic load tickets at the loading site by an AUTHORITY loading site monitor. The quantity of debris hauled will be estimated in cubic yards at the TDMS by an AUTHORITY TDMS monitor. The estimated quantity will be recorded on the electronic load ticket. The AUTHORITY TDMS monitor will retain one copy of the paper load ticket and the driver will retain the remaining copies of the load ticket. Debris being hauled to a permanent landfill will be paid based on cubic yards recorded on an approved electronic or paper load ticket. Payment will be made against the CONTRACTOR'S invoice once site monitor and CONTRACTOR load tickets and/or scale tickets match. Load tickets not properly completed and signed will not be paid.

**EXHIBIT "A"****7. TEMPORARY DEBRIS MANAGEMENT SITES (TDMS) OPERATIONS****7.1 General**

- A. The purpose of this section is to define the requirements for TDMS Operations after any catastrophic disaster within Palm Beach County.
- B. The CONTRACTOR shall use only TDMS designated by the AUTHORITY Emergency Management Coordinator.
- C. The TDMS foreman shall direct all vehicular traffic and load drop-off operations. Different types of debris shall be kept in separate piles at the TDMS. At a minimum, one flag person shall be posted at each TDMS for traffic control and to direct unmixed loads to proper location (by debris type) to be offloaded. CONTRACTOR shall be responsible for sorting and proper placement of all loads not dumped in appropriate location which results in mixing the once separated debris at no charge to the AUTHORITY.
- D. The CONTRACTOR shall begin grinding vegetative debris within five (5) calendar days of TDMS opening date and removing mulch/wood chips within ten (10) calendar days of site opening date. It is very important your plan provides specific information for the final disposal destination location of the mulch / wood chips removed from the public or private TDMS. The CONTRACTOR shall begin removal of Construction and Demolition/mixed debris from TDMS to an approved final destination within five (5) days of site opening date.

**7.2 TDMS Services**

**7.2.1 Site Setup/Preparation and Site Closeout/Restoration** Site setup/preparation and site closeout/restoration shall be compensated on a time and materials basis in accordance with the hourly rates provided in the Proposal Form 3 – Price Proposal. Site set-up/preparation/closeout/restoration includes: clearing, stripping, hauling, fill placement, constructing/deconstructing processing pads, limerock or crushed concrete access roads, seeding, and any other similar activity necessary to make the site usable for its intended purposes and to return the site to its original condition. Do not include any materials in calculating the hourly rates in the Proposal Form 3 - Price Proposal. Important- Phase I TDMS Reclamation is included in the 2.0 cubic yard price. Phase I Reclamation requires the contractor to remove all debris from the TDMS including small particles mixed with soil and grading the entire area. The only site closeout cost will be removal of road base material and seeding as approved by the Authority.

**7.2.2 TDMS Operations and Material Processing**

- a. TDMS operations and material processing shall be compensated in accordance with the unit prices provided in the Proposal Form 3 - Price Proposal. The CONTRACTOR shall provide equipment, operators, and laborers for TDMS operations as specified by Task Order. Unit prices provided in the Proposal Form 3 - Price Proposal, shall include all labor and materials necessary to fully operate and maintain (including fuel, oil, grease, repairs, operator, mobilization, demobilization, overhead, profit, lodging and insurance)







**EXHIBIT "A"**

all equipment under this Agreement. Each Inspection Tower shall be equipped with two (2) portable toilets. Toilets shall be provided immediately upon completion of tower assembly. CONTRACTOR shall provide a water truck for the purpose of applying to site surface to minimize dust. The AUTHORITY shall provide a front-load garbage container and collection service of the container at each TDMS. CONTRACTOR shall be responsible for cleaning up all trash and litter generated on the site from daily operations and depositing into the container for collection. The entrance roadway and surrounding area within ½ mile of the site's entrance shall be cleaned daily by the CONTRACTOR. All pre-storm identified sites shall be opened by the CONTRACTOR within three (3) calendar days after receiving approval from the AUTHORITY to operate the TDMS. Failure to open sites with proper equipment and necessary personnel will result in liquidated damages of \$10,000 per day. All rates shall include the cost of protective clothing (to include hardhats and steel-toed boots), fringe benefits, hand tools, supervision, transportation, lodging, meals, and any other costs. The work shall consist of managing the operations of a TDMS and performing debris reduction by air curtain incineration and/or grinding of storm generated debris as directed by the AUTHORITY Emergency Management Coordinator

- b. The AUTHORITY plans to use two types of TDMS.
  - 1. Vegetative TDMS will be devoted to the reduction of clean woody debris by either burning or grinding. The AUTHORITY expects the material to be recycled and or beneficially re-used if processed by grinding. It is important to provide a detailed plan on how this material will be recycled or beneficially reused after grinding / reduction.
  - 2. Depending upon the size and type of devastation the AUTHORITY may require a separate Construction & Demolition (C&D) staging area, mixed debris staging area and a separate Household Hazardous Waste staging area. The AUTHORITY requests that PROPOSER implements recycling and or reduction programs to minimize the quantity of construction debris material to be land filled.
- c. Material coming into the Vegetative or C&D TDMS will be measured and paid for by the cubic yard according to the Proposal Form 3 – Price Proposal. Material removed and transported from a C&D TDMS will be measured and paid by the cubic yard according to the Proposal Form 3 – Price Proposal.
- d. Locations of all TDMS will be approved by the AUTHORITY. The AUTHORITY Emergency Management Coordinator must approve site improvements before work begins and any costs, other than those in the Proposal Form 3 – Price Proposal, that might have been negotiated under a Task Order shall be documented for payment.
- e. Material processed at a TDMS by either grinding or burning will be measured using cubic yards from incoming load tickets. Material entering a TDMS will be

**EXHIBIT "A"**

deposited in manageable piles.

**7.3 Reporting**

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

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

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

**7.4 Other Considerations**

- A. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- B. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. In the event a TDMS must be closed due to CONTRACTOR equipment or operational failures, CONTRACTOR shall be liable for liquidated damages in the amount of \$25,000.00 per day for every day the site has to remain closed.

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

- A. The AUTHORITY provides support to Palm Beach County Government for Debris Management, including the clearance (moving debris from the middle of the road, etc.) of debris from right-of- ways and public property. Palm Beach County intends to perform debris clearance for access with its own forces or under existing contractual Agreements between the County and local firms. However, in a significant disaster, these resources may be insufficient to perform the clearance activities in a timely manner.
- B. This debris clearance is to be considered supplemental and optional service. It is anticipated that debris clearance activities would be conducted, if needed, on a time and material basis using the rates in the Proposal Form 3 – Price Proposal.



**EXHIBIT "A"****8. PROCESSING, LOADING AND HAULING MATERIAL:**

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

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

1. Quantity (loads and cubic yards)
2. Owner information
3. Site where mulch / reduced yard waste material generated at TDMS is disposed, to include address/GPS location.
4. AUTHORITY will determine final private or public Construction/Demolition debris disposal/recycling facility.

**9. MISCELLANEOUS REQUIREMENTS****9.1 TDMS Foreman**

- A. The TDMS foreman must be an employee of the CONTRACTOR and is responsible for management of all operations of the site to include, traffic control, dumping operations, segregation of debris, burning, grinding, and safety.
- B. The TDMS foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the AUTHORITY Director, Customer Services or designee.

**9.2 TDMS Night Foreman**

- A. The TDMS night foreman must be an employee of the CONTRACTOR and is responsible for managing all night operations approved by the AUTHORITY.
- B. The TDMS night foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the AUTHORITY Director, Customer Information Services or designee.

**9.3 TDMS Management Plan**

- A. Once the TDMS is identified by the AUTHORITY, the CONTRACTOR will provide a Site Management Plan.
- B. Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50' and address the following functions:
  1. Access to site
  2. Site preparation -clearing, erosion control, and grading
  3. Traffic control procedures



**EXHIBIT "A"**

4. Safety
5. Segregation of debris
6. Location of ash disposal area, hazardous material containment area, CONTRACTOR work area, and inspection tower
7. Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures.
8. Specific plan including and location for the final disposal destination of the mulch/wood chips generated at the public or private TDMS.

**9.4 Inspection Tower**

The CONTRACTOR shall construct an inspection tower at each TDMS within three (3) calendar days of natural disaster. The tower shall be constructed using pressure treated wood or steel scaffold. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2"x 8" joists, 16" O.C. with 3/4" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and 1/2" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Inspection towers must provide a dry area for employees and meet all FEMA and OSHA requirements.

**9.5 Grinding Operation**

The CONTRACTOR shall have grinder(s) on site and in operation within five (5) calendar days following a natural disaster. Failure to provide sufficient grinding capacity to accommodate expected incoming volumes and allow site to operate in an efficient manner within five (5) calendar days shall result in liquidated damages of \$10,000 per day. There shall be no period longer than 24 hours in which grinding activity may stop due to equipment or operational failure. Failure to provide back-up equipment within 24 hours shall result in liquidated damages of \$2,000 per hour per approved hours of grinding operation per day until grinding activity resumes.

**9.6 Household Hazardous Waste Containment Area**

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

**10. PERFORMANCE OF CONTRACTOR**

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

**EXHIBIT "A"**

- B. The Emergency Management Coordinator or designee may levy administrative charges for the following infractions:
  - 1. Failure to open pre-storm identified sites within three (3) calendar days of after being tasked by the AUTHORITY liquidated damages of \$10,000 per day for each day not opened.
  - 2. Closure of TDMS due to CONTRACTOR equipment or operational failures liquidated damages of \$25,000 per day, for each day site must remain closed.
- C. Failure to provide back-up grinder(s) within 24 hours of equipment breakdown liquidated damages of \$2,000 per hour per approved grinding hours of operation per day.
- D. CONTRACTOR may also be subject to non-payment and liquidated damages of \$200 for each occurrence of the following infractions:
  - 1. Failure to provide audit quality information by 5:00 p.m. of the following day of operation.
  - 2. Loads not properly tarped or otherwise covered.
  - 3. Mixing debris hauled from other sources with debris hauled under this Agreement.
  - 4. Mixing vegetation debris with C & D material.
- E. CONTRACTOR may be immediately terminated and not paid for the following:
  - 1. Collection of any non-eligible, non-AUTHORITY approved stumps or debris.
  - 2. Moving to another designated Collection Service Area without prior AUTHORITY approval.
  - 3. Failure to provide service in accordance with guidelines set forth by FEMA and the AUTHORITY.
  - 4. Soliciting work from private citizens or others to be performed in the designated Collection Service Area during the period of this Agreement.
  - 5. Alteration of placards placed on certified trucks and/or trailers.

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



## EXHIBIT "B"

## FEE SCHEDULE

## PROPOSAL FORM 3 – PRICE PROPOSAL

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

ITEM/DESCRIPTION	ESTIMATED QUANTITY	UNIT	PRICE PER CY	EXTENSION
1.0 Public Property and Right of Way Collection, Loading and Hauling to a designated TDMS.				
A. Vegetation	2,500,000	CY	9.90	24,750,000
B. Construction Debris / Mixed Debris	500,000	CY	9.90	4,950,000
2.0 TDMS operation to include placement of monitoring towers, portable toilets, keeping on-site and adjacent roads area clean of trash and garbage, debris acceptance, pile management, and Phase I Reclamation.	3,000,000	CY	2.35	7,050,000
3.0 Processing of debris through grinding and/or chipping.	2,500,000	CY	2.70	6,750,000
4.0 Loading, hauling and disposing wood chips to final destination. <i>(This rate includes disposal cost)</i>	1,000,000	CY	9.60	9,600,000
5.0 Volume reduction through air curtain incineration.	2,500,000	CY	2.40	
6.0 Loading and hauling of construction debris and/or mixed debris from TDMS to a permitted C&D recycling facility or any other designated Disposal Facility. <i>(This rate shall not include disposal cost). Based on miles from TDMS to final destination– 1 way.</i>				
A. 0 ≤ 20 miles	500,000	CY	4.80	
B. > 20 ≤ 50 miles	500,000	CY	6.60	
C. > 50 ≤ 100 miles	500,000	CY	8.70	
AVERAGE: (Item 6.0 A-C)			6.70	
AVERAGE: (Item 6.0 A-C) X 500,000 CY =				\$ 3,350,000
TOTAL PROPOSAL PRICE: (Items 1.0 - 4.0; 6.0)				\$ 56,450,000

**PROPOSER MUST PROVIDE PRICE FOR ALL LINE ITEMS 1 THRU 6. FAILURE TO DO SO MAY RENDER YOUR PROPOSAL TO BE DEEMED NON-RESPONSIVE.**

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

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

**EXHIBIT "B"****PROPOSAL FORM 3 – PRICE PROPOSAL****PART B – HOURLY RATES**

<b>TOMS SET-UP AND CLOSURE AND DEBRIS CLEARANCE FOR ACCESS - OPTIONAL USE BY COUNTY AND OTHER GOVERNMENTAL ENTITIES</b>			
<b>EQUIPMENT AND LABOR RATES</b>			
<b>EQUIPMENT TYPE</b>	<b>HOURLY EQUIPMENT RATE</b>	<b>HOURLY LABOR RATE</b>	<b>TOTAL HOURLY RATE</b>
Bobcat Loader	46.31	50.21	96.52
Crew Foreman w/ Cell Phone and Pickup	13.19	63.60	76.79
Dozer, Tracked, D5 or similar	54.45	50.21	104.66
Dozer, Tracked, D6 or similar	81.39	50.21	131.60
Dozer, Tracked, D7 or similar	115.88	50.21	166.09
Dozer, Tracked, D8 or similar	145.56	50.21	195.77
Dump Truck, 18 CY-20 CY	54.88	41.84	96.72
Dump Truck, 21CY-30 CY	62.92	41.84	104.76
Generator and Lighting	11.69	N/A	11.69
Grader w/ 12' Blade	85.50	50.21	135.71
Hydraulic Excavator, 1.5 CY	67.61	50.21	117.82
Hydraulic Excavator, 2.5 CY	98.13	50.21	148.34
Knuckleboom Loader	175.25	50.21	225.46
Laborer w/ Chain Saw	4.25	42.17	46.42
Laborer w/ small tools, traffic control, flag person	11.50	33.48	44.98
Lowboy Trailer w/ Tractor	85.44	41.84	127.28
Operations Manager w/ Cell Phone and Pickup	13.19	108.80	121.99
Pickup Truck, 5 Ton	13.19	N/A	13.19
Soil Compactor 81 HP+	60.19	50.21	110.40
Soil Compactor to 80 HP	53.00	50.21	103.21
Soil Compactor, Towed Unit	51.88	50.21	102.09
Truck, Flatbed	32.59	41.84	74.43
Tub Grinder, 800 to 1,000 HP	523.57	50.21	573.78
Water Truck	67.13	41.84	108.97
Wheel Loader, 2.5 CY, 950 or similar	71.45	50.21	121.66
Wheel Loader, 3.5-4.0 CY, 966 or similar	136.88	50.21	187.09
Wheel Loader, 4.5 CY, 980 or similar	149.00	50.21	190.21
Wheel Loader-Backhoe, 1.0-1.5 CY	55.13	50.21	105.34
<b>Other – Please List</b>			

*Attach additional sheet with equipment type and labor rates, if needed*

RFP No. 22-201/DL

- 40 -

January 2022



**EXHIBIT "B"****PROPOSAL FORM 3 – PRICE PROPOSAL****PART C – UNIT COST SCHEDULE**

ITEM	HAZARDOUS STUMP REMOVAL, HAULING, AND DISPOSAL	UNIT	UNIT COST
1.	24-inch diameter to 48.99-inch diameter	Stump	450.00
2.	49-inch diameter and greater	Stump	675.00
3.	Stump Fill Dirt – Fill dirt for stump holes after removal	CY	25.00
<b>HAZARDOUS HANGING LIMBS (HANGERS), AND HAULING</b> To include removal of all hanging limbs. Limbs to be cut and placed on the right of way for collection as vegetative debris.			
4.	2-inch diameter and greater	Tree	110.00
<b>HAZARDOUS TREE REMOVAL, AND HAULING</b> Trees to be flush cut at ground level and placed on the right of way for removal as vegetative debris.			
5.	6-inch diameter to 12.99-inch diameter	Tree	100.00
6.	13-inch diameter to 24.99-inch diameter	Tree	200.00
7.	25-inch diameter to 48.99-inch diameter	Tree	375.00
8.	49-inch diameter and greater	Tree	525.00

**NOTE:**

The following is information only and will NOT be considered in the evaluation of this RFP

The AUTHORITY reserves the right to use this contract to handle small quantities of debris removal and as support for our Franchise Contracts as needed. Below is a daily rate to remove debris. The AUTHORITY will pay for the disposal cost. There is no requirement to provide a rate, however if you do, we expect your company to honor this special service and respond within 48 hours at the rate below.

COLLECTION SERVICE ONLY	
EQUIPMENT	DAILY RATE (10 HRS/DAY)
Knuckleboom Loader and Operator	\$2,750.00

RFP No. 22-201/DL

- 41 -

January 2022

**ATTACHMENT "A"****SOLID WASTE AUTHORITY  
OF PALM BEACH COUNTY**

7501 North Jog Road  
 West Palm Beach, Florida 33412  
 Telephone: 561-640-4000 • Fax: 561-640-3400

**TASK ORDER  
DISASTER DEBRIS MANAGEMENT**

TO \_\_\_\_\_  
**Task Order No.**

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

**Project:** \_\_\_\_\_

**Specific Work to be performed:** \_\_\_\_\_

---



---



---



---



---

**Duration of Work (Include Start Date, End Date and Total Calendar Days):** \_\_\_\_\_

---



---



---

**Method of Payment:** \_\_\_\_\_

---



---

Estimated Cost of this Task Order: \$ \_\_\_\_\_

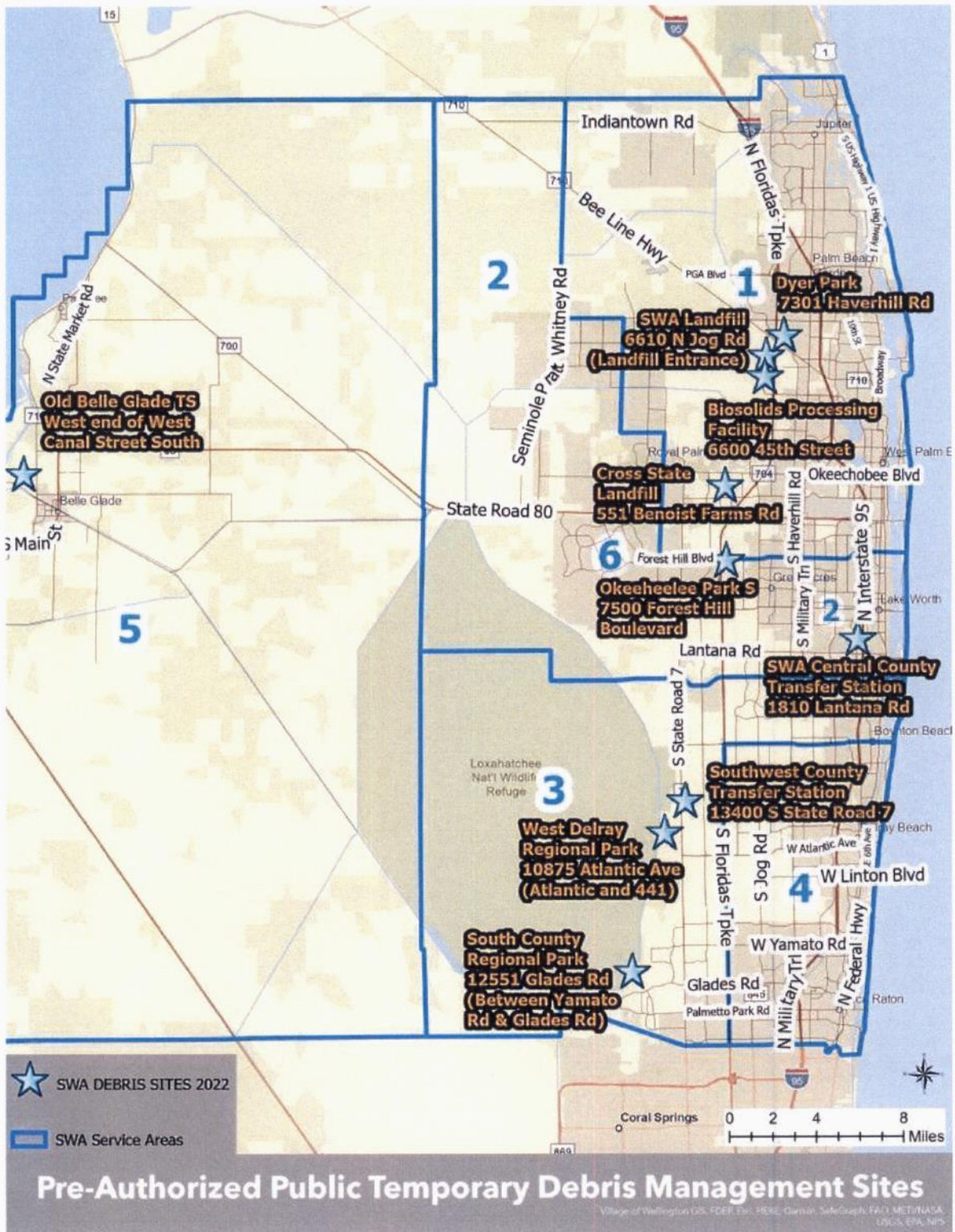
Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

AUTHORITY Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<b>SWA Use Only</b>			
SWA Requestor/Monitor:	_____	Date:	_____
SWA Dept. Director:	_____	Date:	_____
Vendor No.:	_____	Account No.:	_____
Purchasing:	_____	Budget:	_____
		Project:	_____
		Accounting:	_____



## ATTACHMENT "B"



## ATTACHMENT "C"

### PUBLIC ASSISTANCE PROGRAM AND POLICY GUIDE

The Public Assistance Program and Policy Guide, Version 4, Effective June 1, 2020 (see hyperlink below) is the most recent reference material that will provide additional information:

[https://www.fema.gov/sites/default/files/documents/fema\\_pappg-v4-updated-links\\_policy\\_6-1-2020.pdf](https://www.fema.gov/sites/default/files/documents/fema_pappg-v4-updated-links_policy_6-1-2020.pdf)

#### PROJECT MANAGEMENT

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

##### Record Keeping

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

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

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

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

The Federal Office of Management and Budget requires grant recipients to maintain financial and program records on file for three years following final payment. Records of grant recipients may be subject to the provisions of the Single Audit Act, as described on page 117 of this guide. Applicants may refer to the Applicant Handbook, FEMA 323, for additional information regarding record-keeping.



**ATTACHMENT "D"****MOBILIZATION SCHEDULE**

CONTRACTOR shall commence mobilization of equipment, operators, and laborers immediately upon receipt of a Mobilization Task Order to meet the progress pattern set below.

	<b>Category 1 &amp; 2</b>	<b>Category 3</b>	<b>Category 4</b>	<b>Category 5</b>
Within 24 hours	25%	25%	20%	15%
Within 48 hours	30%	30%	30%	25%
Within 72 hours	40%	40%	40%	40%
Within 96 hours	60%	60%	50%	50%
Within 5 days	100%	80%	60%	60%
Within 10 days		100%	80%	70%
Within 14 days			100%	80%
Within 20 days				100%

## ATTACHMENT "E"

## FHWA-1273

FHWA-1273 – Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

## ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (Included in Appalachian contracts only)

## I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

## II. NONDISCRIMINATION

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

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

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

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

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

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under



this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

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

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

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

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

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

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

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

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

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

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

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

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

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

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

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

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

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

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

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

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



will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

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

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

#### 1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs 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 29 CFR 5.5(a)(4). 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. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) 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.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

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

will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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



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

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

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

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

##### b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

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



**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.



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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\*\*\*\*\*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.



**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## ATTACHMENT "F"

### BUY AMERICA REQUIREMENTS

Source of Supply – Steel and Iron (Federal Aid Contracts Only): For Federal-aid contracts, the Contractor will only use steel and iron produced in the United States, in accordance with the buy America provisions of 23 CFR 635.410. Contractor will ensure that all manufacturing processes for these materials occur in the United States. A manufacturing process is any process that modifies the chemical content, physical shape, size or final finish of a product, beginning with the initial melding 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.



## ATTACHMENT "G"

### PERFORMANCE AND PAYMENT BOND

BY THIS BOND, WE, \_\_\_\_\_, Inc., as Principal and \_\_\_\_\_ a Corporation, as Surety, are bound to the Solid Waste Authority of Palm Beach County, hereinafter referred to as "Authority", in the sum of \_\_\_\_\_ Dollars (up to \$10,000,000), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

**THE CONDITION OF THIS BOND is that if Principal:**

1. Performs the Agreement dated \_\_\_\_\_, 20\_\_\_\_ between Principal and Authority for Proposal of Hurricane/Disaster Debris Removal, Reduction and Disposal, **Agreement No. 22-201**, the Agreement being made a part of this bond by reference, in the time and in the manner prescribed in the Agreement, and;
2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials and supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement, and;
3. Pays Authority all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Authority sustains because of a default by Principal under the Agreement, and;
4. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement, and;
5. At completion of all work covered by Agreement and Final Payment by Authority to Principal then Principal will replace this Performance and Payment Bond with a Proposal Bond, in the amount of 5% of this Performance and Payment Bond, to be held by the Authority as a guarantee that Principal will provide to the Authority a Performance and Payment Bond in the amount of up to \$10,000,000 on the occasion of a subsequent Task Order in accordance with the above referenced Agreement;

then this bond is void; otherwise it remains in full force.

Surety shall be responsible for any and all liquidated damages imposed by the Authority for the referenced Agreement.

Any changes in or under the Agreement Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes does not affect Surety's obligation under this bond. Any increase in the total Agreement amount as authorized by the Authority shall accordingly increase the Surety's obligation by the same dollar amount of said increase. CONTRACTOR shall be responsible for notification to Surety of all such changes.

See subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PRINCIPAL:** \_\_\_\_\_

By: \_\_\_\_\_  
*Signature*

WITNESS:

1. \_\_\_\_\_
2. \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**SURETY:** \_\_\_\_\_

By: \_\_\_\_\_  
*Signature*

WITNESS:

1. \_\_\_\_\_
2. \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**NOTE:**

Date of Bond must not be prior to date of Agreement. If CONTRACTOR is a Partnership, all partners must execute bond.

**IMPORTANT:**

Surety companies executing bonds **must** appear and remain on the Treasury Department's most current list (Circular 570 as amended) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida, and be pre-approved by the Authority.



DATE SUBMITTED 5-7-22

PERMIT NO. \_\_\_\_\_

**Town of Palm Beach Shores**  
**APPLICATION FOR**  
**SPECIAL EVENTS PERMIT**  
(Section 18-27 of Town Code)

**PAID**  
5/18/22

Type of event: Fishing Tournament Location: Seafish Marina Resort

Sponsor: Big Dog Farm Cent Telephone: 561-842-8449

Property owner's consent and acknowledgement of responsibility:

Signature: 

Date and Time June 23-25 Time it ends: 10:00pm

Number of participants: 300

Proof of insurance attached? Yes ☒ No ☒

Copy of all required state and county permits if event will be held on or utilize state and/or county-controlled property.

Please indicate any traffic, fire-rescue, utilities impact, and/or mitigation plan:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Permit fee \$50 ☒ (Untimely application \$150 ☐ ) Receipt # \_\_\_\_\_

APPROVED:

Fire Department: \_\_\_\_\_ Police Department: \_\_\_\_\_

Number of off-duty officers required: \_\_\_\_\_

Date of Commission Review: 5-18-22 Approved: \_\_\_\_\_

**TOWN OF PALM BEACH SHORES**  
**MONTHLY FINANCIAL REPORT**

	CASH & INVESTMENTS		R E V E N U E			
			BUDGET	CURRENT	YEAR TO DATE	% OF BUDGET
9/30/2021	\$ 3,813,877		\$ 5,568,602	\$ 504,222	\$ 6,011,990	108%
10/31/2021	\$ 3,118,733		\$ 5,462,261	\$ 40,281	\$ 40,281	1%
11/30/2021	\$ 3,592,251		\$ 5,609,398	\$ 835,222	\$ 875,503	16%
12/31/2021	\$ 6,033,755		\$ 5,609,398	\$ 2,845,301	\$ 3,720,804	66%
1/31/2022	\$ 5,911,353		\$ 5,609,398	\$ 252,557	\$ 3,973,360	71%
2/28/2022	\$ 5,884,797		\$ 5,609,398	\$ 288,402	\$ 4,261,762	76%
3/31/2022	\$ 5,820,230		\$ 5,609,398	\$ 377,307	\$ 4,639,070	83%
<b>4/30/2022</b>	<b>\$ 5,299,293</b>		<b>\$ 6,128,237</b>	<b>\$ 318,131</b>	<b>\$ 4,957,200</b>	<b>81%</b>
4/30/2021	\$ 4,247,522		\$ 5,517,240	\$ 336,516	\$ 4,710,726	85%
5/31/2022						
6/30/2022						
7/31/2022						
8/31/2022						
9/30/2022						

	E X P E N D I T U R E S					
	BUDGET	DISBURSEMENTS	ACCRUALS	CURRENT EXP	YEAR TO DATE	% OF BUDGET
9/30/2021	\$ 5,568,602	\$ 215,098	\$ 150,667	\$ 365,766	\$ 5,288,460	95%
10/31/2021	\$ 5,462,261	\$ 808,352	\$ (164,056)	\$ 644,296	\$ 644,296	12%
11/30/2021	\$ 5,609,398	\$ 368,546	\$ (42,378)	\$ 326,168	\$ 970,464	17%
12/31/2021	\$ 5,609,398	\$ 380,179	\$ 47,452	\$ 427,631	\$ 1,398,095	25%
1/31/2022	\$ 5,609,398	\$ 377,709	\$ 17,590	\$ 395,298	\$ 1,793,394	32%
2/28/2022	\$ 5,609,398	\$ 536,195	\$ (192,897)	\$ 343,298	\$ 2,136,692	38%
3/31/2022	\$ 5,609,398	\$ 319,981	\$ 234,325	\$ 554,306	\$ 2,690,998	48%
<b>4/30/2022</b>	<b>\$ 6,128,237</b>	<b>\$ 536,195</b>	<b>\$ 99,928</b>	<b>\$ 636,123</b>	<b>\$ 3,327,121</b>	<b>54%</b>
4/30/2021	\$ 5,517,240	\$ 594,596	\$ 8,198	\$ 602,794	\$ 3,338,697	61%
5/31/2022						
6/30/2022						
7/31/2022						
8/31/2022						
9/30/2022						

*Budget Amendment #1 was approved at the October 2021 Commission meeting.*  
*Budget Amendment #2 was approved at the March 2022 Commission meeting.*



**Town of Palm Beach Shores**  
**Budget Summary Report**  
**April 2022**

			<i>Apr Benchmark</i>	<i>58.3%</i>
	<b>BUDGET</b>	<b>YTD</b>	<b>Favorable(Unfav)</b>	<b>%</b>
<b>REVENUE</b>				
Revenue (without appr'd F/B)	\$ 5,803,200.00	\$ 4,957,200.23	\$ (845,999.77)	85.4%
Appropriated Fund Balance	218,721.00	-	(218,721.00)	0.0%
Capital Lease Proceeds	106,316.00	-	(106,316.00)	0.0%
<b>TOTAL REVENUE</b>	<b>\$ 6,128,237.00</b>	<b>\$ 4,957,200.23</b>	<b>\$ (1,171,036.77)</b>	<b>80.9%</b>

<b>EXPENDITURES BY DEPARTMENT</b>			% of total		% of total		
Administration	\$ 484,562.00	8%	\$ 255,753.50	8%	\$ 228,808.50	52.8%	
Legal	121,000.00	2%	53,267.40	2%	67,732.60	44.0%	
Public Works	358,162.00	6%	221,439.42	7%	136,722.58	<b>61.8%</b>	
Police	1,680,027.00	27%	1,114,142.95	33%	565,884.05	<b>66.3%</b>	
Fire	709,718.00	12%	361,680.34	11%	348,037.66	51.0%	
Building	279,962.00	5%	153,228.21	5%	126,733.79	54.7%	
Emergency Disaster	-	0%	-	0%	-	0.0%	
Solid Waste	209,250.00	3%	113,612.94	3%	95,637.06	54.3%	
Legislative	18,562.00	0%	7,693.11	0%	10,868.89	41.4%	
Streets/Storm Sewers	29,025.00	0%	14,519.87	0%	14,505.13	50.0%	
Parks	217,024.00	4%	84,541.12	3%	132,482.88	39.0%	
Beach	114,193.00	2%	50,163.82	2%	64,029.18	43.9%	
Lift Stations/Sewer Service	42,975.00	1%	5,384.86	0%	37,590.14	12.5%	
Contingencies	42,675.00	1%	-	0%	42,675.00	0.0%	
Debt Service	495,855.00	8%	495,854.58	15%	0.42	<b>100.0%</b>	
Emergency Medical Services	351,851.00	6%	204,171.05	6%	147,679.95	58.0%	
Community Center	69,075.00	1%	56,524.56	2%	12,550.44	<b>81.8%</b>	
Risk Management	110,231.00	2%	90,802.86	3%	19,428.14	<b>82.4%</b>	
Capital	794,090.00	13%	44,234.61	1%	749,855.39	5.6%	
<b>TOTAL EXPENDITURES</b>	<b>\$ 6,128,237.00</b>		<b>\$ 3,327,015.20</b>		<b>\$ 2,801,221.80</b>	<b>54.3%</b>	

<b>CHANGE IN FUND BALANCE</b>	<b>-</b>	<b>1,630,185.03</b>	<b>1,630,185.03</b>
-------------------------------	----------	---------------------	---------------------

Explanation of Variances:

*Public Works - this is timing. This period includes purchase of material to coat Town Hall float roof; chainsaw parts in anticipation of hurricane season; and air rifle for iguana extermination.*

*Police - this is timing, PBSO is paid monthly in advance.*

*Debt Service - both payments made 10/1/21 and 4/1/22.*

*Community Center - new electrical service for the new fans, more a/c repairs, BBQ parts*

*Risk Management - We have paid 3 of 4 quarterly installments on the main policy. The other policies are paid.*

**Town of Palm Beach Shores**  
**Disbursements - April 2022**

Check #	Type	Date	Vendor Name	Amount
3616	C	4/7/2022	114 Albatross Supply	\$ 1,086.19
3617	C	4/7/2022	556 Armchem International	\$ 950.70
3618	C	4/7/2022	823 AT&T Mobility	\$ 34.99
3619	C	4/7/2022	823 AT&T Mobility	\$ 34.99
3620	C	4/7/2022	52 Comcast	\$ 42.45
3621	C	4/7/2022	107 Davis & Associates, P.A.	\$ 12,870.00
3622	C	4/7/2022	708 Dilo Fire Alarms Inc	\$ 294.51
3623	C	4/7/2022	863 Diversified Building Department Management	\$ 8,785.00
3624	C	4/7/2022	746 Essential Net Solutions	\$ 1,434.99
3625	C	4/7/2022	89 Home Depot Credit Svcs	\$ 299.00
3626	C	4/7/2022	90 Hulett Environmental Services	\$ 164.00
3627	C	4/7/2022	90 Hulett Environmental Services	\$ 113.00
3628	C	4/7/2022	659 Image Janitorial Services, Inc.	\$ 2,050.00
3629	C	4/7/2022	941 Jude M. Goudreau	\$ 43.92
3630	C	4/7/2022	679 Keehn Emergency Medical Services, Inc	\$ 1,500.00
3631	C	4/7/2022	457 Lightning Electric	\$ 2,050.00
3632	C	4/7/2022	419 Optivor Technologies	\$ 572.89
3633	C	4/7/2022	476 Performance Napa LLC	\$ 253.83
3634	C	4/7/2022	365 Sherwin-Williams	\$ 489.69
3635	C	4/7/2022	484 Shred-It, c/o Stericycle, Inc.	\$ 111.25
3636	C	4/7/2022	100 Toshiba Business Solutions	\$ 199.85
3637	C	4/7/2022	101 Verizon Wireless	\$ 61.00
3638	C	4/7/2022	104 Waste Management	\$ 11,825.64
3639	C	4/7/2022	269 Wright National Flood Insurance Co.	\$ 10,206.00
3640	C	4/14/2022	861 BrightView Landscape Services, Inc.	\$ 7,277.08
3641	C	4/14/2022	491 Dilo Fire Sprinkler, Inc.	\$ 385.00
3642	C	4/14/2022	80 FL Public Utilities	\$ 154.65
3643	C	4/14/2022	116 GateHouse West Palm Beach - Adv	\$ 357.76
3644	C	4/14/2022	90 Hulett Environmental Services	\$ 164.00
3645	C	4/14/2022	659 Image Janitorial Services, Inc.	\$ 4,100.00
3646	C	4/14/2022	679 Keehn Emergency Medical Services, Inc	\$ 1,500.00
3647	C	4/14/2022	917 Lancier Castro	\$ 20.19
3648	C	4/14/2022	405 Nelson Lopez	\$ 853.20
3649	C	4/14/2022	806 Minuteman Press of North Palm Beach	\$ 190.00
3650	C	4/14/2022	14 Nowlen, Holt & Miner, P.A.	\$ 9,845.00
3651	C	4/14/2022	858 Palm Beach County Sheriff's Office	\$ 137,364.83
3652	C	4/14/2022	974 Phil Ripley	\$ 2,650.00
3653	C	4/14/2022	204 Pinch-a-Penny Pool	\$ 554.37
3654	C	4/14/2022	30 Poly Systems Company	\$ 2,750.00
3655	C	4/14/2022	896 Primestar Digital Network	\$ 250.00
3656	C	4/14/2022	625 Revize LLC	\$ 1,900.00
3657	C	4/14/2022	365 Sherwin-Williams	\$ 4,623.89
3658	C	4/14/2022	100 Toshiba Business Solutions	\$ 367.39
3659	C	4/14/2022	964 Trittech Software Systems	\$ 150.00
3660	C	4/14/2022	131 WEX BANK	\$ 87.02
3661	C	4/14/2022	131 WEX BANK	\$ 588.43
3662	C	4/14/2022	110 Xpert elevator Services, Inc.	\$ 417.72
3663	C	4/22/2022	324 AC Enforcement, Inc.	\$ 3,533.88



Town of Palm Beach Shores  
Disbursements - April 2022

Check #	Type	Date	Vendor Name	Amount
3664	C	4/22/2022	859 Carpenter Electric, Inc.	\$ 4,354.00
3665	C	4/22/2022	32 City of Riviera Beach	\$ 2,774.97
3666	C	4/22/2022	928 End of the Line, Inc.	\$ 106.25
3667	C	4/22/2022	240 Everglades Equipment Group	\$ 3,401.13
3668	C	4/22/2022	606 Florida Municipal Insurance Trust	\$ 670.66
3669	C	4/22/2022	71 FL Power & Light	\$ 2,825.10
3670	C	4/22/2022	935 Jonathan Figueroa	\$ 168.00
3671	C	4/22/2022	95 Lowes	\$ 125.02
3672	C	4/22/2022	879 Orlando Rodriguez	\$ 300.00
3673	C	4/22/2022	476 Performance Napa LLC	\$ 377.16
3674	C	4/22/2022	911 AT&T	\$ 319.10
3675	C	4/22/2022	516 Schmidt Nichols	\$ 3,277.50
3676	C	4/22/2022	494 Signs by Tomorrow	\$ 450.00
3677	C	4/22/2022	375 Simmons & White, Inc.	\$ 4,887.61
3678	C	4/28/2022	29 Alphagraphics of the Palm Beaches	\$ 187.79
3679	C	4/28/2022	32 City of Riviera Beach	\$ 177,215.88
3680	C	4/28/2022	130 Manno's Public Safety Supply	\$ 691.91
3681	C	4/28/2022	911 AT&T	\$ 864.03
3682	C	4/28/2022	881 South Central Planning & Development Commission	\$ 260.42
3683	C	4/28/2022	592 Trevor Steedman	\$ 162.92
3684	C	4/28/2022	978 Truist Bank	\$ 4,187.37
3686	C	4/28/2022	104 Waste Management	\$ 3,074.81
ADP, LLC	E	4/22/2022	697 ADP, LLC	\$ 224.60
ADP Taxes	E	4/8/2022	ADP Taxes	\$ 7,935.60
ADP Taxes	E	4/22/2022	ADP Taxes	\$ 7,962.28
ADP Wages	E	4/8/2022	ADP Wages	\$ 24,923.74
ADP Wages	E	4/22/2022	ADP Wages	\$ 24,942.67
Blue Cross Blue Shield	E	4/28/2022	127 Blue Cross Blue Shield of Florida, Inc.	\$ 13,297.17
FRS	E	4/6/2022	172 FRS	\$ 11,669.07
				<b>\$ 537,195.06</b>

<b>General Fund</b>	<b>\$ 536,195.06</b>
<b>Underground Utilities Fund</b>	<b>\$ 1,000.00</b>
<b>Total</b>	<b>\$ 537,195.06</b>

**Town of Palm Beach Shores****Utility Tax*****10% Effective 4/1/17***

	<b>Electric</b>	<b>Water</b>	<b>Gas</b>	<b>Total</b>
	<i>FPL</i>	<i>Riviera Beach</i>	<i>FPU</i>	
Oct-21	21,602.65	7,545.45	1,517.83	30,665.93
Nov-21	19,389.47	6,183.52	1,790.78	27,363.77
Dec-21	14,518.67	5,127.67	1,565.34	21,211.68
Jan-22	20,655.93	8,910.37	1,851.53	31,417.83
Feb-22	15,889.94	6,396.56	5,940.52	28,227.02
Mar-22	17,455.66			17,455.66
Apr-22				-
May-22				-
Jun-22				-
Jul-22				-
Aug-22				-
Sep-22				-
YTD Total	109,512.32	34,163.57	12,666.00	156,341.89



**Town of Palm Beach Shores**  
**Discretionary Sales Tax PBC**

Accumulated (unspent) Discretionary Sales Tax as of 9/30/17	\$ 49,955.01
Accumulated (unspent) Discretionary Sales Tax as of 9/30/18	\$ 119,434.60
Accumulated (unspent) Discretionary Sales Tax as of 9/30/19	\$ 207,613.87
Accumulated (unspent) Discretionary Sales Tax as of 9/30/20	\$ 291,486.47
Accumulated (unspent) Discretionary Sales Tax as of 9/30/21	\$ 387,432.10

Current Year Receipts:

Date of Receipt	Period	
11/29/2021	October 2021	\$ 7,419.45
12/27/2021	November 2021	\$ 7,715.47
1/27/2022	December 2021	\$ 8,353.45
2/18/2022	2021 Q4 adjustment	\$ 4,579.19
2/28/2022	January 2022	\$ 10,259.20
3/28/2022	February 2022	\$ 8,235.02
4/27/2022	March 2022	\$ 8,675.62
Total current year receipts		\$ 55,237.40

Current Year Expenditures:

\$ -

<b>Accumulated (unspent) Discretionary Sales Tax as of 4/30/22</b>	<b>\$ 442,669.50</b>
--	----------------------

**Town of Palm Beach Shores**  
**Building Department**

	Building Permits	Building Department	Net Building	Cumulative Net Bldg
10/31/2021	\$ 10,845	\$ 20,820	\$ (9,975)	\$ (9,975)
11/30/2021	\$ 20,757	\$ 9,456	\$ 11,300	\$ 1,326
12/31/2021	\$ 41,051	\$ 24,855	\$ 16,196	\$ 17,521
1/31/2022	\$ 17,800	\$ 22,185	\$ (4,385)	\$ 13,136
2/28/2022	\$ 12,963	\$ 17,686	\$ (4,723)	\$ 8,413
3/31/2022	\$ 162,041	\$ 33,602	\$ 128,438	\$ 136,852
4/30/2022	\$ 19,972	\$ 24,624	\$ (4,651)	\$ 132,200
5/31/2022			\$ -	\$ 132,200
6/30/2022			\$ -	\$ 132,200
7/31/2022			\$ -	\$ 132,200
8/31/2022			\$ -	\$ 132,200
9/30/2022			\$ -	\$ 132,200
	\$ 285,429	\$ 153,228	\$ 132,200	

Other related revenues:

Bldg Permit State Surcharge	\$ 9,781
Fire Inspection Fees	\$ -
Reinspection Fees	\$ -
Code Enf Admin Cost Reimb	\$ -
Site Plan / Variance Fees	\$ 3,150
Land Development Costs	\$ 38,612
Town Code & Ordinance Fines	\$ -

Net Building	\$ 183,743
--------------	------------

In March, the permit fees were collected for 150, 200, and 206 Inlet.



**Town of Palm Beach Shores**  
**Underground Utilities**  
**as of 4/30/22**

	<b>COST ESTIMATE</b>	<b>TOTAL as of 4/30/22</b>	<b>Remaining Costs</b>	<b>P R O J E C T E D</b>	
				<b>Cost</b>	<b>Variance</b>
<b>Other Financing Sources:</b>					
Loan Proceeds	\$ 6,000,000	\$ 6,000,000.00	\$ -	\$ 6,000,000.00	\$ -
<b>Expenditures:</b>					
Survey	\$ 38,000	\$ 65,762.50	\$ -	\$ 65,762.50	\$ (27,762.50)
Legal	\$ 4,000	\$ 3,150.00	\$ -	\$ 3,150.00	\$ 850.00
Project Mgmt/Admin	\$ 80,000	\$ 93,322.09	\$ (3,322.09)	\$ 90,000.00	\$ (10,000.00)
Construction - Viking	\$ 4,336,460	\$ 4,339,910.00	\$ (3,450.00)	\$ 4,336,460.00	\$ -
Construction - Comcast	\$ 250,000	\$ 528,340.73	\$ -	\$ 528,340.73	\$ (278,340.73)
Construction - AT&T	\$ 450,000	\$ 275,000.00	\$ 450,000.00	\$ 725,000.00	\$ (275,000.00)
Construction - FPL	\$ 254,386	\$ 254,386.00	\$ -	\$ 254,386.00	\$ -
Landscape Restoration	\$ 16,300	\$ 9,584.51	\$ 6,715.49	\$ 16,300.00	\$ -
Loan Acquisition	\$ 23,000	\$ 22,508.00	\$ -	\$ 22,508.00	\$ 492.00
Contingency	\$ 547,854	\$ -	\$ -	\$ -	\$ 547,854.00
<b>Total expenditures</b>	<b>\$ 6,000,000</b>	<b>\$ 5,591,963.83</b>	<b>\$ 449,943.40</b>	<b>\$ 6,041,907.23</b>	<b>\$ (41,907.23)</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ 408,036.17</b>	<b>\$ (449,943.40)</b>	<b>\$ (41,907.23)</b>	<b>\$ (41,907.23)</b>

Viking is complete and paid in full. Additional costs of \$3,450 were for repairs to sewer lines damaged when conduit was installed.

AT&T Phase 1 is complete and paid in full.

We expect to have similar remedial drilling on Phase 2 for AT&T (similar to Comcast) which are included.

**Town of Palm Beach Shores  
Dredging Project  
as of 4/30/2022**

Cash	\$	-
<hr/>		
<u>Revenue:</u>		
Donations	\$	15,000
<u>Expenditures:</u>		
Professional Services	\$	15,000
Revenue over expenditures	\$	-
<hr/>		



# **PALM BEACH COUNTY SHERIFF'S OFFICE**

RIC L. BRADSHAW, SHERIFF



May 2022 Commission report with stats from April 2022

## **Arrests/Detentions**

One arrest occurred at the Marriott resort for Domestic battery.

Deputies responded to two different locations in town regarding mental health assistance. Both persons were detained under the Baker act and brought to the appropriate facility for care.

## **Miscellaneous**

Deputies are finishing up the agencies transition to the new 9MM firearms, fitted with laser sighting and flashlights. This is a 2-day class and includes night time instruction.

We are close to having all our deputies trained in Crisis intervention techniques, this is a week-long class.

I attended the first quarterly citizen advisory board along with the Palm Beach Shores representative to the board, Mrs. Elizabeth Keykenmystir. It was a good round table discussion including other civilian members along with the commanders of all districts in the North region bureau. It is led by Colonel Araujo.

I believe all enjoyed the annual Mayors Youth council Easter egg hunt, it was very well attended and received 800.00 Dollars in donations at the BBQ portion of the event. All five PBSO therapy dogs were on hand to interact with all.

As mentioned last month, the PBSO members we had on hand for the event along with all the Therapy dogs responded to the Sailfish marina to assist with the tragic boating crash.

The annual State attorneys walk showcasing Victims' rights week also went smoothly. The Mayor, State Attorney David Aronberg were in attendance along with victims of crimes and members of the State Attorneys staff. Our deputies were augmented by District 3 crime prevention team to provide security for all involved.

Attached are the statistics for the month of April 2022

Sergeant Steven Langevin  
Commander District 20/Town of Palm Beach Shores



## April - 2022 - Monthly Strategic Report

CAD Calls	Monthly Totals
Business / Residence Checks (Self-Initiated)	3249
Traffic Stops (Self-Initiated)	35
Calls for Service (Excluding 1050's & 1061's)	238
<b>All CAD Calls - Total</b>	<b>3522</b>

Data Source: CADS/Premier 1

\*Omit Miscellaneous Calls

Note: P1 is a dynamic system. Meaning that #'s can change from what was previously reported in the event there is a location or call type re-classification/modification.

**Summary:** During the month, there were 3522 generated calls within the district. 93% of these calls were self-initiated.

### Data below represents Traffic Activity conducted by D20 Deputies

Data Source: D20 Office Staff

Total Citations	Total Warnings	Parking Citations
4	32	6

## Arrest and NTA Statistics

<b>Arrest Data</b>
<b>Arrests &amp; Notice to Appear (NTA) within District 20</b>
<b>Total Count - 1</b>

Data Source: CADS/Premier 1

RPT #	SIGNAL	NEIGHBORHOOD	COMMONPLACE	LOCATION
22059156	31D	MARRIOTT OCEAN POINTE	MARRIOTT OCEAN POINTE - WELCOME CENTER	71 OCEAN AVE

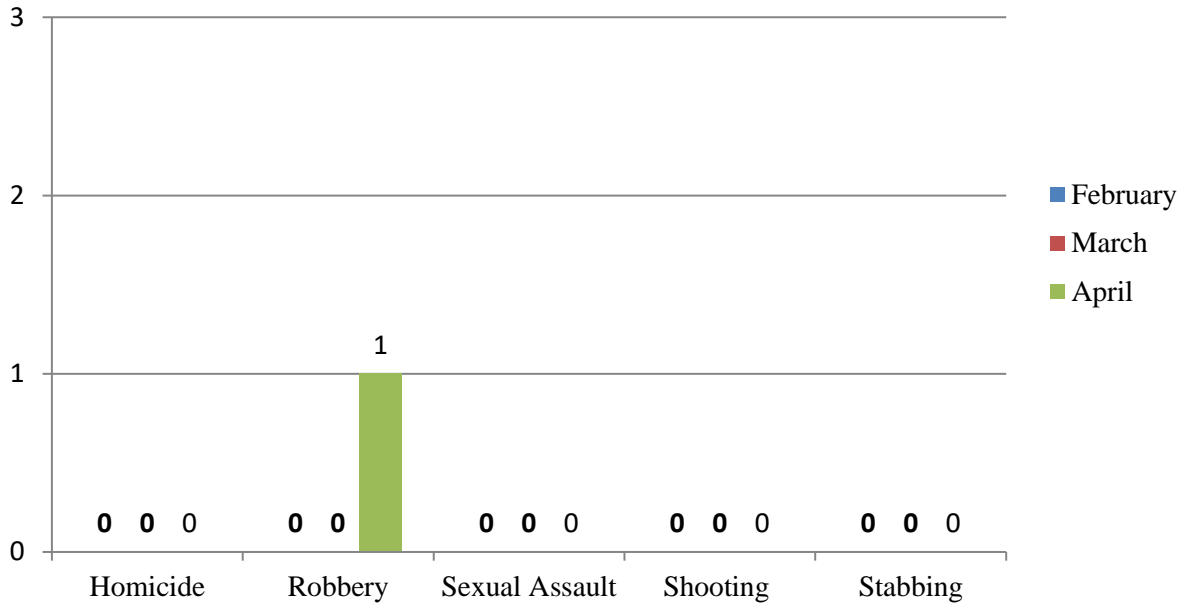
## DATA ANALYSIS

The data included in this report is charted and graphed to illustrate and compare changes over a specific time period. These charts and graphs are utilized to assist in determining crime trends and to measure enforcement efforts. This data is utilized in conjunction with other analysis to develop directed patrol and various enforcement activities. The analysis included on these pages is presented as a brief highlight to explain the salient points of this report.



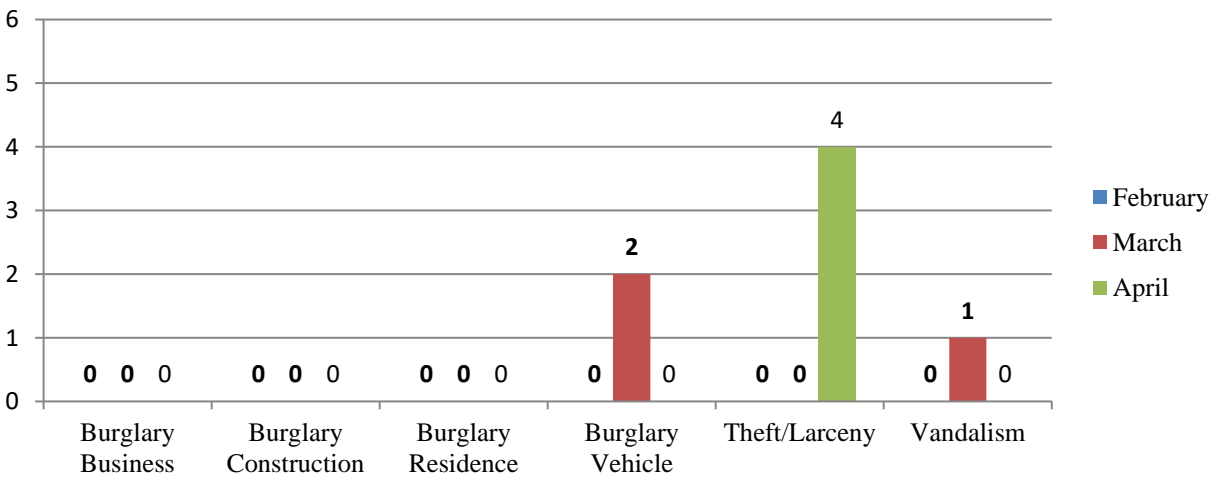
### D20 Monthly Stats Homicide, Robbery, Sexual Assault, Shooting, Stabbing

Data Source: CADS/P1



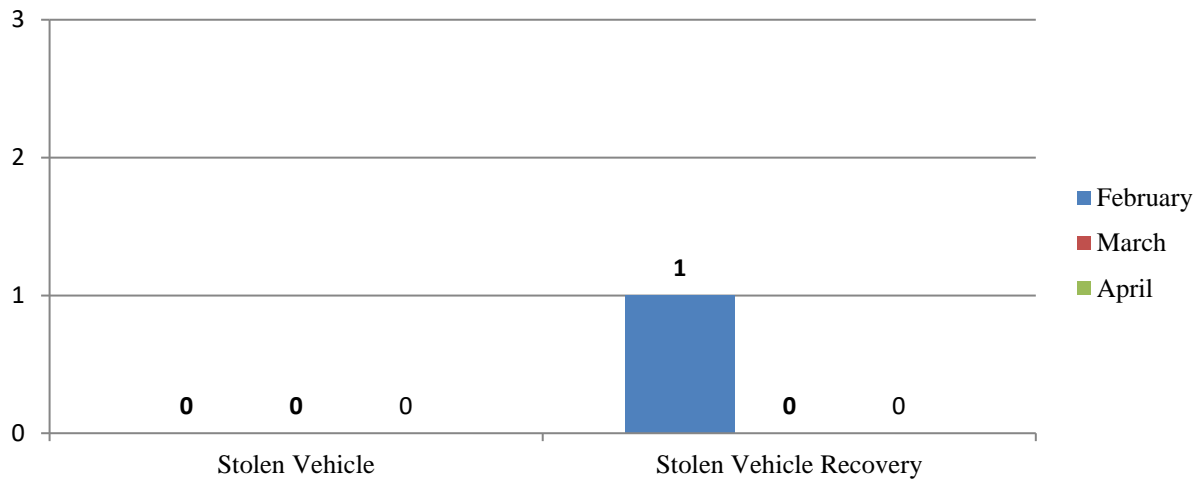
### D20 Monthly Stats Burglaries, Theft & Vandalism

Data Source: CADS/P1



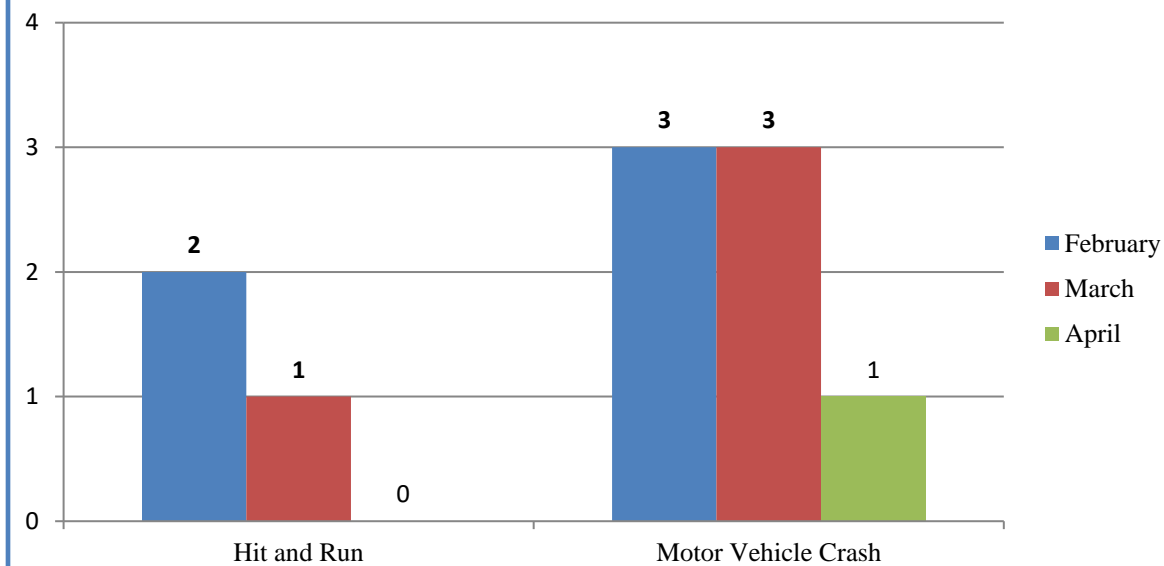
### D20 Monthly Stats Stolen Vehicles & Stolen Vehicle Recoveries

Data Source: CADS/P1



### D20 Monthly Stats Hit and Run & Motor Vehicle Crash

Data Source: CADS/P1



## District 20 Map of Activity

Data: Source: CrimeView Dashboard





## FIR MAP

6 Records Plotted in CrimeView Dashboard.



**(7) Conducted per the FIR Track system.**

Note: This # could change due to FIR's being inputted into system after search was conducted.

Incident	Type	Incident Type Description	Date	Beat	Location	Source	Unit	Officer	Priority	Report
202200367489	31D	31D - Assault Domestic Related	04/20/2022 20:28:23	20-11	Marriott Ocean Pointe - Welcome Center (71 Ocean Ave), Apt: 1101	Ani/Ali	20B12	28990	1	22059156

1 Record(s)



## Palm Beach County Sheriff's Office

### Incident Search

Total Incidents Listed

1



Incident	Type	Incident Type Description	Date	Beat	Location	Source	Unit	Officer	Priority	Report
202200353396	20	20 - Mentally Disturbed Person	04/16/2022 06:21:45	20-11	Sailfish Marina - Restaurant (98 Lake Dr)	Phone	20A12	6497	3	22057546
202200303081	20	20 - Mentally Disturbed Person	04/01/2022 14:47:55	20-11	Tahiti On The Inlet (125 Inlet Way), Apt:	Ani/Ali	10A99	38872	1	22052341

2 Record(s)



**Palm Beach County Sheriff's Office**  
**Incident Search**

Total Incidents Listed

2



Palm Beach County Sheriff's Office  
Incident Search

Incident	Type	Incident Type Description	Date	Beat	Location	Source	Unit	Officer	Priority	Report
202200381776	1050	1050 - Vehicle Stop	04/25/2022 11:57:20	20-11	Lake Dr / Blossom Ln	Self Initiate	20A11	36151	2	
202200381683	1050	1050 - Vehicle Stop	04/25/2022 11:26:38	20-11	Lake Dr / Cascade Ln	Self Initiate	20A12	6497	2	
202200356126	1050	1050 - Vehicle Stop	04/17/2022 09:14:34	20-11	Marriott Ocean Pointe - Kingfish (31 Ocean Ave)	Self Initiate	20A11	36151	2	
202200354349	1050	1050 - Vehicle Stop	04/16/2022 15:59:02	20-11	Sailfish Marina - Restaurant (98 Lake Dr)	Self Initiate	20A12	6497	2	
202200346474	1050	1050 - Vehicle Stop	04/14/2022 09:31:06	20-11	Lake Dr / Cascade Ln	Self Initiate	20A11	8756	2	
202200343180	1050	1050 - Vehicle Stop	04/13/2022 11:53:17	20-11	Bravado Ln / Lake Dr	Self Initiate	20A11	8756	2	
202200343084	1050	1050 - Vehicle Stop	04/13/2022 11:27:30	20-11	Linda Ln / Lake Dr	Self Initiate	20A11	8756	2	
202200342746	1050	1050 - Vehicle Stop	04/13/2022 10:02:30	20-11	340 Bamboo Rd	Self Initiate	20A11	8756	2	
202200342666	1050	1050 - Vehicle Stop	04/13/2022 09:47:12	20-11	Lake Dr / Bamboo Rd	Self Initiate	20A11	8756	2	
202200342549	1050	1050 - Vehicle Stop	04/13/2022 09:22:20	20-11	Edwards Ln / Lake Dr	Self Initiate	20A11	8756	2	
202200342501	1050	1050 - Vehicle Stop	04/13/2022 09:08:27	20-11	Lake Dr / Bamboo Rd	Self Initiate	20A11	8756	2	
202200342467	1050	1050 - Vehicle Stop	04/13/2022 08:57:02	20-11	Lake Dr / Bamboo Rd	Self Initiate	20A11	8756	2	
202200342406	1050	1050 - Vehicle Stop	04/13/2022 08:41:02	20-11	Ocean Ave / Inlet Way	Self Initiate	20A13	28985	2	
202200338937	1050	1050 - Vehicle Stop	04/12/2022 10:21:54	20-11	Sandal Ln / Lake Dr	Self Initiate	20A12	6497	2	
202200338315	1050	1050 - Vehicle Stop	04/12/2022 07:50:47	20-11	Lake Dr / Cascade Ln	Self Initiate	20A12	6497	2	
202200309073	1050	1050 - Vehicle Stop	04/03/2022 14:28:45	20-11	Lake Dr / Cascade Ln	Self Initiate	20A12	6497	2	

16 Record(s)





## Palm Beach County Sheriff's Office

### Incident Search

Total Incidents Listed

16

Incident	Type	Incident Type Description	Date	Beat	Location	Source	Unit	Officer	Priority	Report
202200384957	1050	1050 - Vehicle Stop	04/26/2022 11:17:56	20-11	Lake Dr / Edwards Ln	Self Initiate	20A11	36151	2	
202200384901	1050	1050 - Vehicle Stop	04/26/2022 10:58:41	20-11	300 Blossom Ln	Self Initiate	20A11	36151	2	
202200381339	1050	1050 - Vehicle Stop	04/25/2022 09:43:38	20-11	Lake Dr / Cascade Ln	Self Initiate	20A12	6497	2	
202200377507	1050	1050 - Vehicle Stop	04/23/2022 23:08:36	20-11	Lake Dr / Edwards Ln	Self Initiate	20B11	36146	2	
202200377144	1050	1050 - Vehicle Stop	04/23/2022 20:30:57	20-11	Ocean Ave / Bamboo Rd	Self Initiate	20B12	24636	2	
202200369494	1050	1050 - Vehicle Stop	04/21/2022 11:15:32	20-11	Lake Dr / Tacoma Ln	Self Initiate	20A12	6497	2	
202200355684	1050	1050 - Vehicle Stop	04/17/2022 02:06:38	20-11	Dist20 (247 Edwards Ln)	Phone	20B11	36146	2	
202200352803	1050	1050 - Vehicle Stop	04/16/2022 00:34:24	20-11	Tacoma Ln / Ocean Ave	Self Initiate	20B11	36146	2	
202200351984	1050	1050 - Vehicle Stop	04/15/2022 19:50:10	20-11	Blossom Ln / Lake Dr	Self Initiate	20B11	36146	2	
202200351887	99T	99T - Problem Solving Traffic	04/15/2022 19:20:01	20-11	Approx Loc: 220 Lake Dr	Mdt	20B12	24636	4	
202200341375	1050	1050 - Vehicle Stop	04/13/2022 00:29:23	20-11	Approx Loc: 142 Lake Dr	Mdt	20B12	28990	2	
202200338550	1050	1050 - Vehicle Stop	04/12/2022 08:50:35	20-11	Edwards Ln / Ocean Ave	Self Initiate	20A11	36151	2	
202200338315	1050	1050 - Vehicle Stop	04/12/2022 07:50:47	20-11	Lake Dr / Cascade Ln	Self Initiate	20A12	6497	2	
202200331102	1050	1050 - Vehicle Stop	04/09/2022 23:59:47	20-11	Approx Loc: 102 Tacoma Ln	Mdt	20B12	28990	2	
202200330949	1050	1050 - Vehicle Stop	04/09/2022 22:49:18	20-11	Approx Loc: 202 Sandal Ln	Mdt	20B12	28990	2	
202200310106	1050	1050 - Vehicle Stop	04/03/2022 22:31:34	20-11	Approx Loc: 77 Lake Dr	Mdt	20B12	28990	2	
202200309073	1050	1050 - Vehicle Stop	04/03/2022 14:28:45	20-11	Lake Dr / Cascade Ln	Self Initiate	20A12	6497	2	
202200301664	1050	1050 - Vehicle Stop	04/01/2022 07:11:34	20-11	Park Ave / Bamboo Rd	Self Initiate	20A12	28985	2	

18 Record(s)



## Palm Beach County Sheriff's Office

### Incident Search

Total Incidents Listed

18



Incident	Type	Incident Type Description	Date	Beat	Location	Source	Unit	Officer	Priority	Report
202200381339	1050	1050 - Vehicle Stop	04/25/2022 09:43:38	20-11	Lake Dr / Cascade Ln	Self Initiate	20A12	6497	2	
202200351234	1061	1061 - Business / Residence Check	04/15/2022 14:31:13	20-11	90 Edwards Ln	Mdt	20A11	36151	5	
202200342612	1050	1050 - Vehicle Stop	04/13/2022 09:37:11	20-11	340 Bamboo Rd	Self Initiate	20A11	8756	2	
202200326926	68	68 - Police Service Call	04/08/2022 15:13:25	20-11	Whispering Waters Condo (308 Inlet Way)	Self Initiate	20A13	28985	4	

4 Record(s)



## Palm Beach County Sheriff's Office

### Incident Search

Total Incidents Listed

4



## ***Public Works Department***

### ***Monthly Status Report***

***May 2022***

#### **Community Center:**

1. Receiving quotes to replace the 2<sup>nd</sup> floor east balcony awning.
2. Scheduling to paint the first-floor deck to complete the exterior painting of the building. This task is challenging due to event scheduling of the facility. This project will be performed by Public Works Staff. The Paint Project start date was Wednesday, April 20, 2022, the first coat of paint was applied. The project was completed on Thursday, April 28, 2022. This project had a cost savings of \$8,000.00.
3. Scheduling Restaurant and Kitchen Planners to discuss 2<sup>nd</sup> floor kitchen remodel.
4. The projects listed is funded through the approved general and capital budget.

#### **Grounds & Parks:**

1. Scheduling to order new Park Benches for Inlet Park and the Parkway. The manufacturers are starting to produce more products for shipping due to new COVID guidelines in place.
2. Scheduling to install concrete slabs under the Parkway benches due to safety concerns. The concrete slabs will replace the existing individual square pavers creating an uneven surface and trip hazards. There is a total of 37 concrete slabs to be installed. This project will be performed by the Public Works Staff.
3. Receiving quotes to replace the damaged concrete trash cans located on the Parkway, Inlet Park, and Beach.
4. Scheduling to pressure wash the Parkway sidewalk, bricks, and park benches.
5. Scheduling to convert all the Irrigation mechanical time clock controllers and zone valves to digital located along the Parkway. There is a total of 5 stations to be converted. This will improve water consumption and maintenance costs. The work will be completed by the Public Works Department staff.
6. The new Tree Trimming contractor BrightView trimmed trees on the Parkway Tuesday, May 17, 2022. The estimated time of completion including the Beach Palm Trees is two weeks. The first cutting of the Coconut Palm Trees is scheduled to be trimmed in late July, or the beginning of August 2022.
7. The projects listed is funded through the approved general and capital budget.



## **Streets:**

1. The streetlight restoration project began July 8, 2021. The restoration includes concrete repairs to the light poles and painting of the poles with a color of Hunter Green. There are a total of 196 streetlight poles in Town including the Streets, Parkway, and Town Hall parking lot. The work is performed by the Public Works Department. The restoration work will have a cost savings of \$ 6,000.00 per pole if replaced. Locations of the completed Street Light Poles as follows: The parkway, Town Hall Parking Lot, and the Beach Parking Lot. This project is ongoing due to weather and other project delays.
2. The Public Works Department will continue to apply asphalt patch in various locations on the Town Streets as needed. Tacoma Lane in the 200 block and Bamboo Road in the 300 block was applied on Monday, April 11, 2022. The total of 30 bags of DOT approved asphalt patch was applied.
3. The installation of the street storm drains swales on the corner of Edwards Lane and Lake Drive and the south side of Blossom Lane and Lake Drive storm drain swale was completed on Wednesday, May 4, 2022.
4. Performed Maintenance and Inspection on Tuesday, May 16, 2022 on the Lake Drive and Bamboo Road Tidal Valve. The integrity and operation of the Tidal Valve is within factor standards.
5. The projects listed is funded through the approved general budget.

## **Lift Stations:**

1. Scheduling to receive quotes to replace the 8-inch riser pipes in the wet well of the Lake Drive Lift Station #01. Possible piggyback contract available for project. Waiting on contractors' availability.
2. Scheduling to reline the streets sewer manholes in various locations. Waiting on contractors' availability.
3. Scheduling to perform the preventive maintenance cleaning of the Town's main sewer lines running under the streets. Linda Lane is scheduled for June 2022. Waiting on contractors' availability.
4. The projects listed is funded through the approved general and capital budget.

## **Public Works Building, Police Building, Fire Department Annex Building, Beach Building:**

1. Scheduling to apply a roof coating on the Town Hall Building, Flat Roof. Public Works will be applying the roof coating. This process will prolong the roof integrity 8-10 years.
2. The Exterior Paint Project of the Town Hall, Police, and Fire Bay, still in progress, The Town hall is  $\frac{3}{4}$  completed as of March 23, 2022. Estimated completion date weather permitting on Tuesday, April 5, 2022. The completion date was Wednesday, April 6, 2022. A total of 9 days to complete the project of Town Hall. The Police and Fire Bay Building will be scheduled immediately following the completion and inspection of the Town Hall. The Police and Fire Bay Building paint project will be scheduled when the street swales are completed due to Hurricane season approaching.
3. The projects listed is funded through the approved general and capital budget.

## **Capital Projects For 2021-2022:**

1. **Community Center Replace 1<sup>st</sup> floor fireproof metal doors: Receiving Estimates / Contractor.**
2. **Community Center Replace 2<sup>nd</sup> floor east balcony awning: Receiving Estimates / Contractor.**

3. **Paint Exterior of Town Hall, Police, and Fire Bay:** **Scheduling in progress / Public Works will perform the work. Town Hall is completed.**
4. **Town Hall new Fire Alarm monitoring system:** **Receiving Estimates / Contractor.**
5. **Inlet Park, Parkway, Beach, and town streets replace concrete trash cans:** **Receiving Quotes and availability / Contractor.**
6. **Inlet Park, Beach replace concrete benches:** **Receiving Quotes and availability / Contractor.**
7. **Streets New Storm grates and concrete aprons:** **In progress / Public Works to perform the work. Storm Grates are installed.**
8. **Lift station #01 Lake Drive replace wet well riser pipes and pump base plates:** **Receiving Estimates and piggyback contracts availability / Contractor.**

#### **Training / Certificates:**

1. Continuing Education in Florida Stormwater Erosion and Sedimentation Control. No cost to the Town.
2. OSHA'S Model Training Program for multiple certifications & continuing education credits. No cost to the Town.
3. Safety Meeting scheduled for Tuesday, May 24, 2022, Public Works Safety Officer (Public Works Director).
4. Irrigation maintenance and repairs training by BrightView landscaping. No cost to the Town.
5. Lift Stations Pumps and Valves training by PSI Technologies. No cost to the Town.

#### **Updates:**

1. AT&T Project.
2. Watermain Project.
3. The Iguana Extermination program has proven to be a successful program. Public Works Staff was on the Inlet Park Thursday, May 5, 2022, to Friday, May 13, 2022. The Inlet Residents have been of great assistance with reporting the times and locations of the Iguanas on the Inlet rock seawall. A total of 33 Iguanas have been exterminated at this time. Total Males = 13 Total Females = 20.

**TOWN CLERK REPORT**  
**March 2022**  
**April 25 ,2022 Commission Meeting**

TASKS	STATUS
<b>Upcoming Meetings and Important Dates</b>	<ul style="list-style-type: none"> <li>➤ P&amp;Z Meeting and LPA Meeting May 25, 2022 @ 6:30 pm</li> <li>➤ Commission Workshop June 13, 2022 @ 7:00 pm</li> <li>➤ Commission Meeting June 27, 2022 @ 7:00 pm</li> <li>➤ Blue Heron Bridge- East and Westbound Single Lane Closures May 31-June 3 and June 6 – June 10 from 8-5</li> </ul>
<b>Building Department Updates</b>	<p>April 2022: Total Permits issued: 24  Total Permit Fees Paid: \$ 19,972.00  <b>Reminder: Working without a permit with result in a stop work order and a charge of 4 times the permit fee. Unsure if you need a permit, call the Building Department and we'll be glad to help you.</b></p>
<b>Code Compliance</b>	<p><b>The following is a count of properties that had Code Enforcement violations from April 21, 2022 – May 20, 2022</b></p> <p><u><b>Code Violation: Sec. 38-9. – Collections times; notice.</b></u>  Yard debris, bulk and trash/garbage being placed out for pickup days before the scheduled pickup date. 1 Closed. 0 Open.</p> <p><u><b>Code Violation: Sec. 18-329. – Property Maintenance.</b></u>  1 Closed. 0 Open.</p> <p><u><b>Code Violation: Sec. 14-106. Florida Building Code (Structural Engineering Report for the condition of the building)</b></u> 0 Closed.  3 Open. 101 Edwards Ln, 220 Inlet Way 115 Inlet Way</p> <p><u><b>Code Violation: Sec. 14-106. Florida Building Code (Work without a permit)</b></u>  0 Closed. 1 Open. 100 Bravado Lane Unit 6</p> <p><u><b>Code Violation: Sec. 42-41. Noise Disturbances.</b></u>  0 Closed. 1 Open. 218 Cascade Lane</p> <p><u><b>Code Violation: Sec. 70-82. – Boat trailer in driveway/parking lot.</b></u>  1 Closed. 1 Open. 327 Edwards Lane</p> <p><u><b>Code Violation: Sec. 18-24. Transfer of Business Tax Receipt/ Certificate of Use</b></u>  3 Closed 0 Open</p> <p><u><b>Code Violation: Sec 58-53 Temporary Signage</b></u>  4 Closed 0 Open</p> <p><u><b>Code Violation: Pf.5.13. Off-street parking:</b></u>  0 Closed 1 Open 218 Cascade Lane</p> <p><u><b>Code Violation: Sec 38-3 Trash containers location</b></u>  0 Closed 1 Open 231 Bamboo Road</p> <p><u><b>Total Amount of Cases created that are closed from 4/21/22 – 5/20/2022: 10</b></u>  <u><b>Total Amount of Cases created that are still open from 4/21/22 – 5/20/2022: 8</b></u>  <u><b>Total count of Cases 4/21/22 – 5/20/2022 18</b></u></p> <p><u><b>Special Magistrate</b></u>  218 Cascade Lane – Parking on the grass (Scheduled for June 15, 2022)  218 Cascade Lane – Noise nuisance</p> <p><u><b>Delinquent Business tax Receipt Fine Hearing (Scheduled for June 15,2022)</b></u>  22 Cases.</p>
<b>TOWN HALL</b>	<ul style="list-style-type: none"> <li>• Town Hall is open 8:30 am to 4:30 pm.</li> <li>• Beach Parking Decals for the FY 2022-2023 are available for sale. Please make sure you bring you vehicle tag information (License Plate) and Current one year lease if you are a renter. Cash (small bills please) Check or Credit Card (2.5% fee added) accepted.</li> <li>• All Town meetings will continue to be offered virtually via WebEx (see Town's website: <a href="http://www.palmbeachshoresfl.us">www.palmbeachshoresfl.us</a> for information on all meetings).</li> </ul>



## RESOLUTION NO. R- 07-22

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, CREATING AN AD HOC COMMITTEE ON INLET PARK ENCROACHMENTS; PROVIDING FOR COMMITTEE COMPOSITION, AUTHORITY & RESPONSIBILITIES; PROVIDING FOR COMPLIANCE WITH LAWS; PROVIDING FOR SUNSET OF SAID COMMITTEE; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Town of Palm Beach Shores owns park land adjacent to the Palm Beach / Lake Worth Inlet which has generally been developed as a passive park known as the Inlet Park; and

**WHEREAS**, adjacent to such Town owned park land are various residential properties with addresses on both Inlet Way and Lake Drive; and

**WHEREAS**, a number of these residential properties have, over the course of years, developed encroachments into the Town owned park land which consist of landscape materials, sitting areas, parking lots, shuffleboard courts, a swimming pool and other accessory structures; and

**WHEREAS**, the swimming pool, pool house, and associated parking area encroachments associated with the Romaine property at 320 Inlet Way are permitted by long term lease agreement between the Town and the Romaine, and which does not terminate until 2057; however, no other encroachments into the Town owned park land at the Inlet Park have been formally authorized or memorialized; and

**WHEREAS**, the Town Commission previously in the year 2010 took the position that all encroachments could remain “as-is” so long as certain conditions were met by the adjacent residential properties, most of which have not occurred; and

**WHEREAS**, the Town Commission has recently revisited the issue of the encroachments into the Town owned park land at the Inlet Park; and

**WHEREAS**, to assist with finally resolving the encroachment issues, the Town Commission desires to create an ad hoc committee on Inlet Park encroachments; and

**WHEREAS**, the Town Commission desires to provide for the Committee’s composition, its authority & responsibilities, its compliance with applicable laws, and its sunset.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1:** The above stated recitals are true and accurate and are hereby made part of this Resolutions.

**Section 2:** The Town Commission of the Town of Palm Beach Shores, Florida, hereby provides for the “Town of Palm Beach Shores Ad-Hoc Committee on Inlet Park Encroachments”. The Town of Palm Beach Shores Ad-Hoc Committee on Inlet Park Encroachments shall be composed of up to five (5) members. The initial members of the Town of Palm Beach Shores Ad-Hoc Committee on Inlet Park Encroachments, appointed by the Town Commission in conjunction with the establishment of the committee, are as follows:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Committee members shall serve at the pleasure of the Town Commission until they are removed by the Town Commission, or until they voluntarily resign their seat, or until the committee is dissolved pursuant to Section 6 of this resolution. Vacancies on the Committee may be filled via appointment by the Town Commission if needed.

**Section 3:** The Town of Palm Beach Shores Ad-Hoc Committee on Inlet Park Encroachments shall hold public meetings for the purpose of developing recommendations to resolve the issue of the existing encroachments into the Town owned park land at the Inlet Park. The encroachments which are the subject of the lease agreement between the Romaine and the Town, adjacent to the Romaine property at 320 Inlet Way are excluded from the Committee’s jurisdiction since these encroachments are already memorialized by said lease agreement. The primary focus of the Committee shall be the existing encroachments adjacent to the Anchorage property located at 340 Lake Drive; said encroachments consisting primarily of vegetation buffers, a shuffleboard court, a parking and turn-around lot, and an accessory shed. The Committee may also review the

remaining minor encroachments east of the Romaine encroachments but only after completing its work relative to the Anchorage property encroachments which are located west of the Romaine encroachments. The Committee should make every effort to engage both the general Town population, and the Anchorage resident population in formulating its recommendations. Similar engagements should be sought to the extent the Committee also reviews other encroachments adjacent to properties east of the Romaine.

**Section 4:** The Town of Palm Beach Shores Ad-Hoc Committee on Inlet Park Encroachments shall report to the Town Commission no later than September 30, 2022 with its final recommendations.

**Section 5:** The Town of Palm Beach Shores Ad-Hoc Committee on Inlet Park Encroachments shall appoint from among its membership a Chair and a Vice-Chair, and shall establish its own rules of procedure; however any such rules shall comply with and be subject to the Florida Government in the Sunshine laws and the Florida Public Records Act. Additionally, all committee members shall be bound by the Florida Code of Ethics and the Palm Beach County Code of Ethics for appointed officials.

**Section 6:** The Town of Palm Beach Shores Ad-Hoc Committee on Inlet Park Encroachments shall continue until such time as the Town Commission shall deem the committee to no longer be required and dissolve same.

**Section 7:** This Resolution shall take effect immediately upon adoption.



**ORDINANCE NO. O-2-22**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING CHAPTER 14. BUILDINGS AND BUILDING REGULATIONS. ARTICLE III BUILDING STANDARDS. SEC. 14-108 LOCAL AMENDMENTS TO CHAPTER 1 ADMINISTRATION OF THE FLORIDA BUILDING CODE ADOPTED. SECTION 109 FEES. BY REQUIRING ADJUSTMENTS TO PERMIT FEES PAID PRIOR TO ISSUANCE OF A CO OR EQUIVALENT IN ORDER TO ENSURE PAYMENT OF CORRECT FEES; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 14 SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Town Commission of the Town of Palm Beach Shores desires to ensure payment of correct building permit fees for all Town issued building permits; and

**WHEREAS**, the Town Commission of the Town of Palm Beach Shores has determined that requiring adjustments to initial permit fees prior to the issuance of a CO or equivalent based on owner and contractor certification of all sums and consideration paid and payable for the construction activity is an appropriate manner of accomplishing this.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, THAT:**

**Section 1:** Chapter 14. Buildings and Building Regulations. of the Code of Ordinances of the Town of Palm Beach Shores is hereby amended at Article III. Building Standards. Sec. 14-108. Local Amendments to Chapter 1. Administration of the Florida Building Code Adopted. Section 109 FEES, by amending subsection 109.3 Building Permit Valuations by requiring adjustments to permit fees paid prior to issuance of a CO or equivalent in order to ensure payment of correct fees; providing that subsection 109.3 Building Permit Valuations shall hereafter read as follows:

**CHAPTER 14. BUILDINGS AND BUILDING REGULATIONS  
ARTICLE III BUILDING STANDARDS  
SEC. 14-108. LOCAL AMENDMENTS TO CHAPTER 1. ADMINISTRATION OF THE  
FLORIDA BUILDING CODE ADOPTED  
SECTION 109  
FEES**

### **109.3 Building permit valuations.**

(1) Prior to permit issuance. Proof of the total valuation of construction activity (building, alteration, structure, electrical, gas, mechanical and/or plumbing systems) for permit fee cost valuation purposes may be established by the permit applicant via submission to the Building Official of a written, signed and notarized construction contract or by the submission of an affidavit by the subject property owner supported by an attached copy of the construction contract. If there is no written construction contract, then the contractor or the owner must submit a specific description of all construction activity contemplated, all consideration to be paid therefor and the value thereof; which description shall be certified in writing under oath by both the contractor and the owner. If the permit applicant fails to make such submission, waives making such submission, requests issuance of the permit without making such submission, or otherwise fails to submit sufficient evidence of cost valuation, then the building official shall determine the total valuation of construction activity for permit fee cost valuation purposes based on his experience, his knowledge of then current market conditions, and the information contained in the submitted permit application. ~~If, in the opinion of the building official, the claimed valuation of building, alteration, structure, electrical, gas, mechanical or plumbing systems appears to be underestimated on the application, the permit shall be denied, unless the applicant can show detailed, quantity estimates, and/or bona fide signed contracts (excluding land value) to meet the approval of the building official. For permitting purposes, valuation of buildings and systems shall be total replacement value to include structural, electric, plumbing, mechanical, interior finish, relative site work, and overhead and profit; excluding only land value and demolition. Valuation references may include the latest published data of national construction cost analysis services (Marshall-Swift, Means, etc.), as published by International Code Congress. Final building permit valuation shall be set by the building official.~~

(2) Adjustment to permit fee prior to CO or equivalent. Upon application for final inspections and a Certificate of Occupancy (CO) or equivalent, both the owner and the contractor to whom the permit is issued shall certify in writing under oath to the Building Official all sums and consideration paid and payable for the construction activity. No final inspections shall be made, and no CO or equivalent shall be issued for

any construction related activity unless it is determined by the Building Official that construction activity actually performed conforms to, is not more or greater than, and does not substantially (ten (10) percent or more) exceed valuation of that activity contemplated in the permit application(s); if such determination is not made, then no final inspection and no CO or shall be given until all approvals and permits therefor have been secured and all permit fees applicable thereto have been paid.

**Section 2:** Each and every other section and subsection of Chapter 14. Buildings and Building Regulations. shall remain in full force and effect as previously adopted.

**Section 3:** All ordinances or parts of ordinances in conflict be and the same are hereby repealed.

**Section 4:** Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

**Section 5:** Specific authority is hereby granted to codify this Ordinance.

**Section 6:** This Ordinance shall take effect immediately upon adoption.

**FIRST READING** this **25th** day of April, 2022.

**SECOND AND FINAL READING** this **23rd** day of May, 2022.

**TOWN OF PALM BEACH SHORES**

---

Alan Fiers, Mayor



First Reading April 25, 2022

ATTEST:

---

Jude Goudreau, Town Clerk

(Seal)

Approved as to form and legal sufficiency.

---

Keith W. Davis, Town Attorney

## **ORDINANCE NO. O-3-22**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING APPENDIX A. ZONING AT SECTION IV. BASIC RESTRICTIONS FOR ALL DISTRICTS. AT PF.4.6. GRADE ELEVATIONS. TO ALLOW ADDITIONS TO SINGLE-FAMILY STRUCTURES IN ZONING DISTRICT A TO MATCH THE EXISTING GRADE AND FINISHED FIRST FLOOR ELEVATIONS SUBJECT TO CERTAIN RESTRICTIONS AND AT SECTION XIII. NONCONFORMING BUILDINGS AND USES. AT PF. 13.2. NONCONFORMING BUILDINGS. TO ADD AN ALLOWANCE FOR ADDITIONS TO SINGLE-FAMILY HOUSES IN ZONING DISTRICT A TO BE BUILT TO MATCH THE NONCONFORMING GRADE AND FINISHED FIRST FLOOR ELEVATION; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF APPENDIX A SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, current Zoning Code regulations require that all structure additions meet current grade and finished first floor elevations, which are based on the property's mean crown of the adjacent roadway; and

**WHEREAS**, the original housing stock in Zoning District A was constructed prior to the Town's grade and finished first floor regulations, meaning that in nearly all cases, the current Code required grade and finished floor elevations for proposed additions are several inches higher than the existing elevations of the onsite structure; and

**WHEREAS**, in recent months, multiple variance requests have been requested and processed requesting relief from the above-referenced requirements to prevent additional square footage added to existing structures from having to be built with a step up to the addition.

**WHEREAS**, the Town Commission of the Town of Palm Beach Shores believes these amendments to the Town's Zoning Code are in the best interest of the health, safety and welfare of the Town, its citizens, and all those doing business with the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, THAT:**

**Section 1:** Appendix A. Zoning. of the Code of Ordinances of the Town of Palm Beach Shores is hereby amended at Section IV. Basic Restrictions for All Districts. to

amend Pf. 4.6. Grade elevations. to allow additions to single-family structures in Zoning District A to match the existing grade and finished first floor elevation subject to certain restrictions; providing that Pf. 4.6. shall hereafter read as follows:

**Pf. 4.6. - Grade elevations.**

- a. Generally, the grade elevation of any building site at the building foundation, and to a minimum distance of two (2) feet from the foundation outwards, shall be a minimum of one and one-half (1½) feet and a maximum of two (2) feet above the mean elevation of the crown of the adjacent street or streets, except that in the event of construction of an addition to a single-story structure located in Zoning District A which contains no portion of the parcel located in a Special Flood Hazard Area, an area not to exceed fifty percent (50%) of the square footage of the existing structure shall be allowed to be constructed to match the existing grade elevation.
- b. However, for any single story structure in Zoning District B, C or D that utilizes underground/depressed parking pursuant to Pf. 12.6 to contain all required parking for residents of the structure, the grade elevation at the building foundation, and to a minimum distance of two (2) feet from the foundation outwards, may be increased to a maximum of three (3) feet above the mean elevation of the crown of the adjacent street or streets.
- c. For any multiple story structure in Zoning District B, C or D that utilizes underground/depressed parking pursuant to Pf. 12.6 to contain all required parking for residents of the structure, the grade elevation at the building foundation, and to a minimum distance of two (2) feet from the foundation outwards, must be three (3) feet above the mean elevation of the crown of the adjacent street or streets. All ingress and egress ways for the underground/depressed parking level shall retain the grade slope to the greatest extent possible. Where necessary to facilitate the underground/depressed parking level, retaining walls may be utilized to comply with grade elevation requirements, however, the use of any such retaining wall must be specifically approved by the Planning and Zoning Board as part of the site plan review process.



- d. The elevation of the finished first floor of any building shall be a minimum of one-half ( $\frac{1}{2}$ ) feet and a maximum of one and one-half ( $1 \frac{1}{2}$ ) feet above the highest grade elevation of the building site or no less than the 100-year flood level, whichever is the highest, except that in the event of construction of an addition to a single-story structure located in Zoning District A which contains no portion of the parcel located in a Special Flood Hazard Area, an area not to exceed fifty percent (50%) of the square footage of the existing structure shall be allowed to be constructed to match the existing finished first floor. However, for any multiple story structure in Zoning District B, C or D that utilizes underground/depressed parking pursuant to Pf. 12.6 to contain all required parking for residents of the structure, the elevation of the finished first floor of the building shall be no higher than seven (7) feet above the mean elevation of the crown of the street at the front of the lot. All ingress and egress ways for the first floor shall be set at or between the grade elevation at the building foundation, and the elevation of the finished first floor.
- e. At the boundary lines, the building site shall be graded to a reasonable match with abutting properties. The balance of the building site, including all surface parking areas, shall be graded from the high level located two (2) feet outward from the building foundation to the low levels at the boundary lines, with a continuous gradual slope.

**Section 2:** Appendix A. Zoning. of the Code of Ordinances of the Town of Palm Beach Shores is hereby amended at Section XIII. Nonconforming Buildings and Uses. to amend Pf. 13.2. Nonconforming buildings. to add an allowance for additions to single-family houses in Zoning District A to be built to match the nonconforming grade and finished first floor elevation; providing that Pf. 13.2. shall hereafter read as follows:

**Pf. 13.2. - Nonconforming buildings.**

Where a lawful building exists at the effective date of adoption or amendment of this zoning ordinance that could not be built under the terms of this zoning ordinance by reason of restrictions on area, lot coverage, height, yards, setbacks or other

characteristics of the building or its location on the lot, such building may be continued so long as it remains otherwise lawful subject to the following provisions:

(a) No such building may be enlarged or altered in any way which increases its nonconformity, except for single family dwellings located in any zoning district which may be altered as follows:

1. Ground floor additions or renovations to existing one-story single family dwellings may be built to match nonconforming setbacks or nonconforming roof pitches existing at the point where the proposed addition/renovation will adjoin the existing building; however, any such addition must otherwise conform to all applicable zoning codes, and particularly shall not cause the building to violate the applicable maximum lot coverage limits, maximum allowed flat roof area, maximum building height or minimum landscape requirements.

2. Ground floor additions to existing one-story single-family dwellings in Zoning District A may be built to match nonconforming grade and finished first floor elevations subject to the restrictions set forth in Pf. 4.6.

32. Any second story addition or renovation may be built to match nonconforming roof pitches existing at the point where the proposed addition/renovation will adjoin the existing building, but otherwise shall conform to all applicable zoning codes.

(b) Should such building be destroyed by any means to an extent of more than fifty (50) percent of its replacement cost at the time of destruction, as determined by the town building official, it shall not be reconstructed except in conformity with the provisions of this zoning ordinance; except in cases of fire, explosion or other casualty, or act of God, or the public enemy, in which case the structure may be replaced as it was originally constructed.

(c) Should any structure be moved for any reason for any distance whatsoever, it shall thereafter conform to the regulations for the district in which it is located after it is moved.

**Section 3:** Each and every other section and subsection of Appendix A. Zoning. shall remain in full force and effect as previously adopted.

**Section 4:** All ordinances or parts of ordinances in conflict be and the same are hereby repealed.

**Section 5:** Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

**Section 6:** Specific authority is hereby granted to codify this Ordinance.

**Section 7:** This Ordinance shall take effect immediately upon passage.

**FIRST READING** this \_\_\_\_ day of April, 2022.

**SECOND AND FINAL READING** this \_\_\_\_ day of May, 2022.

**TOWN OF PALM BEACH SHORES**

\_\_\_\_\_  
Alan Fiers, Mayor

ATTEST:

\_\_\_\_\_  
Jude Goudreau, Town Clerk

(Seal)

Approved as to form and legal sufficiency.

\_\_\_\_\_  
Keith Davis, Town Attorney



## **ORDINANCE NO. O-4-22**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING CHAPTER 78. VEGETATION. AT ARTICLE III. LANDSCAPING., SECTION 78-77.1. – DESIGN GUIDELINES. TO REQUIRE THE INSTALLATION OF ADDITIONAL LANDSCAPING PLACED INTERMITTENTLY AGAINST LONGER EXPANSES OF BUILDING WALLS WITH LITTLE ARCHITECTURAL DETAIL TO BREAK UP THE WALLS FOR MULTI-STORY STRUCTURES IN ALL ZONING DISTRICTS; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 78 SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, currently Section 78-77.1 of the Town Code requires the installation of landscaping for multi-story structures to provide adequate privacy screening for windows located on higher stories to screen views to adjacent properties; and

**WHEREAS**, there are no current regulations to require landscaping for these structures where no windows are present and no privacy screening is required; and

**WHEREAS**, with the prevalence of redevelopment in Town to include the construction of larger two-story residential structures, there is a need to revise the Town Code to increase the landscaping requirements for these and other multi-story structures to ensure that adequate landscaping is installed to soften larger walls with minimal architectural features; and

**WHEREAS**, the Town Commission of the Town of Palm Beach Shores believes these amendments to the Town's Zoning Code are in the best interest of the health, safety and welfare of the Town, its citizens, and all those doing business with the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, THAT:**

**Section 1:** Chapter 78. Vegetation. of the Code of Ordinances of the Town of Palm Beach Shores is hereby amended at Article III. Requirements., Section 78-77.1. – Design Guidelines. to, for multi-story structures in all Zoning Districts, require additional landscaping to be placed intermittently against longer expanses of building walls with little architectural detail to break up the walls; providing that Section 78-77.1 shall hereafter read as follows:

## **Sec. 78-77.1. - Design guidelines.**

- (a) *Foundation plantings.* Foundation plantings for all new construction are required on any side of a building that fronts on a street. Required foundation plantings should conceal the building foundation, should accentuate and beautify the front facade and should be a minimum of three feet in height at maturity.
- (b) *Front yard trees.* For all new development projects and new landscape plans, a minimum of three trees that comply with the requirements of article IV hereinbelow shall be required in the front yard. The minimum height of such required trees when planted shall be 75 percent of the beam height of the principal building. The minimum spread of such required trees when planted shall be 40 percent of the required tree height. In addition, three palm trees per platted lot shall be required to be planted in the ten-foot strip of town property a distance of four feet from the edge of pavement on all east-west roads in the town. Permitted palm tree species include Foxtail, Coconut, Queen, Triangle, Christmas, Date, Fishtail, Royal, Sago, or any other species specifically approved by the planning and zoning board as part of its architectural and aesthetic review.
- (c) *Multi-story structures, softening of walls.* For multi-story structures in all zoning districts, landscaping, trees and other plant material, shall be placed intermittently against long expanses of building walls to create a softening effect and to help break up longer expanses of blank walls with little architectural detail.
- (d)(e) *Landscape buffering of equipment.* For all new development projects, central air conditioning equipment, swimming pool equipment, emergency electrical generators, and outdoor trash containers located in accordance with the town's Zoning Ordinance and other applicable codes shall be sight screened with appropriate landscaping material.
- (e)(d) *Privacy screens, applicability.* In zoning districts A and B, all new development projects located on non-waterfront properties shall be subject to the privacy screen requirements set forth in paragraph (e) below. In zoning district B, the following shall also trigger the applicability of the privacy screen requirements set forth in paragraph (e) below:

(1) Any activity or activities upon the lot over time requiring a permit or permits from the town pertaining to improvements that cumulatively amount to expenditures of money in excess of \$50,000.00.

(2) Any change in use of the property.

~~(f)~~(e) *Privacy screens, requirements.* Rear and side yard privacy screens are permitted, but not required with single story principal buildings. When the principal building is a two-story building rear and side yard privacy screens are required. Such privacy screens should generally be of sufficient height and density to screen the line of sight from second story balconies and windows into neighboring properties, however, the minimum height of trees utilized for rear yard privacy screens when planted shall be no less than 75 percent of the roof height of the principal building. As part of the architectural and aesthetic review pursuant to section 14-86, the planning and zoning board shall ensure that these requirements are met and that the privacy of properties adjacent to two-story buildings is protected. No trees shall be permitted to grow into overhead utility lines.

**Section 2:** Each and every other section and subsection of Chapter 78. Vegetation. shall remain in full force and effect as previously adopted.

**Section 3:** All ordinances or parts of ordinances in conflict be and the same are hereby repealed.

**Section 4:** Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

**Section 5:** Specific authority is hereby granted to codify this Ordinance.

**Section 6:** This Ordinance shall take effect immediately upon passage.

**FIRST READING** this \_\_\_\_ day of May, 2022.

**SECOND AND FINAL READING** this \_\_\_\_ day of June, 2022.



**TOWN OF PALM BEACH SHORES**

\_\_\_\_\_  
Alan Fiers, Mayor

ATTEST:

\_\_\_\_\_  
Jude Goudreau, Town Clerk

(Seal)

Approved as to form and legal sufficiency.

\_\_\_\_\_  
Keith Davis, Town Attorney