

AGREEMENT

Between

CITY of HALLANDALE BEACH, FLORIDA

And

ASHBRITT, INC.

For

RFP # FY 2015-2016-006 DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

TERMS AND CONDITIONS, FORMS AND AGREEMENT

This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation,

AND

ASHBRITT, INC., a Florida corporation, hereinafter referred to as "CONTRACTOR." (MAKE SURE THAT THE SUNBIZ FIRM'S NAME IS TYPED HERE)

WHEREAS, At the August 17th, 2016 City Commission Meeting the City Commission adopted Resolution # 2016-113 awarded through RFP # FY 2015-2016-006 Disaster Debris Removal and Disposal Services; authorizing the City Manager to execute an agreement with ASHBRITT, INC; and

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1

TERM

1. The term of this Agreement shall begin on the date it is fully executed by last signing party and shall end on 10/17/2019; provided, however, if the term of this Agreement extends beyond a single fiscal year of CITY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

ARTICLE 2

TERMS AND CONDITIONS, FORMS AND AGREEMENT

SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

The CITY has employed the CONTRACTOR to provide the work which includes the scope of work in RFP # FY 2015-2016-006 Disaster Debris Removal and Disposal Services and Proposal submitted by CONTRACTOR, which is hereby incorporated and made part of this Agreement by reference.

A subcontract plan including a clear description of the percentage of the work the contractor may subcontract out and a list of subcontractors the contractor's plans to use is attached as Exhibit A.

ARTICLE 3

INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

CONTRACTOR agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONTRACTOR, any sub-contractors, their employees,

TERMS AND CONDITIONS, FORMS AND AGREEMENT

agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. CONTRACTOR further agrees to indemnify and save harmless the CITY, their officers, agents and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages arising out of intentional torts of CITY or their officers, agents or employees. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.

ARTICLE 4
PERSONNEL

4.1 Competence of Staff. In the event that any of CONTRACTOR's employee is found to be unacceptable to the CITY, the CITY shall notify the CONTRACTOR in writing of such fact and the CONTRACTOR shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

ARTICLE 5
INSURANCE REQUIREMENTS

5.1 Without limiting any of the other obligations or liabilities of CONTRACTOR, CONTRACTOR shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by CITY (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth herein.

5.1.1. Worker's Compensation insurance to apply for all employees
incompliance with the "Workers' Compensation Law" of the State of

TERMS AND CONDITIONS, FORMS AND AGREEMENT

Florida and all applicable federal laws. In addition, the policy(ies) must include:

5.1.1.1. Employers' Liability with a limit of One Million Dollars (\$1,000,000.00) each accident.

5.1.1.2. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and Jones Act.

5.1.2. Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

5.1.2.1. Premises and/or Operations.

5.1.2.2. Independent Contractors.

5.1.2.3. Products and/or Completed Operations for contracts over Fifty Thousand Dollars (\$50,000.00) CONTRACTOR shall maintain in force until at least three years after completion of all work required under the Contract, coverage for products and Completed Operations, including Broad Form Property Damage.

5.1.2.4. Explosion, Collapse and Underground Coverages.

5.1.2.5. Broad Form Property Damage.

5.1.2.6. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

5.1.2.7. Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits

TERMS AND CONDITIONS, FORMS AND AGREEMENT

of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

5.1.2.8. CITY is to be expressly included as an "Additional Insured" in the name of "City of Hallandale Beach", with respect to liability arising out of operations performed for CITY by or on behalf of CONTRACTOR or acts or omissions of CITY in connections with general supervision of such operation.

5.1.3. Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

5.1.3.1. Owned Vehicles.

5.1.3.2. Hired and Non-Owned Vehicles.

5.1.3.3. Employers' Non-Ownership.

- 5.2 If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished 30 days prior to the date of their expiration.
- 5.3 Notice of Cancellation and/or Restriction - The policy(ies) must be endorsed to provide the City of Hallandale Beach with 30 days notice of cancellation and/or restriction
- 5.4 The CONTRACTOR shall furnish to the Contract Administrator Certificates of Insurance or endorsements evidencing the insurance coverage specified above within 15 days after notification of award. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract.
- 5.5 The official title of the owner is the "City of Hallandale Beach". This official title shall be used in all insurance documentation.

TERMS AND CONDITIONS, FORMS AND AGREEMENT

ARTICLE 6
COMPENSATION

6.1 CITY agrees to pay CONTRACTOR, in the manner specified in Section 6.2, the total amount Per the Price Proposal Sheet (Exhibit 'B') for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

Payments based on time and material costs are limited to work performed during the first 70 hours of work following a disaster event. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

- (i) The actual cost of materials; and
- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

CONTRACTOR shall provide and pay a livable wage for competent, suitably qualified personnel to perform the work as required by the Contract Documents. CONTRACTOR shall not permit

TERMS AND CONDITIONS, FORMS AND AGREEMENT

employment of unfit persons or persons not skilled in tasks assigned to them. CONTRACTOR shall at all times maintain good discipline and order at the site.

6.2 **METHOD OF BILLING AND PAYMENT**

6.2.1 Payment shall be due within thirty (30) days of date stipulated on the invoice, provided, invoice is accepted for payment. Payment shall be made only for approved invoices. **Invoices submitted must not cover more than a thirty (30) day period. All payment provisions must be provided on unit prices (volume or weight).** The CITY retains the right to delay or withhold payment for services which have not been accepted by the CITY.

CONTRACTOR has accepted the following payment term for payment of all work provided during this CONTRACT:

PAYMENT TERMS

The City of Hallandale Beach requires the acceptance of the following e-payable methods for all work/services rendered as a result of the award of this solicitation.

E-payables – it is an electronic method of payment. Vendors are provided a credit card by the City's bank, SunTrust. Invoice payments will be transferred/deposited to the credit card and the vendor will receive a remittance via e-mail. The Vendor is required to swipe the card to receive the funds. Invoice payments will be processed and issued upon invoice receipt and approval.

6.3 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of

TERMS AND CONDITIONS, FORMS AND AGREEMENT

inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6.4 Payment shall be made to CONTRACTOR at:

ASHBRITT, INC.

565 E. Hillsboro Blvd.

Deerfield Beach, FL 33441

ARTICLE 7

TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

TERMS AND CONDITIONS, FORMS AND AGREEMENT

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Agreement for convenience, and that CONTRACTOR shall not be entitled to any consequential damage or loss of profits.

ARTICLE 8
MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

TERMS AND CONDITIONS, FORMS AND AGREEMENT

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

TERMS AND CONDITIONS, FORMS AND AGREEMENT

8.3 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CONTRACTOR, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

8.4 INDEPENDENT CONTRACTOR

TERMS AND CONDITIONS, FORMS AND AGREEMENT

CONTRACTOR is an independent CONTRACTOR under this Agreement. In providing services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever.

8.5 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

City of Hallandale Beach
City Manager
400 South Federal Highway
Hallandale Beach, FL 33009

With Copy to:

TERMS AND CONDITIONS, FORMS AND AGREEMENT

Steven F. Parkinson, P.E., Director

Attn: Public Works Department

630 NW 2nd Street

Hallandale Beach, FL 33009

And:

City Attorney

400 South Federal Highway

Hallandale Beach, FL 33009

Contractor:

Randall Perkins, President

564 E. Hillsboro Blvd

Deerfield Beach, FL 33441

8.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Agreement or any right or interest herein without CITY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities,

TERMS AND CONDITIONS, FORMS AND AGREEMENT

where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

8.8 CONFLICTS

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

In the event CONTRACTOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

8.9 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this

TERMS AND CONDITIONS, FORMS AND AGREEMENT

Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.10 **COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.11 **SEVERANCE**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.12 **JOINT PREPARATION**

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

8.13 **PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

TERMS AND CONDITIONS, FORMS AND AGREEMENT

8.14 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

8.15 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.16 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

TERMS AND CONDITIONS, FORMS AND AGREEMENT

Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8.17 PAYABLE INTEREST

8.17.1. Payment of Interest. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

8.17.2. Rate of Interest. In any instance where the prohibition or limitations of Section 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

8.18 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits 'A' & 'B' are hereby incorporated into and made a part of this Agreement.

8.19 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

TERMS AND CONDITIONS, FORMS AND AGREEMENT

8.20 **MULTIPLE ORIGINALS**

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

ARTICLE 9

NONDISCRIMINATION, EQUAL OPPORTUNITY

AND AMERICANS WITH DISABILITIES ACT

9.1 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

TERMS AND CONDITIONS, FORMS AND AGREEMENT

Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

9.2 Domestic Partner Benefits Requirement

CONTRACTOR certifies, and has provided the Domestic Partnership Certification Form, that it would provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

CONTRACTOR shall comply with the applicable provisions of this section.

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The City may terminate the Contract if the Contractor fails to comply with this section.

TERMS AND CONDITIONS, FORMS AND AGREEMENT

- (iv) The City may retain all monies due or to become due until the Contractor complies with this section.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by Commission action on 17th, day of August, 2016, signing by and through its City Manager, duly authorized to execute same, and ASHBRITT, INC. signing by and through its C.E.O.
(name of contractor) (title of authorized officer)
duly authorized to execute same.

CITY

ATTEST:

M. Butwell
CITY CLERK

CITY OF HALLANDALE BEACH

By D. Rosemond
Daniel Rosemond, CITY MANAGER

Approved as to legal sufficiency and form by
CITY ATTORNEY

V. Lynn Whitfield
V. Lynn Whitfield, CITY ATTORNEY



CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

TERMS AND CONDITIONS, FORMS AND AGREEMENT

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

CONTRACTOR

ATTEST:

ASHBRITT, INC

(Name of Corporation)



(Secretary)

By  C.E.O.

(Signature and Title)

(Corporate Seal)

RALPH DAHLGREN

(Type Name and Title Signed Above)

5 Day of OCT, 2014.

ADDENDUM # 6
RFP# FY 2015-2016-006
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

Your firm must submit the following price sheet titled "Project Scope Items 1-36 revised on 3-1-2016."

<p style="text-align: center;">DESCCRPTION OF ITEMS. PROJECT SCOPE ITEMS 1-36 REVISED 3-1-2016.</p> <hr/> <p>1. Read pages 8-31 of Exhibit I of the RFP for descriptions for each item below. 2. Read Addendum # 3 for new revised and added descriptions not found on pages 8-31 of Exhibit I of the RFP.</p>	UNIT OF MEASURE	TOTAL PRICE
1. Emergency Road Clearance first push maximum 70 hours	HOUR	\$150.00
2. ROW Vegetative Debris Removal	CY	\$9.00
3. ROW C & D Debris Removal	CY	\$ 9.50
4. Removal of debris from City Parks and Facilities	CY	\$9.00
5. Removal of Debris from canal/waterways	CY	\$ 35.00
6. DMS(s) Management, Operations and Reduction through grinding	CY	\$ 4.15
7. Haul-out of reduced debris to City approved final disposal site (0-15 mile haul distance)	CY	\$ 4.50
8. Haul-out of reduced debris to City approved final disposal site (16-30 mile haul distance)	CY	\$ 7.00
9. Haul-out of reduced debris to City approved final disposal site (31-60 mile haul distance)	CY	\$ 8.00
10. Haul-out of reduced debris to City approved final disposal site (Over 60 mile haul distance)	CY	\$10.00
11. Removal of hazardous leaning trees (6"to 12" in diameter)	EACH	\$ 45.00
12. Removal of hazardous leaning trees (12" to 24" in diameter)	EACH	\$ 75.00
13. Removal of hazardous leaning trees (24" to 36" in diameter)	EACH	\$ 125.00
14. Removal of hazardous leaning trees (36" to 48" in diameter)	EACH	\$ 175.00
15. Removal of hazardous leaning trees (over 48" in diameter)	EACH	\$ 200.00
16. Removal of hanging limbs (Greater than 2" in diameter)	TREE	\$ 90.00
17. Removal of hazardous stumps (24" to 36" in diameter)	EACH	\$ 100.00
18. Removal of hazardous stumps (36" to 48" in diameter)	EACH	\$ 150.00
19. Removal of hazardous stumps (over 48" in diameter)	EACH	\$ 225.00

ADDENDUM # 6
RFP# FY 2015-2016-006
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

20. ROW white goods debris removal	EACH	\$ 50.00
21. Freon Management	EACH	\$ 40.00
22. Household hazardous waste (HHW) removal, transport and disposal	POUND	\$ 18.00
23. E-waste removal	EACH	\$ 50.00
24. Abandoned vehicle removal	EACH	\$ 175.00
25. Vessel Removal (Land)	LF	\$ 25.00
26. Vessel Removal (Marine)	LF	\$ 65.00
27. Dead animal carcasses	POUND	\$ 1.00
28. Pre-event coordination meeting	N/A	Included
29. Description of designated areas	N/A	Included
30. Debris management sites and final disposal sites	N/A	Included
31. Safety Coordinator	HR	\$ 30.00
32. On site project manager	HR	\$ 60.00
33. Superintendent	HR	\$ 50.00
34. Equipment (Attach vehicle cost schedule)	N/A	Included
35. Traffic control	HR	\$ 20.00
36. Rapid response crew	CY	\$ 9.95
TOTAL ITEMS 1-36		\$2,025.10

1. HOURLY LABOR, EQUIPMENT AND MATERIAL TOTAL a-nn	\$4,479.37
2. LABOR CATEGORY TOTAL a-f	\$265.00
3. CREW CATEGORY TOTAL a	\$150.00
4. PROJECT SCOPE ITEMS 1-36 TOTAL	\$ 2,025.10
TOTAL COST FOR ITEMS 1-4 (THESE TOTAL COST WILL BE USED FOR RECOMMENDATION OF AWARD OF CONTRACT)	\$177.50

ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS SHALL REMAIN THE SAME. THIS ADDENDUM MUST BE PROVIDED WITH YOUR RESPONSE.

RFP # FY2015-2016-006
DISASTER DEBRIS REMOVAL
AND DISPOSAL SERVICES

CITY OF HALLANDALE BEACH
EXHIBIT I
SCOPE OF WORK

Page 33 of 50

bb.	Skid-steer loader, 1,500 lb operating capacity (w/utility grapple)	\$ 80.00
cc.	Skid-steer loader, 2,500 lb operating capacity (w/utility grapple)	\$ 85.00
dd.	Compact truck loader, 1,500 lb operating capacity (w/utility grapple)	\$ 115.00
ee.	Compact truck loader, 2,500 lb operating capacity (w/utility grapple)	\$ 130.00
ff.	Tub grinder, 800 to 1,000 HP	\$ 325.00
gg.	Hydraulic excavator, 1.5 CY (w/thumb)	\$ 125.00
hh.	Hydraulic excavator, 2.5 CY (w/thumb)	\$ 150.00
ii.	Truck flatbed	\$ 19.00
jj.	Articulated, telescoping scissor lift for tower, 15 hp/37 ft. tilt	\$ 20.37
kk.	Water truck, 2,500 gal (non-potable, dust control and pavement maintenance)	\$ 95.00
ll.	Wheel loader, 3 CY, 152 hp	\$ 70.00
mm.	Wheel loader, 4.0 CY, 200 hp	\$ 125.00
nn.	Wheel loader, 1.5 CY, 95 hp	\$ 105.00
a-nn.	EQUIPMENT WITH OPERATOR GRANT TOTAL PRICE	\$ 4,479.37

	LABOR CATEGORY	HOURLY LABOR RATE
a.	Operations Manager w/cell phone and .5 ton pickup truck	\$ 80.00
b.	Crew foreman w/cell phone and 1 ton equipment, truck w/small tools and miscellaneous supplies in support of crew	\$ 60.00
c.	Tree climber w/chainsaw and gear	\$ 50.00
d.	Laborer w/chainsaw and gear	\$ 25.00
e.	Laborer w/small tools, traffic control or flag person	\$ 20.00
f.	Bonded and certified security personnel	\$ 30.00
a-f	LABOR CATEGORY GRANT TOTAL	\$ 265.00

	CREW CATEGORY	HOURLY LABOR RATE
a.	Wheel loader, 2.5 CY, 950 or similar w/ operator, foreman w/support vehicle and small equipment, laborer w/chain saw, and 2 laborers with small tools	\$ 150.00

RFP # FY2015-2016-006
DISASTER DEBRIS REMOVAL
AND DISPOSAL SERVICES

CITY OF HALLANDALE BEACH
EXHIBIT I
SCOPE OF WORK

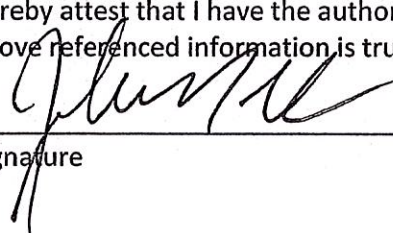
Page 35 of 50

COST PROPOSAL:

I, John Noble, C.O.O.
Name of authorized Officer per Sunbiz Title

of AshBritt, Inc.
Name of Firm as it appears on Sunbiz

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.


Signature

John Noble C.O.O.

Print Name

END OF SECTION