

RESOLUTION NO. 2017-48

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA, RATIFYING AN AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND BCPEABODY, INC. FOR DISASTER DEBRIS MONITORING SERVICES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 5, 2017, the Village of Biscayne Park, through its Mayor, declared a state of emergency; and

WHEREAS, immediately after Hurricane Irma made landfall on the Village of Biscayne Park, there existed post-storm debris and post-storm debris still exists, posing a threat to the public safety, health and welfare; and

WHEREAS, staff reached out to several debris monitoring companies and the only company which responded was BCPeabody, Inc.; and

WHEREAS, in order to efficiently and effectively remove the debris, staff executed the contract with BCPeabody, Inc. to protect the public health, safety and welfare of the Village; and

WHEREAS, the Village Commission finds it to be in the best interests of the Village and its citizens to ratify the Agreement between the Village of Biscayne Park and BC Peabody, Inc. for disaster debris monitoring services, attached hereto and incorporated herein as Exhibit “1”;

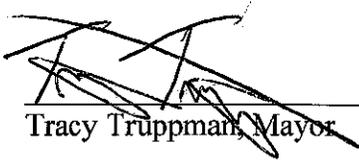
NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND VILLAGE COMMISSION:

Section 1. The Agreement between the Village of Biscayne Park and BCPeabody, Inc. for disaster debris monitoring services, attached hereto and incorporated herein as Exhibit “1”, is hereby ratified.

Section 2. Effective Date. This Resolution shall be effective upon adoption.

PASSED AND ADOPTED this 3rd day of October, 2017.

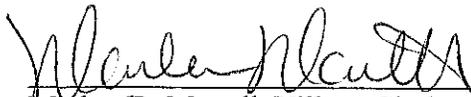
The foregoing resolution upon being put to a vote,
the vote was as follows:



Tracy Truppman, Mayor

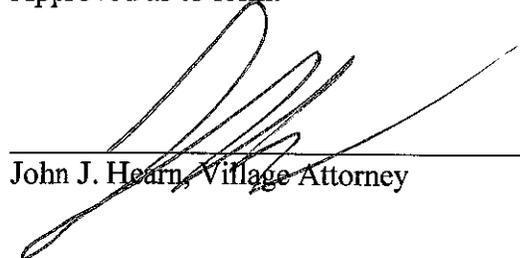
Mayor Truppman: Yes
Vice Mayor Johnson-Sardella: Yes
Commissioner Bilt: Yes
Commissioner Ross: Yes
Commissioner Tudor: Yes

Attest:



Marlen D. Martell, Village Clerk

Approved as to form:



John J. Hearn, Village Attorney

**AGREEMENT BETWEEN THE VILLAGE OF BISCAYNE PARK AND BC PEABODY,
INC. FOR DISASTER DEBRIS MONITORING SERVICES**

THIS AGREEMENT, made and entered into the 12th day of September, 2017,
by and between:

VILLAGE OF BISCAYNE PARK, FLORIDA
a municipal Florida corporation
640 NE 114th Street
Biscayne Park, Florida 33161
(hereinafter referred to as "VILLAGE")

AND

BCPEABODY CONSTRUCTION SERVICES, INC.
a Florida corporation
15445 N. Nebraska Avenue
Lutz, Florida 33549
(hereinafter referred to as "CONTRACTOR")

WHEREAS, on September 5, 2017, the VILLAGE, through its Mayor, declared a state of emergency; and

WHEREAS, there currently exists post-storm debris posing a threat to the public safety, health and welfare; and

WHEREAS, staff recommends that the contract be awarded to CONTRACTOR to protect the public health, safety and welfare of the VILLAGE; and

NOW, THEREFORE, in consideration of the benefits provided by CONTRACTOR to the citizens of Biscayne Park and the covenants and conditions herein expressed and the faithful performance of all such covenants and conditions, the parties agree as follows:

Section 1.

1.01 The above recitals are true and correct and are incorporated herein.

Section 2. TERM AND TIME OF PERFORMANCE

2.01 The initial term of this Agreement shall be effective immediately upon written notice of the VILLAGE or after debris from Hurricane Irma has been removed from the VILLAGE.

2.02 (a) All duties, obligations and of CONTRACTOR required by this Agreement shall be completed no later than the deadlines established by the Contract Administrator. For the

purposes of this Agreement, the Contract Administrator is the Director of Public Works or other individual as designated by the Village Manager's Office. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

(b) The Contract Administrator shall be responsible for coordinating and communicating with the CONTRACTOR and to manage and supervise execution and completion of the Scope of Services as set forth herein and in the respective Task Authorization.

Section 3. SCOPE OF SERVICES

3.01 The CONTRACTOR shall complete the scope of services consistent with business standards of debris monitoring companies. CONTRACTOR has the capability to provide the following to manage the debris monitoring in accordance with FEMA regulations:

- debris hauling vehicle certification
- right-of-way debris collection
- debris management site tower operations
- leaning tree, hanging limb, and hazardous stump removal
- right-of-entry (ROE) administration
- data management
- document management
- hazardous material removal
- damage claim resolution
- disaster recovery monitoring
- progress reporting
- CONTRACTOR invoice reconciliation and payment recommendation

3.02 VILLAGE and CONTRACTOR acknowledge that the scope of services is a description of CONTRACTOR's responsibilities and obligations and is deemed to include preliminary considerations and prerequisites and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical and unconscionable.

3.03 No work shall begin or any costs incurred for any part of the services without an approved Task Authorization, consistent with Exhibit "A". The Task Authorization to be issued by VILLAGE shall define and describe the Scope of Services items in operational terms and will include the maximum amount of compensation to the CONTRACTOR for the completion of the Task Authorization. The Task Authorization must be approved and executed by the VILLAGE's Contract Administrator to be valid.

3.04 Each Task Authorization will designate a lump sum amount or time and expenses method for compensation and the maximum amount to be incurred to the specific tasks authorized by the Task Authorization. All charges shall be in accordance with Section 4.01 of this Agreement.

3.05 Any change in the Scope of Services must be accomplished by a written amendment to this Agreement and executed by both parties.

Section 4. CONSIDERATION

4.01 CONTRACTOR will provide all monitors at \$75 per hour and \$112.50 per hour of overtime. CONTRACTOR will carefully manage and implement a plan to work with the VILLAGE's debris removal contractors and ensure that all work is done in compliance to receive public assistance funds.

4.02 Method of Billing and Payment.

(a) CONTRACTOR shall submit invoices for compensation to the VILLAGE's Contract Administrator for completed services on a monthly basis. Invoices shall be submitted no later than the 15th day of the month for services rendered during the prior month. Invoices shall clearly designate the services performed in accordance with the applicable Task Authorization.

(b) VILLAGE will make its best efforts to pay CONTRACTOR within twenty-one (21) calendar days of receipt of proper invoice the total shown to be due on such invoice. All payments for services are subject to the applicable Task Authorization; however, under no circumstances will costs that exceed reimbursable limits acceptable to the Federal Emergency Management Agency (FEMA) be proposed or approved in a Task Authorization, unless otherwise approved by VILLAGE. All invoices must comply with the requirements of this Agreement and must be submitted on a form that is acceptable to VILLAGE. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

(c) Services under a Task Authorization shall not exceed the approved amount. Should an additional amount be required, the CONTRACTOR acknowledges that in accordance with Section 2-305.1 (2) of the VILLAGE Code, the Village Manager has the authority to make emergency procurements where the costs exceed forty thousand dollars when there is a clear and present threat to public health, property, welfare, safety, and other substantial loss to the VILLAGE; however, the Village Commission must be notified after the fact of any emergency procurement in excess of forty thousand dollars.

4.03 Notwithstanding any provision of this Agreement to the contrary, VILLAGE may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONTRACTOR or failure to comply with this Agreement. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to the Contract Administrator, payment may be made. The amount withheld shall not be subject to payment of interest by VILLAGE.

4.04 Payment to CONTRACTOR shall be made payable to CONTRACTOR and sent to:

BCPeabody Construction Services, Inc.

15445 N. Nebraska Avenue
Lutz, Florida 33549

Section 5. DUTIES AND RESPONSIBILITIES OF VILLAGE

5.01 The VILLAGE shall issue Task Authorizations as required in accordance with this Agreement, together with the applicable purchase orders.

5.02 VILLAGE shall be responsible for scheduling and coordinating all required meetings with the applicable personnel, including any other VILLAGE Contractors.

5.03 The VILLAGE shall designate the applicable Contract Administrator for each designated event and notify CONTRACTOR in writing.

5.04 Other assistance as may be required in assisting CONTRACTOR to complete the required scope of services.

Section 6. INSURANCE

6.01 CONTRACTOR shall provide VILLAGE with certificates of all insurance policies providing coverage as required.

6.02 The CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full period of the agreement a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(a) **Worker's Compensation and Employer's Liability Insurance** for all employees of the CONTRACTOR engaged in work under the Agreement in accordance with the laws of the State of Florida. The CONTRACTOR shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(b) **Comprehensive General Liability Insurance** with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$1,000,000.00 Combined Single Limit, Bodily
Injury and Property Damage

Liability per occurrence

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted; and

(c) **Comprehensive Automobile Liability Insurance** for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the work with the following minimum limits of liability:

Injury and Property Damage
Liability per occurrence

6.03 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE VILLAGE OF BISCAYNE PARK IS AN ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE AGREEMENT. INSURANCE Companies selected must be acceptable to VILLAGE. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to VILLAGE by certified mail.

6.04 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

6.05 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against VILLAGE with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.

6.06 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against VILLAGE for payment or assessments in any form on any policy of insurance.

6.07 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which VILLAGE is named as an additional named insured shall not apply to VILLAGE. VILLAGE shall provide written

notice of occurrence within fifteen (15) working days of VILLAGE'S actual notice of such an event.

6.08 The CONTRACTOR shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.

6.09 The CONTRACTOR agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of VILLAGE.

6.10 Violation of the terms of this paragraph and its sub-parts shall constitute a breach of the Contract and VILLAGE, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

Section 7. INDEMNIFICATION

7.01 GENERAL INDEMNIFICATION: The CONTRACTOR shall indemnify, defend, save and hold harmless the VILLAGE, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the negligent acts, errors or omissions furnished by or operations of the CONTRACTOR or his subcontractors, agents, officers, employees or independent contractors pursuant to the Agreement, specifically including but not limited to those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or his subcontractors, agents, servants or employees in the provision of the services under the Agreement.

7.02 The CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

7.03 VILLAGE reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive VILLAGE's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

7.04 PATENT AND COPYRIGHT INDEMNIFICATION: The CONTRACTOR agrees to indemnify, defend, save and hold harmless the VILLAGE, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Agreement.

Section 8. TERMINATION

8.01 **TERMINATION FOR CAUSE AND DEFAULT:** In the event CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions of the Proposal documents,

VILLAGE shall give written notice by certified mail, return receipt requested to CONTRACTOR of default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event CONTRACTOR has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of VILLAGE, VILLAGE shall have all legal remedies available to it, including, but not limited to termination of this Agreement in which case the CONTRACTOR shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

8.02 TERMINATION FOR CONVENIENCE OF VILLAGE: Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, VILLAGE may without cause and without prejudice to any other right or remedy, terminate the agreement for VILLAGE's convenience whenever VILLAGE determines that such termination is in the best interests of VILLAGE. Where the agreement is terminated for the convenience of VILLAGE, the notice of termination to CONTRACTOR must state that the Contract is being terminated for the convenience of VILLAGE under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

Section 9. RECORDS AND AUDIT

VILLAGE reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by VILLAGE. If required by VILLAGE, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by VILLAGE. CONTRACTOR shall allow VILLAGE to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

9.01 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE VILLAGE OF BISCAYNE PARK, MARLEN MARTELL, VILLAGE CLERK, 640 NE 114TH STREET, BISCAYNE PARK, FLORIDA 33161, villageclerk@biscayneparkfl.gov, TELEPHONE NUMBER (305) 899-8000.

9.02 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by VILLAGE to perform the service.
- (2) Upon request from VILLAGE'S custodian of public records, provide VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or VILLAGE policy.
- (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 contract term and following completion of the contract if CONTRACTOR does not transfer the records to VILLAGE.
- (4) Upon completion of the contract, transfer, at no cost, to VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by VILLAGE to perform the service. If CONTRACTOR transfers all public records to VILLAGE upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to VILLAGE, upon request from VILLAGE'S custodian of public records, in a format that is compatible with the information technology systems of VILLAGE.

REQUEST FOR NONCOMPLIANCE

- (a) A request to inspect or copy public records relating to a VILLAGE'S contract for services must be made directly to VILLAGE. If VILLAGE does not possess the requested records, VILLAGE shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to VILLAGE or allow the records to be inspected or copied within a reasonable amount of time.
- (b) If CONTRACTOR does not comply with VILLAGE'S request for records, VILLAGE shall enforce the contract provisions in accordance with the contract.
- (c) Any CONTRACTOR who fails to provide the public records to VILLAGE within a reasonable time may be subject to penalties under Section 119.10.

CIVIL ACTION

(a) If a civil action is filed against CONTRACTOR to compel production of public records relating to a VILLAGE'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement, including reasonable attorney fees, if:

(1) The court determines that CONTRACTOR unlawfully refused to comply with the public records request within a reasonable time; and

(2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that CONTRACTOR has not complied with the request, to VILLAGE and to CONTRACTOR.

(b) A notice complies with subparagraph (a)2. if it is sent to VILLAGE'S custodian of public records and to CONTRACTOR at CONTRACTOR'S address listed on its contract with VILLAGE or to CONTRACTOR'S registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) Any CONTRACTOR who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 10. INDEPENDENT CONTRACTOR

10.01 It is understood and agreed that CONTRACTOR is and shall remain an independent contractor with respect to the services being performed by CONTRACTOR pursuant to this Agreement and shall not, for any purpose, be deemed an employee of VILLAGE.

Section 11. CONFLICT OF INTEREST

11.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with VILLAGE. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to VILLAGE.

11.02 CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the Village of Biscayne Park, Miami-Dade County and the State of Florida, Chapter 112, Florida Statutes (1995), as amended, and agrees that it will fully comply in all respects with the terms of said laws.

11.03 CONTRACTOR warrants that it has not employed or retained any person employed by VILLAGE to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed

to pay, any public official or person employed by VILLAGE any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

Section 12. ASSIGNMENT

12.01 CONTRACTOR shall not assign, transfer or subject the Agreement or its rights, title or interests or obligations therein without VILLAGE'S prior written approval.

12.02 Violation of the terms of this paragraph shall constitute a breach of this Agreement by CONTRACTOR and VILLAGE may, at its discretion, cancel this Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

Section 13. COMPLIANCE WITH LAWS

13.01 CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, Village of Biscayne Park and of any other public authority which may be applicable to this Agreement.

Section 14. VENUE

14.01 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

Section 15. GOVERNING LAW

15.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Section 16. INSOLVENCY

16.01 In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

Section 17. ENTIRE AGREEMENT

17.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of

the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 18. SEVERABILITY

18.01 Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 19. NOTICES

19.01 All notices and other communications required or permitted under this Agreement shall be in writing and given by:

19.02 hand delivery

19.03 registered or certified mail, return receipt requested;

19.04 overnight courier, or

facsimile to:

VILLAGE:

Krishan Manners, Village Manager
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, Florida 33161

COPY TO:

John J. Hearn, Village Attorney
1001 NW 119th Avenue
Coral Springs, Florida 33071

CONTRACTOR:

Kevin Osborne, Executive Vice President
BCPeabody Construction Services, Inc.
15445 N. Nebraska Avenue, Suite 100
Lutz, Florida 33549

19.06 or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered:

19.06.1 on the date delivered if by personal delivery or overnight courier, or

19.06.2 on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and

19.06.3 on the date of transmission with confirmed answer back if by fax.

20. WARRANTIES

20.01 CONTRACTOR warrants to VILLAGE that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

20.02 CONTRACTOR warrants to VILLAGE that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

20.03 All warranties made by CONTRACTOR together with service warranties and guarantees shall run to VILLAGE and the successors and assigns of VILLAGE.

21. NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

21.01 During the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must include, but not be limited to, the following: 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. The CONTRACTOR(s) shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

22. PERMITS, FEES AND NOTICES

22.01 CONTRACTOR shall secure all permits and fees, licenses and charges necessary for the proper execution and completion of the work. The costs of all permits, fees, licenses and charges shall be included in the price except where expressly noted in the specifications requirement.

Section 23. PERFORMANCE MEASURES

23.01 CONTRACTOR shall comply with the Equal Employment Opportunity and other federal requirements as outlined in Exhibit "B".

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EXHIBIT "A"

TASK AUTHORIZATION FORM

DISASTER DEBRIS MONITORING SERVICES

TASK AUTHORIZATION NO. 17-001

This Task Authorization is issued between the Village of Biscayne Park and BC Peabody, Inc., as required pursuant to the Agreement for Disaster Debris Monitoring Services approved by the Village Commission on Oct. 3, 2017.

This Task Authorization provides for services in accordance with Section 3.01 and further detailed in the Scope of Work below.

Payment(s) for such service shall be in accordance with the Agreement. Total costs for this Task Authorization shall not exceed \$ 125,000.00.

SCOPE OF WORK:

- MONITOR REMOVAL OF ALL DEBRIS RESULTING FROM HURRICANE IRMA.
- PROVIDE ALL INFORMATION REQUIRED FOR REIMBURSEMENT BY FEMA FOR DEBRIS REMOVAL AND MONITORING.

Time is of the essence and work for this Task Authorization must be completed prior to 10/30/17.

Village of Biscayne Park

BC Peabody, Inc.

BY: [Signature]
Print Name: KENNEDY MONTGOMERY
Title: VILLAGE MANAGER
Date: 9/12/17

BY: [Signature]
Print Name: Karin Osborne
Title: Executive VP
Date: 10/5/2017

Exhibit "B"

Equal Employment Opportunity. CONTRACTOR hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant to participate is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will

otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

Contract Work Hours and Safety Standards Act. CONTRACTOR shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR 5).

Clean Air Act and the Federal Water Pollution Control Act. CONTRACTOR agrees to comply with the provisions of all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Procurement of Recovered Materials. CONTRACTOR shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.