

## GRANTS AND CONTRACTS - TRANSMITTAL MEMO

---

Date: **October 6, 2016**

From: Purchasing/Contracts

To: Sally Palmi

CONTRACT #: 10045

VENDOR: Witt O'Brian, LLC

DESCRIPTION: #10045 Agreement for Monitoring of Disaster Debris Recovery Activities

APPROVED BY: BoCC

APPROVAL DATE: 20161004

Received On: 20161005

TERM START 20161001

TERM END 20230930

AMOUNT: Rate based, NTE \$2,000,000.00

ACCOUNT: 148-0440-590.99-20

ENCUMBRANCE #

RFP/BID # 17-74

ACTIONS  
REQUIRED Please forward a copy to the vendor & retain a copy for your files.  
One of two originals sent to

copy to: F&A  
Risk  
Purchasing  
File

---

GRANTS AND CONTRACTS - TRANSMITTAL MEMO

Date: October 6, 1978

To: National Council

From: Sally P. ...

1001

CONTRACT #

VEPBOG

DI R. ...

APPROVED BY

APPROVAL DATE

Received On

TEK START

TEK END

AMOUNT: \$2,000,000.00

ACCOUNT #

EXT. VIB. ...

REMOVED

ACTION: ...

REMOVED

copy to

10/11

10/11

10/11

**AGREEMENT FOR CONTRACTUAL SERVICES BETWEEN ALACHUA COUNTY  
AND WITT O'BRIAN, LLC, FOR MONITORING OF DISASTER DEBRIS  
RECOVERY ACTIVITIES**

This Agreement is entered into this 4<sup>th</sup> day of October, 2016 between Alachua County, a charter county and political subdivision of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and **Witt O'Brien's, LLC**, doing business at **1201 15<sup>th</sup> Street, NW, Suite 600, Washington, DC, 20005** hereinafter referred to as "Contractor."

**WITNESSETH**

**Whereas**, the County desires to employ the Contractor to provide **Monitoring of Disaster Debris Recovery Activities**; and,

**Whereas**, the Contractor is qualified to provide these services,

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

1. **Term**. This agreement is effective for 7 year(s) beginning October 1, 2016 and continuing through September 30, 2023 unless earlier terminated as provided herein. The County has the option of renewing this Agreement for 2 additional 6 year periods at the same terms and conditions outlined herein.

The County's performance and obligation to pay under this agreement is contingent upon a specific annual appropriation by the Board of County Commissioners. The parties hereto understand that this Agreement is not a commitment of future appropriations.

2. **Duties of the Contractor**. The Contractor shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Attachment "A."**
3. **Representations and Warranties**. By executing this Agreement, the Contractor makes the following express representations and warranties:
  - 3.1. The Contractor is a professional qualified to perform the services described.
  - 3.2. The Contractor warrants all the work performed by the Contractor is adequate and sufficient to meet the requirements and accomplish the purposes of the agreement.
  - 3.3. The Contractor acknowledges that the County's review of the work performed in no way diminishes the Contractor's warranty pertaining to the work performed.
4. **Method of Payment**. For all services actually, timely and faithfully performed, the Contractor will be paid as follows:

4.1. The Contractor shall be paid a sum not to exceed \$ 2,000,000.00, for the initial term of the Agreement, allocated in the following manner: see Attachment "A."

4.2. As a condition precedent for any payment, the Contractor shall submit monthly, an invoice to the County requesting payment for services properly rendered and expenses due. The Contractor's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if such services were rendered pursuant to a fee and the person(s) rendering such service. The Contractor's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. Each invoice shall constitute the Contractor's representation to the County that the services indicated in the invoice have reached the level stated, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all services provided have served a public purpose, that all obligations of the Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Contractor that payment of any portion thereof should be withheld. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants, incurred in connection with the Project, will be paid in full. The Contractor shall submit invoices to the County at the following address:

Alachua County Solid Waste & Resource Recovery Department  
ATTN: Sally Palmi  
5620 NW 120<sup>th</sup> Lane  
Gainesville, FL 32653

4.3. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act") to:

Witt O'Brien's LLC  
1201 15<sup>th</sup> Street, NW, Suite 600  
Washington, DC, 20005

4.4. Reimbursable expenses will be paid by the County to the Contractor for the following services or costs outlined below. The Contractor will invoice for reimbursable services or costs on a monthly basis. Amounts invoiced for reimbursement shall include back-up documentation. Any reimbursement for travel expenses will be in accordance with Section 112.061, Florida Statutes

4.4.1. Expenses for travel when traveling in connection with the Project, based on §112.061(7) and (8), Florida Statutes, or their successor and with the prior approval of the County.

4.4.2. Fees paid for securing approval of authorities having jurisdiction over the Project.

4.4.3. Actual expense of reproductions, postage and handling of drawings and

specifications.

4.4.4. If authorized in writing in advance by the County, the cost of other expenditures made by the Contractor in the interest of the Project provided such expenditures are in accordance with the Scope of Services and Work Order as approved by the County.

4.4 No Additional reimbursable expenses will be paid under this Agreement.

5. **Alachua County Minimum Wage:** Services rendered through this Agreement are considered covered services under Chapter 22, Article III, of the Alachua County Code of Ordinances (“Wage Ordinance”), which establishes a government minimum wage for certain contractors and subcontractors providing selected services to Alachua County government.

5.1. Current required Alachua County Government Minimum Wage is \$12.00 per hour when health benefits are provided at the equivalent value of \$1.57 per hour

5.2. Current required Alachua County Minimum Wage is \$13.57 when health benefits are not provided.

5.3. The Contractor must provide certification, **Attachment D**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as well as ensuring that it will require the same of its subcontractors throughout the duration of the Agreement

5.4. The Contractor shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Contractor is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements

5.5. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, F.S

5.6. The Contractor will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the contractor and subcontractor

6. **Duties of the County.** The County shall have and perform the duties, obligations, and responsibilities to the Contractor as provided in **Attachment “B”**

7. **Notice.** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, Contractor’s and County representative are:

County:

Sally Palmi, Director  
Solid Waste and Resource Recovery  
5620 N.W. 120<sup>th</sup> Lane  
Gainesville, Florida 32653

Contractor:

Witt O'Brien's, LLC  
1201 15<sup>th</sup> Street, NW, Suite 600  
Washington, DC 20005  
ATTN: Ryan Booth

A copy of any notice, request or approval to the County must also be sent to:

J. K. Irby		Procurement Division
Clerk of the Court		12 SE 1 <sup>st</sup> Street
12 SE 1 <sup>st</sup> Street	and	Gainesville, Florida 32601
Gainesville, FL 32602		ATTN: Contracts/Grants
ATTN: Finance and Accounting		

## **8. Default and Termination.**

- 8.1. The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the County will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Contractor seven (7) days to cure the default. The Director of the Alachua County Solid Waste & Resource Recovery Department, or his/her designee, is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the Director of the Alachua County Solid Waste & Resource Recovery Department, or his/her designee, is authorized to provide final termination notice on behalf of the County to the Contractor.
- 8.2. The County may also terminate the Agreement without cause by providing written notice to the Contractor. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Contractor will immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Agreement amount earned through the date of termination, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the work not performed.
- 8.3. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than twenty-four hours' notice in writing to the Contractor. The County will be the final authority as to the availability of funds. The County will pay the Contractor for all work completed prior to any notice of termination.

**9. Project Records.**

- 9.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.
- 9.2. In accordance with Section 119.0701, Florida Statutes, the Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service in this Agreement as provided by the General Record Schedule established by the Department of State. The Contractor shall keep and make available to the County for inspection and copying, upon written request by the County, all public records in Contractor's possession relating to this Agreement. The Contractor shall provide the public with access to public records on the same terms and conditions that the County would provide the public records, unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 9.3. During the term of this Agreement or license, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."
- 9.4. The County shall promptly notify the Contractor in writing of any request received by the County for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Contractor releases County from claims or damages related to disclosure by County.

- 9.5. In the event this Agreement is terminated, the Contractor shall meet the requirements of Chapter 119, Florida Statutes, for retaining public records and transfer, at no cost, to the County all public records in possession of the Contractor upon the termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically shall be provided to the County in a format that is compatible with the information technology systems of the County.
- 9.6. If Contractor refuses to perform its duties under this section within 14 calendar days of notification by County that a demand has been made to disclose Contractor's CI, then Contractor waives its claim that any of its information is CI, and releases County from claims or damages related to the subsequent disclosure by County and the County shall enforce, in accordance with the Agreement, the provisions of this Agreement.
10. **Insurance**. The Contractor will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Attachment "C"**. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit "1"**
11. **Permits**. The Contractor will obtain and pay for all necessary permits, permit application fees, licenses, or any fees required.
12. **Laws & Regulations**. The Contractor will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this Agreement. The Contractor is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this Agreement. If the Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.
13. **Indemnification**
- 13.1. The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related



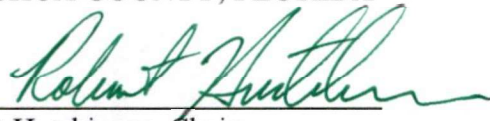
thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Contractor.

- 13.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.
14. **Assignment of Interest.** The Contractor and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Contractor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.
15. **Successors and Assigns.** The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
16. **Independent Contractor.** In the performance of this Agreement, the Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by the Contractor in the full performance of the agreement.
17. **Collusion.** By signing this Agreement, the Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.
18. **Conflict of Interest.** The Contractor warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
19. **Third Party Beneficiaries.** This agreement does not create any relationship with, or any rights in favor of, any third party.
20. **Severability.** If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect
21. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

22. **Governing Law and Venue.** This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.
23. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.
24. **Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.
25. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
26. **Construction.** This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.
27. **Counterparts.** This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument
28. **Entire Agreement.** This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

**ALACHUA COUNTY, FLORIDA**

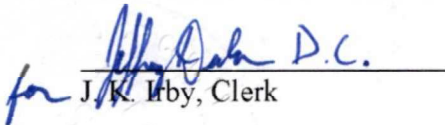
By: 

Robert Hutchinson, Chair  
Board of County Commissioners

Date: 10-5-16

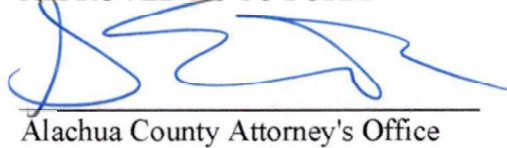
**IF CONTRACT IS LESS THAN \$50,000 CAN BE  
SIGNED BY COUNTY MANAGER**

ATTEST:


 J.K. Irby, Clerk

(SEAL)

APPROVED AS TO FORM

  
Alachua County Attorney's Office

ATTEST (By Corporate Officer)

By: 

Print: Tim Whipple

Title: CEO

**PROFESSIONAL**

By: 

Print: Greg Fenton

Title: Sr. Vice President, Operations

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

## ATTACHMENT A: SCOPE OF SERVICES

- 1.1 **General**
- 1.1.1 Provider shall provide all trained labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the monitoring of the debris removal contractor and his subcontractors as directed by the County. This task of the scope of service shall be commenced within the first twenty-four (+/-) hours after post-event mobilization.
  - 1.1.2 Provider shall provide all trained labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the operation of any and all sites designated by the County as temporary storage sites. This task of the scope of service shall be commenced within the first twenty-four (+/-) hours after post-event mobilization or when deemed necessary by the County.
  - 1.1.3 At a minimum, Provider's team shall consist of the following positions:
    - 1.1.3.1 Project Manager: primary point-of-contact to the County and overall responsible for all provider services and personnel.
    - 1.1.3.2 Operations Manager: responsible for field monitoring operations.
    - 1.1.3.3 Field Supervisor: responsible for crews of Field Monitors.
    - 1.1.3.4 Field Monitor: responsible for overseeing debris recovery contractor's compliance and issuing load tickets.
    - 1.1.3.5 Tower Monitor: responsible for recording the volume of debris brought to a debris disposal site by a debris recovery contractor.
    - 1.1.3.6 Drop-off Site Monitor: responsible for determining the eligibility of participants at drop-off sites and issuing load tickets to the debris recovery contractor.
    - 1.1.3.7 Billing/Invoice/Data Entry Tracking: verification and entering of load tickets.
    - 1.1.3.8 Debris Site Security: provides security at debris disposal and public drop-off sites when sites are not open.
    - 1.1.3.9 All members of the provider's team shall have obtained the appropriate level of the Federal Emergency Management Agency's National Incident Management Certification and copies of all certifications shall be supplied to the County.
  - 1.1.4 Provider shall equip all members of their team with cellular phones with Global Positioning System capabilities such that:
    - 1.1.4.1 All members of the contractor's assigned staff can be located real time via an online GIS application provided to the County by the Provider.
    - 1.1.4.2 County will be automatically updated by the online GIS application if any members of the Provider's team and contractor's staff cross into pre-set areas not under the purview of the County.
    - 1.1.4.3 Provider team members' location for each day can be traced and saved into an electronic report provided to or accessible by the County at least daily.
    - 1.1.4.4 All members of the team can use their provided cellular phone to obtain present time coordinates for reports and ticket writing.
  - 1.1.5 Provider shall be responsible for scheduling all work for all their personnel on a daily basis. Provider shall also assist County in coordinating the work assignments for the debris recovery contractors.
  - 1.1.6 Provider shall assign an Operations Manager to oversee each debris recovery contractor that is employed by the County.
  - 1.1.7 Any FEMA reimbursements for eligible expenses normally due to County that are denied by FEMA due to documented errors or omissions by the Provider or for which the Provider is responsible related to the debris removal process and any related operational or administrative functions will be reimbursed by Provider to the County at the rate that FEMA would have reimbursed the County had such errors or omissions not occurred.
  - 1.1.8 Should the Provider fail to respond within the specified time frame Provider shall be responsible for any increase in costs incurred by the County in securing services with the specified time frame from alternate providers.
  - 1.1.9 Provider's Project Manager shall assist the County in developing a Debris Management

- Action Plan for the specific occurrence.
- 1.1.10 Provider shall prepare and submit operational reports throughout the duration of the recovery operations. Daily reports shall document the activities and progress from the previous day and shall be distributed at a daily briefing and to the designated County representative. Provider shall also communicate any short or long term problems. Weekly reports shall document the review and validation of debris recovery contractors' load tickets; these reports shall be submitted to the designated County representative prior to submitting invoices for payment.
  - 1.1.11 Provider shall prepare a final report to be submitted to a distribution list as established by the County within 30 days of completion of the debris recovery operation. Electronic copies in a format acceptable to the County will be provided. At a minimum, the following information will be included in the final report:
    - 1.1.11.1 A summary and discussion of disaster response requirements and results.
    - 1.1.11.2 Copies of manifests, certificates, and related documents.
    - 1.1.11.3 Copies of all load tickets, log books, photographs.
    - 1.1.11.4 Copies of all correspondence, conversations and meeting notes.
  - 1.1.12 As specified in section 200.318(j) of the Code of Federal Regulations, this contract shall have a ceiling price of one million two hundred thousand (1,200,000) dollars per week. Provider shall be responsible for all weekly expenses that exceed the ceiling amount.
  - 1.1.13 The County Contract Manager shall be the Solid Waste and Resource Recovery Director or his/her designee.

1.2 **Field Monitoring**

- 1.2.1 Upon issuance of a Notice to Proceed by the County, the contractor shall provide the following debris management services, primarily on a dawn-to-dusk, 7 day per week basis, as directed by the County. Note: the Project Manager or his/her designee must be reachable 24 hours a day. The provider shall be available to conduct debris monitoring activities at any time that debris removal is taking place.
- 1.2.2 Provider shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the monitoring of the debris removal contractor and his subcontractors as directed by the County. This is to include sets of vehicle scales with a minimum capacity of 20,000 pounds per pad (each scale must be able to handle 20,000 pounds) and/or towers at each disposal site for personnel to verify volume contained in each arriving vehicle.
- 1.2.3 Provider shall issue weight and/or volume based tickets to all debris removal contractor and sub-contractor vehicles at the collection site. Debris removal contractor and sub-contractor shall take two copies to the disposal site while Provider shall keep two copies as well, one of which is to be handed over to the County within twenty-four hours of issuance. All tickets shall contain the following information: FEMA disaster number, if applicable source and location of waste collected, date and time weighed, material collected, gross weight of vehicle or estimated net volume of material hauled by the vehicle, name of driver operating vehicle, name of monitor weighing or estimating vehicle cargo, debris removal fleet number of vehicle hauling debris as assigned by the County. All tickets issued at the collection site shall have a unique number between 1 and 99,999 and shall be issued in sequential order starting at 1. Tickets must meet minimum FEMA requirements.
- 1.2.4 Contractor shall issue different colored tickets for recognized ineligible debris collected at the request of the County.
- 1.2.5 Provider shall ensure that only debris qualifying for emergency funding under the Federal Emergency Management Agency is collected.
- 1.2.6 Provider shall ensure that the collection crew(s) assigned to specific area(s) remain confined to that assigned area until all collections are completed to the satisfaction of the County.
- 1.2.7 Provider shall ensure collection completion of each assigned area prior to providing a crew a new area as assigned by the County.
- 1.2.8 Provider shall keep accurate records of areas collected, dates of each collection pass,

identity of crew(s) that collected in the area. All records of collected areas shall also be plotted on a map provided by the County.

- 1.2.9 Provider shall survey assigned areas for special needs and record information to be provided to the County on the following: location and size of tree stumps, hazardous trees, and other potential problems.
- 1.2.10 Provider shall ensure that the same crew from the debris removal contractor or his subcontractors collects debris in the same area each collection pass if possible.
- 1.2.11 Provider shall ensure that debris removal contractor and his sub-contractors do not exceed the daily start and stop times imposed by the County.
- 1.2.12 Provider shall ensure that the debris recovery contractors or their subcontractors have not substituted or modified debris recovery equipment.
- 1.2.13 Provider shall be responsible for verifying the proper loading and compaction of debris into the debris recovery contractor's equipment.
- 1.2.14 Provider shall document all physical (property, personal or vehicle) damages reported, be they alleged or confirmed, and notify County within one business day of occurrence or discovery.

### 1.3 **Temporary Storage Sites**

- 1.3.1 Provider shall provide all trained and qualified labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the operation of all sites designated by the County as temporary storage sites. This is to include vehicle scales with a minimum maximum capacity of 120,000 lbs. at all designated temporary storage sites and/or towers for volume estimation.
- 1.3.2 Provider shall issue weight and/or volume based tickets to all contractor and sub-contractor vehicles disposing at all temporary storage sites. A copy shall be provided to the driver of the vehicle who in turn shall provide a copy of the ticket issued at the collection site. The ticket issued at the disposal site shall contain the following information: FEMA disaster number, name of temporary disposal site as assigned by County (if applicable), date and time weighed, gross weight of vehicle or estimated cargo volume, name of driver operating vehicle, type of debris, number of the ticket given at collection site, debris removal fleet number of vehicle hauling debris as assigned by the County. All tickets issued at the collection site shall have a unique number between 1 and 99,999 and shall be issued in sequential order starting at 1. All tickets disbursed shall meet FEMA ticket requirements. All measurements must comply with FEMA standards.
- 1.3.3 Provider shall be responsible for end of day activities such as closing and securing debris disposal and public debris drop-off sites as directed by the County.
- 1.3.4 Provider shall be responsible for assuring that all debris recovery contractors have unloaded all their vehicles of debris and ceased operations for the day by the cessation time designated by the County.
- 1.3.5 Provider shall ensure that at each and every site designated as a temporary storage site by County all debris is pushed and compacted into safe manageable piles by equipment deemed appropriate for the job as designated by County. Provider shall make a good faith effort to keep accumulated debris at temporary storage sites free of dirt and other contaminants.
- 1.3.6 All fleet vehicles of debris removal Contractor and sub-contractors shall be initially assigned a unique fleet number which shall be matched with the Vehicle Identification number (VIN) along with either
  - 1.3.6.1 Tare weight measured with the fuel tank at 50% capacity, or
  - 1.3.6.2 Volume of cargo space rounded out to the nearest cubic yard
  - 1.3.6.3 All removable devices such as trailers shall be included in the tare weight or cargo volume and the fleet number shall be followed by the letter 'T' to indicate that tare weight or cargo volume includes a trailer or other removable device. This is so the monitors can verify the presence of said removable device prior to the assignment of a final gross weight or cargo volume percentage estimate on tickets.

- 1.3.7 Provider shall ensure that all vehicles disposing of waste at all temporary sites designated by County are eligible to do so in that they not only belong to the debris removal contractor or his sub-contractors but that they have been properly registered (see section 4). It shall be the responsibility of Provider to inform vehicles of ineligible status and inform them of how to manage their debris.
- 1.3.8 Provider shall ensure that all drivers, whether employed by Provider or debris collection Contractor and/or sub-contractors, possess a valid, current Driver's License for the type or types of vehicles operated.
- 1.3.9 Provider shall provide a minimum of two debris site monitors per public debris drop-off site who shall be responsible for verifying the eligibility of the debris, recording on load ticket the address of the origin of the eligible load, recording the type and quantity of debris, license plate of the vehicle.
- 1.3.10 Provider shall provide a minimum of two debris site tower monitors per debris disposal or public debris drop-off site. All tower monitors shall record the volume or weight of debris brought to the site by the debris recovery contractors on tickets as specified in section 4.2 above. Tower monitors shall also provide photographic records of incoming loads if and as suggested and directed by the County. Tower monitors shall be responsible for collecting all load tickets at the end of the day and providing them to County designated personnel. Tower monitors shall also be responsible for verifying that all debris contractors' equipment has been completely emptied prior to leaving disposal facility.
- 1.3.11 Provider shall ensure that no unauthorized vehicles dispose of waste at any temporary site designated by County. Authorizing any ineligible vehicle to dispose of any waste at a temporary site designated by County shall result in penalties for each incident:
  - 1.3.11.1 In the case of weighed loads, that penalty shall be calculated at a rate of \$11.50/ton.
  - 1.3.11.2 In the case of volume measured loads, that penalty shall be calculated using a ratio of 125 pounds per cubic yard.
- 1.3.12 Provider shall maintain on a current basis, and report at least weekly to the County, the debris removal contractor and sub-contractor fleet vehicle database which shall include the following information: unique fleet number, VIN, vehicle make and type, vehicle color, license plate, tare weight and/or maximum cargo volume.
- 1.3.13 Provider shall ensure that all temporary disposal sites open and close at the times designated by County.
- 1.3.14 Provider shall provide 24/7 security for all temporary staging and disposal sites to ensure that
  - 1.3.14.1 All stored equipment is protected from theft, vandalism or any other harm.
  - 1.3.14.2 No vehicle dumps any material at the facility outside of operating hours.
  - 1.3.14.3 No individual(s), authorized or not, other than authorized County personnel may access the facility outside of operating hours.
  - 1.3.14.4 Protect all property and individuals on site.
  - 1.3.14.5 No material is hauled from the facility without proper authorization.
  - 1.3.14.6 Stored materials are protected from elements natural and/or human, including but not exclusive to combustion.
  - 1.3.14.7 Any other duties as assigned by the County.

POSITION	S/hr	S/10 hr day	S/12 hr day
Project Manager	\$69.00	\$690.00	\$828.00
Operations Manager	\$55.00	\$550.00	\$660.00
Field Supervisor	\$48.00	\$480.00	\$576.00
Field Monitor	\$32.50	\$325.00	\$390.00
Tower Monitor	\$32.50	\$325.00	\$390.00
Drop-off Site Monitor	\$32.50	\$325.00	\$390.00
Billing/Invoice/Data Entry Tracking	\$55.00	\$550.00	\$660.00
Debris Site Security	\$48.00	\$480.00	\$576.00

EQUIPMENT	S/day	S/week	S/month
Lift tower	\$129.00	\$299.00	\$449.00
Portable scale (20,000lb min. capacity)	(note 1)	(note 1)	(note 1)
Monitoring vehicle (Midsized or smaller per Avis)	\$52.00	\$299.00	\$749.00
Portable generator with lights	\$105.00	\$385.00	\$780.00
Digital camera	\$0.00	\$0.00	\$0.00
Laptop computer	\$0.00	\$0.00	\$0.00
	S/day	S/month	
Cellular phone with GPS capabilities	\$0.00	\$0.00	
Staff lodging per person per diem per FS 112.061	\$80.00	\$2,400.00	
Food per diem per person per diem per FS 112.61	\$36.00	\$1,080.00	
	S/unit		
Operating license for GIS application (per County computer)	\$0.00		
Load ticket (box of 10,000)	\$0.00		

**Note 1:** Equipment rates are estimated based on an initial survey of local area rental rates and may change. Witt O'Brien's will pursue the lowest price and bill the County directly with no markup for equipment



**ATTACHMENT B: DUTIES OF THE COUNTY**

**County shall request services and pay for services rendered by the Contractor**

## **ATTACHMENT C: INSURANCE REQUIREMENTS**

### **TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"**

**The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.**

#### **COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

#### **AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

#### **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

#### **BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)**

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

#### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

##### **I Commercial General Liability and Automobile Liability Coverages**

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

##### **II All Coverages**

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a Ten (10) day notice of cancellation for non-payment of premium and a Thirty (30) day notice of cancellation/non-renewal for all other causes. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

**SUBCONTRACTORS**

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

**CERTIFICATE HOLDER:**

**Alachua County Board of County Commissioners**

**MAIL, EMAIL or FAX CERTIFICATES TO:**

**Risk Management**

12 SE 1<sup>st</sup> Street, 3<sup>rd</sup> Floor

Gainesville, FL 32601

[dryon@alachuacounty.us](mailto:dryon@alachuacounty.us)

Phone: 352-374-5297

Fax: 352-381-0168

Attn: Darlene Ryon

**EXHIBIT 1: CERTIFICATE OF INSURANCE**


**ATTACHMENT D: Certification of Meeting Alachua County Wage Ordinance**

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article III of the Alachua County Code of Ordinance ("Wage Ordinance").

Corporate Name: Witt O'Brien's LLC  
Address 1201 15th Street NW, Suite 600  
City/State/Zip Washington, DC 20005  
Phone Number 202-585-0780  
Point of Contact Christine Hassis

Project Description:

  
ATTEST (By Corporate Officer)  
By: \_\_\_\_\_  
Print: Tim Whipple  
Title: CEO

**CONTRACTOR**  
  
By: \_\_\_\_\_  
Print: Greg Fenton  
Title: Sr. Vice President, Operations  
Date: September 1, 2016



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Crystal & Company Crystal IBC LLC 32 Old Slip New York NY 10005	<b>CONTACT NAME:</b> Visnja Marcic <b>PHONE (A/C, No, Ext):</b> 646-810-3655 <b>E-MAIL ADDRESS:</b> Visnja.Marcic@crystalco.com	<b>FAX (A/C, No):</b> 212-504-5989
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> WITTGR O'Brien's Response Management, LLC 1201 15th Street, Suite 600 Washington DC 20005	<b>INSURER A :</b> Starr Indemnity & Liability Co	
	<b>INSURER B :</b> Massachusetts Bay Insurance Company	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 827320320                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		MASILNY00012316	6/30/2016	6/30/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Ded: \$1,000	Y		ADY9823810	6/30/2016	6/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Alachua County Board of County Commissioners, its officials, employees and volunteers are additional insured with respect to general liability and automobile liability as required by written contract or agreement. General Liability shall be considered Primary and non-contributory subject to policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  Alachua County Board of County Commissioners Risk Management 12 SE 1st Street, 3rd Floor Gainesville FL 32601	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Crystal &amp; Company</i>
---	--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Crystal & Company Crystal IBC LLC 32 Old Slip New York NY 10005	<b>CONTACT NAME:</b> Dana Caropreso	
	<b>PHONE (A/C, No, Ext):</b> 212-504-5890 <b>FAX (A/C, No):</b> 212-504-5989 <b>E-MAIL ADDRESS:</b> dana.caropreso@crystalco.com	
<b>INSURED</b> Witt O'Brien's, LLC O'Brien's Response Management, LLC 1201 15th Street, Suite 600 Washington DC 20005	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : Starr Indemnity & Liability Co	38318
	INSURER B : Arch Insurance Company	11150
	INSURER C : Signal Mutual	19410
	INSURER D :	
	INSURER E :	

**COVERAGES**      **CERTIFICATE NUMBER:** 975176576      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
B C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	ZAWCI4102000 USL&H, OCSLA, STOP GAP	10/1/2015 10/1/2015	10/1/2016 10/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Marine Employers Liability			MASILNY00032715	12/31/2015	6/30/2017	Combined Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Waiver of Subrogation in favor of Alachua County Board of County Commissioners as required by written contract.

<b>CERTIFICATE HOLDER</b>  Alachua County Board of County Commissioners Risk Management 12 SE 1st Street, 3rd Floor Gainesville FL 32601	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Crystal &amp; Company</i>
---	--