



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

SEPTEMBER 19, 2023

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING PUBLIC PARTICIPATION SHOULD COMPLETE THE FORM WHICH IS LOCATED ON THE STANDS OUTSIDE THE COUNCIL CHAMBERS. AFTER COMPLETING THE FORM, PRESENT IT TO THE CITY CLERK.

A. OPENING

1. Invocation by Pastor John Mazza of Family Worship Center
2. Pledge of Allegiance
3. Roll Call
4. Swearing-In Ceremony for Councilman Tracy Grubbs District 2

B. PROCLAMATIONS

5. Childhood Cancer Awareness Month

C. CONSENT AGENDA

6. Public Comments on Consent Agenda Items Only
7. Agenda Approval
8. Approval of Minutes
 - a. September 5, 2023 - Regular City Council Meeting
 - b. September 6, 2023 - Special City Council Meeting
9. Bid Awards and Contract Items
 - a. Approval of Change Order No. 3 for Task Authorization No. 9 to TEDS/Stamley Consultants (SUN Trail design)
 - b. Approval of FDOT State-Funded Grant Agreement Time Extension No. 1 to Contract G2E34 for the St. John's River to Sea (SJR2C) Loop Trail SUN Trail design
 - c. Approval to Award RFP 23-15 for Disaster Monitoring and Grant Consulting to Thompson Consulting Services, LLC as the primary vendor, and Integrated Solutions Consulting and Tetra Tech, Inc. as alternates

- d. Approval of Extension No. 1 of the Animal Services and Trap Neuter Release (TNR) Agreement with Halifax Humane Society (HHS)

- 10. Approval of FY 2023 Utility Billing and Accounts Receivable Accounting Adjustment
- 11. Resolution No. 23-39 - Approval of Florida Division of Emergency Management Subrecipient Agreement for Hurricane Nicole
- 12. Resolution No. 23-40 - Support of the Volusia County Spruce Creek Dredging Project and Use of 6500 Spruce Creek Road as an Offload/Staging Site
- 13. Resolution No. 23-43 - Adopting Inventory List of Real Property to which City holds Fee Simple Title for Use as Affordable Housing (Required by Florida Statutes Section 166.0451)

D. PUBLIC PARTICIPATION (Agenda)

- 14. Spruce Creek Dredging Project Presentation by Niles Cyzycki, Activity Project Manager, with the Volusia County Coastal Division

E. PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

F. COUNCIL COMMENTS

- 15. Comments/Concerns from Council Members

G. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

- 16. Citizen Advisory Committee for TPO
- 17. Environmental Advisory Board Report

H. PUBLIC HEARING

- 18. Second Reading - Ordinance No. 2023-09 - Amendment to Chapter 54, Article V, Police Pension Fund of the Code of Ordinances (Line of Duty Death)
- 19. First Reading - Ordinance No. 2023-13 - 4th Amendment to the Master Development Agreement and Conceptual Development Plan for the Pavilion at Port Orange Planned Commercial Development (CASE NO. PRZA-23-0005)
- 20. Variance from Chapter 16, Section 9(c)(8) of the Land Development Code (LDC) - Setback for a Camouflage Communication Tower/4500 Eastport Parkway (CASE NO. VARC-23-0006)

I. ADDITIONAL ITEMS

- 21. City Attorney
- 22. City Manager

J. COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports

- a. General Employees' Pension Board - Councilman Scott Stiltner
- b. Arthaus - Vice Mayor Reed Foley
- c. Roundtable of Elected Officials - Mayor Donald Burnette
- d. Port Orange/South Daytona Chamber of Commerce - Mayor Donald Burnette
- e. First Step Shelter - Mayor Donald Burnette

K. ADJOURNMENT

NOTICES – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY DOES NOT PREPARE OR PROVIDE SUCH A RECORD.



FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE.



HELP FOR THE HEARING IMPAIRED IS AVAILABLE THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY CLERKS' OFFICE.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

ANY INVOCATION THAT IS OFFERED BEFORE THE OFFICIAL START OF THE CITY COUNCIL MEETING SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE PERSON, TO AND FOR THE BENEFIT OF THE CITY COUNCIL. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE CITY COUNCIL OR THE CITY STAFF, AND THE CITY IS NOT ALLOWED BY LAW TO ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER. PERSONS IN ATTENDANCE AT THE CITY COUNCIL MEETING ARE INVITED TO STAND DURING THE OPENING INVOCATION AND PLEDGE OF ALLEGIANCE. HOWEVER, SUCH INVITATION SHALL NOT BE CONSTRUED AS A DEMAND, ORDER, OR ANY OTHER TYPE OF COMMAND. NO PERSON IN ATTENDANCE AT THE MEETING SHALL BE REQUIRED TO PARTICIPATE IN ANY OPENING INVOCATION THAT IS OFFERED. A PERSON MAY EXIT THE CITY COUNCIL CHAMBERS AND RETURN UPON COMPLETION OF THE OPENING INVOCATION IF A PERSON DOES NOT WISH TO PARTICIPATE IN OR WITNESS THE OPENING INVOCATION.

PROCLAMATION

- WHEREAS,** the American Cancer Fund for Children and Kids Cancer Connection report cancer is the leading cause of death by disease among U.S. children between infancy and age 15. This tragic disease is detected in nearly 15,000 of our country's young people each and every year; and
- WHEREAS,** one in five of our nation's children loses his or her battle with cancer; and
- WHEREAS,** two-thirds of childhood cancer patients will have long lasting chronic conditions as a result of the treatments they experience; and 60% of childhood cancers are diagnosed before age five; and
- WHEREAS,** the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and
- WHEREAS,** childhood cancer spares no ethnic group, socioeconomic class, or geographic region, and it is essential to raise awareness and funding for pediatric cancer research; and
- WHEREAS,** throughout this month, we remember the children and families whose lives have been forever altered by childhood cancer, as well as the dedicated professionals, organizations, individuals, and communities who support and care for them.

NOW, THEREFORE, I, Donald O. Burnette, Mayor of the City of Port Orange, Florida, do hereby proclaim the month of September 2023 as

CHILDHOOD CANCER AWARENESS MONTH

In the City of Port Orange and urge all citizens of this community to support cancer patients, survivors, their families and caregivers; to remember the lives of those we have lost; and encourage those who are working to improve survival rates and treatments.

Donald O. Burnette, Mayor

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 5, 2023

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:30 p.m.

Invocation by Pastor David Troxler of First Christian Church

Pledge of Allegiance

Roll Call	Present:	Councilman Tracy Grubbs Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Reed Foley Mayor Donald Burnette
	Also Present:	City Manager, Wayne Clark City Attorney, Matthew Jones Deputy City Clerk, Tracee Cody

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

Robert Reinhausen, resident, commented on Item #11 and questioned how the City was going to spend the funds received from the purchase.

5. Agenda Approval

There were no changes requested by Council.

Motion to approve the agenda as presented was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried unanimously by voice vote.

6. Approval of Minutes

- a. August 15, 2023 - Regular City Council Meeting
- b. August 28, 2023 - Special City Council Meeting

7. Bid Awards and Contract Items

a. Approval of Change Order No. 1 with JBI Contracting, LLC for the Boggs Ford Drainage Improvement Project

b. Approval of Task Authorization No. 8 with Kimley-Horn & Associates, Inc. for the Lowes / Gateway Lift Station Rehab Project

c. Approval of Task Authorization No. 9 with Kimley-Horn & Associates, Inc. for the Williamson Regional Lift Station Rehab Project

d. Approval of Amendment No. 1 to Task Authorization No. 24 with Mead & Hunt, Inc. for the Herbert and Nova Lift Station Rehabilitation Project Construction Engineering Services

e. Approval of Amendment No. 1 to Task Authorization No. 34 with Mead & Hunt, Inc. for the Water Reclamation Facility (WRF) Filter Rehabilitation Project

f. Approval of Caboose License Agreement with Port Orange Railway Society

g. Approval of Contractor Agreement for Disaster Debris Removal Services to Ceres Environmental as primary contractor and DRC Emergency Services, LLC and TFR Enterprises, Inc. as alternates.

h. Approval of the First Amendment to the Interlocal Agreement with Volusia County for Traffic Signal Maintenance

i. Approval of Task Authorization No. 2 with Hall & Ogle Architects, Inc. for the design of the Forestry Management Storage Building

8. Resolution No. 23-30 - Request for Inclusion of the City of Port Orange's Water Reclamation Facility Plan in the State Revolving Fund Loan Program

9. Resolution No. 23-35 - Acceptance of the \$20,053.12 grant from the University of North Florida/Institute of Police Technology and Management for Florida's Bicycle Pedestrian Focused Initiative

10. Resolution No. 23-36 - Ratifying the Results of the 2023 City Council Special Election for District 2

11. Approval of the Mitigation Bank Purchase Agreement between the City of Port Orange and County of Volusia

12. Approval of BeStrong USA, Inc. Economic Incentive Agreement – Ch. 20 Targeted Business Program

13. Approval of the Cooperative Economic Development Agreement with Team Volusia Economic Development Corporation

14. Approval of Contract to Purchase 5797 Devon Street

15. Bristol/Riverwalk items

a. Resolution No. 23-32 - Vacation of a portion of the Halifax Drive right-of-way; subject to approval of the Riveryard Master Development Agreement

b. Resolution No. 23-37 - Vacation of a portion of the Herbert Street right-of-way; subject to approval of the Riveryard Master Development Agreement

c. Temporary Construction Easement for property generally located at the Northeast Corner of Ridgewood Avenue and Dunlawton Avenue and 3641 Ridgewood Avenue (Dave's Pest Control Property); subject to approval of the Riveryard Master Development Agreement

Motion to approve the Consent Agenda as presented was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

16. Dr. Rachel Hazel, Deputy Superintendent of Volusia County Schools

Dr. Rachel Hazel, Deputy Superintendent of Volusia County Schools and former Principal of Spruce Creek Elementary, provided statistics on the Volusia County School district and a legislative update on a new cell phone policy where they must be silenced during class. In response to Councilman Stiltner's question about new school construction, Dr. Hazel said, while there are no new schools being built, there are renovations underway to expand capacity at some schools.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Barbara Ann Heegan, President and CEO of Port Orange South Daytona Chamber of Commerce, announced their upcoming job fair September 14, 2023 from 12-4 p.m. at the Riverside Pavilion, and also announced other events they are working on.

Debbie Kruck-Forrester, with the non-profit organization Ormond Strong, spoke about an upcoming community event "22 hours for the 44 a day" held at the VFW Post #3282 beginning September 15, 2023 at 10:00 a.m. through September 16, 2023 at 8:00 a.m.

Louise Chapman, resident, commented on drainage issues and is in support of the increase in the stormwater fee but also commended Council and staff for their clean-up efforts after Hurricane Ian.

Gina Hesch, resident, commented on the need for more stringent laws regarding the responsibilities of feral cat owners. Jeff Kromraj, resident, also commented on the feral cat situation in their neighborhood and the registered cat colony policies.

COUNCIL COMMENTS

17. Comments/Concerns from Council Members

Councilman Tracy Grubbs wanted to provide some clarity and education in response to social media posts regarding marijuana dispensaries in the City. Matt Jones, City Attorney, clarified the state law that passed allowed the cities to completely ban them or treat them as a regular pharmacy. The dispensaries are mandated to follow state regulations.

Vice Mayor Reed Foley congratulated Councilman Grubbs for winning the Special Election for District 2. He also commented on the Story Book Walk and would like to see these events at more parks.

Councilman Scott Stiltner encouraged residents to attend Port Orange University to understand how the City works. He piggybacked on Councilman Grubbs's comment and added the City does not have any input on the types of businesses that operate, it is based on zoning uses.

Councilman Drew Bastian spoke to Mr. Reinhagen's public comment and said some of the funds from the mitigation bank purchase agreement could be used toward the contract to purchase 5797 Devon Street to relocate the lift station.

Mayor Burnette thanked Mr. Clark and staff for their quick preparations before Hurricane Idalia and suggested residents still take precautions going into the hurricane season and not to throw out sandbags.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

18. Environmental Advisory Board Appointment

Glenn Smith, new Environmental Advisory Board applicant, introduced himself and expressed his interest in serving on the board.

Motion to nominate Glenn Smith to be appointed to his first term expiring on May 7, 2026 was made by Councilman Drew Bastian and seconded by Vice Mayor Reed Foley. Motion carried unanimously by roll call vote.

PUBLIC HEARING

19. Second Reading - Ordinance No. 2023-10 - Riveryard Master Development Agreement and Conceptual Development Plan

Mayor Burnette read Ordinance No. 2023-10.

ORDINANCE NO. 2023-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, AN ORDINANCE OF THE CITY OF PORT ORANGE, ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. R) DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2023-10 was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

20. Resolution No. 23-31 - Stormwater Drainage Utility Annual Stormwater Fee Rate Increase

Mayor Burnette read Resolution No. 23-31.

RESOLUTION NO. 23-31

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA ADOPTING A RATE SCHEDULE FOR THE ANNUAL STORMWATER UTILITY FEES IMPOSED BY THE CITY IN ACCORDANCE WITH CHAPTER 74, SECTIONS 156-164 OF THE CITY CODE OF ORDINANCES; DESCRIBING THE UNIT OF MEASUREMENT FOR THE STORMWATER FEES; PROVIDING FOR COLLECTION OF THE STORMWATER FEES AS NON-AD VALOREM ASSESSMENTS PURSUANT TO THE TAX BILL COLLECTION METHOD AUTHORIZED BY SECTION 197.3632, FLORIDA STATUTES; APPROVING THE NON-AD VALOREM ASSESSMENT ROLL FOR SUCH FEES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024; DIRECTING CERTIFICATION OF SUCH ROLL TO THE VOLUSIA COUNTY TAX COLLECTOR; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Clark briefed Council on how the rate increase was brought about by Raftelis and staff and provided a presentation focusing on the city's drainage system, stormwater management and development, homes impacted by flooding, and how the revenue from the rate increase will be used for ongoing maintenance, short and long term improvements, and the stormwater master plan.

Mrs. Chapman, resident, made a note about grants and how the investment for the stormwater fee from the residents can help the City obtain more grant funding because it helps to cover the funding match that is often times required.

Janice Nixon, resident, supported the rate increase for the City to make the necessary improvements.

Move to approve Resolution No. 23-31 was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

Council recessed at 8:01 p.m. and reconvened at 8:10 p.m.

REGULAR AGENDA

21. First Reading - Ordinance No. 2023-09 - Amendment to Chapter 54, Article V, Police Pension Fund of the Code of Ordinances (Line of Duty Death)

Mayor Burnette read Ordinance No. 2023-09.

ORDINANCE NO. 2023-09

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE V, POLICE PENSION FUND, AMENDING SECTION 54-122, DEFINITIONS, ADDING A NEW DEFINITION FOR "DOMESTIC PARTNER" AND ADDING "PARTICIPANT" TO THE DEFINITION OF POLICE OFFICER; CREATING A NEW SECTION 54-132.5, BENEFITS PAYABLE IN THE EVENT OF A PARTICIPANT KILLED IN THE LINE OF DUTY; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Assistant City Manager/Finance Director, John McKinney, provided a brief overview of the Ordinance.

Motion to approve Ordinance No. 2023-09 was made by Vice Mayor Reed Foley and seconded by Councilman Scott Stiltner. Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

22. City Attorney

There was nothing further.

23. City Manager

Mr. Clark announced Steve Parnell was promoted to Public Utilities Director and had him provide an update on the water main break that happened earlier in the day.

COUNCIL COMMITTEE REPORTS

24. City Council Committee Reports

a. River to Sea TPO - Vice Mayor Reed Foley

Vice Mayor Reed Foley provided details from their recent meeting.

b. Fire Pension Board - Vice Mayor Reed Foley

Vice Mayor Foley provided details from their recent meeting.

c. Police Pension Board - Councilman Drew Bastian

Councilman Drew Bastian provided details from their recent meeting.

ADJOURNMENT – 8:19 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC
City Clerk

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 6, 2023

THE SPECIAL CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 5:30 p.m.

Silent Invocation

Pledge of Allegiance

Roll Call

Present:

Councilman Tracy Grubbs
Councilman Drew Bastian
Councilman Scott Stiltner
Vice Mayor Reed Foley
Mayor Donald Burnette

Also Present:

City Manager, Wayne Clark
City Attorney, Matthew Jones
Deputy City Clerk, Tracee Cody

DISCUSSION / ACTION

4. Discussion on Tentative City Millage and Tentative City Budget for FY 2024

Mayor Don Burnette announced the public hearing is now convened to discuss the millage rate and budget. The Fiscal Year (FY) 2024 Budget commences on October 1, 2023 and continues through September 30, 2024. Mayor Don Burnette opened discussion on the tentative millage necessary to fund the FY2024 final budget for the City of Port Orange. The current year taxable value for operating purposes is \$5,048,363,095.

The tentative millage rate is \$4.9999 mills per \$1,000 of valuation which represents a 12.49% increase in ad valorem tax revenues above the rolled-back rate of \$4.4447.

Mayor Burnette asked the City Manager to comment on the increase in millage over the rolled-back rate and the specific purposes for the increase.

Wayne Clark, City Manager, discussed the focus on public safety, new positions within the Police and Fire Departments, personnel costs, insurance increases for worker's compensation and property casualty, outlay items, and IT costs to strengthen cybersecurity.

Mayor Burnette asked Council to discuss the proposed millage rate and budget.

Mayor Burnette asked for public comment. There was none.

Council will now review the proposed tentative budget and discuss revisions, if any. There were no changes to the proposed millage rate and budget requested by Council.

5. Resolution No. 23-33 - Adopting the Tentative Millage Rate for FY 2023-2024

Mayor Burnette read Resolution No. 23-33.

RESOLUTION NO. 23-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE TENTATIVE AD VALOREM PROPERTY TAX MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2024 (OCTOBER 1, 2023 TO SEPTEMBER 30, 2024); PROVIDING FOR SCRIVENER'S ERROR; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 23-33 adopting the City of Port Orange FY2024 tentative millage rate of 4.9999 mills per \$1,000.00 of valuation was made by Vice Mayor Reed Foley and seconded by Councilman Drew Bastian. Motion carried 4-1 by roll call vote with Councilman Scott Stiltner voting no.

Mayor Burnette announced the adopted tentative millage rate of 4.9999 mills per \$1,000.00 of valuation is a 12.49% increase in ad valorem tax revenues above the rolled-back rate. Mayor Burnette also announced in addition to the foregoing final millage levy, there is a voter approved millage levy of 0.1885 mills necessary to fund the debt service payments on the 2006 general obligation bonds for public safety capital facilities which were refunded in 2016.

6. Resolution No. 23-34 - Adopting the Tentative Budget for FY 2023-2024

Mayor Burnette read Resolution No. 23-34.

RESOLUTION NO. 23-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE TENTATIVE OPERATING BUDGET FOR FISCAL YEAR 2024 (OCTOBER 1, 2023 TO SEPTEMBER 30, 2024) FOR THE CITY OF PORT ORANGE; PROVIDING FOR APPROPRIATION AND PROCEDURES; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 23-34 adopting the City of Port Orange FY2024 tentative budget was made by Vice Mayor Reed Foley and seconded by Councilman Drew Bastian. Motion carried 4-1 by roll call vote with Councilman Scott Stiltner voting no.

Councilman Scott Stiltner commented that he appreciates staff's efforts for always trying to be cost effective and encourages employees of all levels and fields to mention money saving ideas to their supervisors. Mayor Burnette thanked Mr. Clark for his commitment to making public safety and service a top priority for our citizens and also thanked our business community. Mr. Clark confirmed that all revenue numbers have been received and were incorporated into the tentative budget.

Mayor Burnette announced this budget includes all operating and capital costs for FY 2024. This budget includes the General, Special Revenue, Debt Service, Capital, Enterprise and Internal Service Funds. The proposed City-wide FY 2024 budgets for all funds is \$187,843,104.

The next public hearing will be held on Wednesday, September 20, 2023 at 5:30 p.m. in City Council Chambers at City Hall, 1000 City Center Circle, Port Orange, Florida, to discuss and adopt a final millage rate and the final budget for FY 2024 for the City of Port Orange.

ADJOURNMENT – 5:45 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/19/2023

SUBJECT: (C9a) Approval of Change Order No. 3 for Task Authorization No. 9 to TEDS/Stanley Consultants (SUN Trail design)

DEPARTMENT: Community Development

GOAL: 1 - Public Safety 2 - Infrastructure 3 - Quality of Life

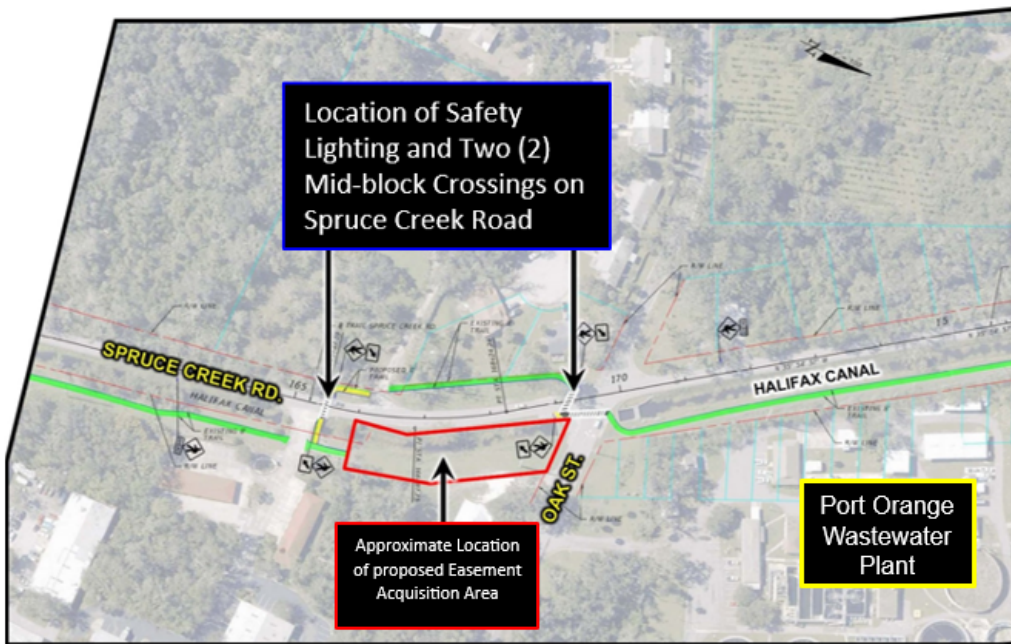
RECOMMENDED MOTION: Move to approve Change Order No. 3 for Task Authorization No. 9 with TEDS/Stanley Consultants for extension of time to complete the design of the SJR2C Loop Trail (SUN Trail) and authorizing the Mayor and City Clerk to execute the Change Order.

SUMMARY: At their November 1, 2022, meeting, the City Council approved Change Order No. 2 to Traffic Data Engineering Solutions (aka Stanley Consultants) to Task Authorization No. 9 for additional design work associated with the St. Johns River-to-Sea (SJR2C) Loop Trail (SUN Trail - Spruce Creek Road). The additional design work for Change Order No. 2 included right-of-way acquisition services and the design of safety lighting for certain segments of the trail.

Over the last nine months, the FDOT right-of-way acquisition specialist has made numerous attempts (phone calls, visits to the property, and mailings) requesting to meet with the property owner at 820 Oak Street to discuss the SUN Trail project and the possibility of acquiring an easement so the trail can extend along the east side of Spruce Creek Road from the current terminus to Oak Street and not require the two (2) mid-block crossings on Spruce Creek Road. However, the property owner at 820 Oak Street has not been responsive to any form of communication that the FDOT right-of-way acquisition specialist has used. Due to FDOT funding of the easement acquisition efforts, all methods of contact, discussions, and provision of information must be in accordance with applicable requirements of the US DOT and Federal Highway Administration Uniform Act (enacted in 1970). Any deviation or error in following these procedures could result in a loss of FDOT funding. However, over the last few weeks there has been communication with the property owner's legal counsel about acquiring an easement.

Change Order No. 2 expires on September 30 and the acquisition of an easement on 820 Oak Street has not yet been obtained. It is unclear if recent contact with the property owner's legal counsel will result in an easement being obtained in a timely manner. Therefore, to remain in compliance with the terms of the FDOT Funding Agreement, staff will move forward with completing the design plans for the trail to include two (2) mid-block crossings and safety lighting on Spruce Creek Road, between

Selin Court and Oak Street, but will still continue to work with the FDOT right-of-way acquisition specialist and the property owner's legal counsel on the possible acquisition of an easement. Change Order No. 3 extends the completion date for the trail design plans to January 31, 2024, and does not require additional funds.



PRESENTER: Tim Burman

ATTACHMENTS:

1.	TEDS Change Order 3 - Proposal Revised	TEDS Change Order 3 - Proposal Revised.pdf
2.	TRAFFIC ENGINEERING TA 9 SJR2C LOOP TRAIL	TRAFFIC ENGINEERING TA 9 SJR2C LOOP TRAIL.pdf
3.	TEDS Change Order 1 fully executed	TEDS Change Order 1 fully executed.pdf
4.	TEDS Change Order 2 - Fully Executed	TEDS Change Order 2 - Fully Executed.pdf
5.	TEDS Change Order No 3 to Task Authorization No 9	TEDS Change Order No 3 to Task Authorization No 9.pdf

Lisa Epstein
Tim Burman
Shannon Balmer
Wayne Clark
Tracee Cody

Created/Initiated - 8/16/2023
Approved - 8/31/2023
Approved - 9/8/2023
Approved - 9/12/2023
Final Approval - 9/12/2023

Traffic Engineering Data Solutions, Inc.

PROPOSAL CHANGE ORDER No. 3 to Task Authorization No. 09

Contract: Master Contract for Engineering Services dated February 14, 2017
Task Authorization No.: 09
Project Name: SJR2C Loop Trail (Spruce Creek Rd)
from South of Selin Circle to Herbert St
(FPN 439865-3-34-01)
TEDS Project Number: 10962
Date: August 9, 2023
Subject: Time Extension

The State-Funded Grant Agreement (SFGA) for the subject project will expire on January 31, 2024.

The Jenzano Group, LLC (Parcel ID 630901010080) has not been responsive to coordination for a shared-use path easement on their property. Due to the length of time expired in efforts to obtain the easement to keep the trail on the east side of the Halifax Canal, the City has determined to proceed with safety lighting and associated signal devices at the proposed crosswalks across Spruce Creek Road near Selin Circle and at Oak Street.

For completion of final lighting design and coordination with St. Johns River Water Management District (SJRWMD) on the Environmental Resource Permit (ERP) pre-application meeting originally requested on September 9, 2022, it is anticipated that the design schedule should be extended for an additional four (4) months.

The requested completion date of January 31, 2024, coincides with the FDOT SFGA expiration date.

TASK AUTHORIZATION NO. 9
Master Contract for Engineering Services dated February 14, 2017
Between the City of Port Orange, Florida and Traffic Engineering Data Solutions, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **TRAFFIC ENGINEERING DATA SOLUTIONS, INC.**, a Florida corporation with its principal place of business at 80 Spring Vista Drive, DeBary Florida 32713-1821 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated February 14, 2017, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Engineering Specialist, Lisa Epstein, shall perform contract administration for this Task Authorization No. 9 and can be reached at (386) 506-5667.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to preparing design plans and permitting for two unbuilt portions of the SUNTrail St. Johns River-to-Sea Loop in Port Orange - SJR2C Loop Trail (Spruce Creek Rd) from South of Selin Circle to Herbert St. (FPN 439865-3-34-01), as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
4. Upon written Notice to Proceed from the City to the Contractor, the Contractor shall complete Task 1 through Task 10 as described in the attached Exhibit "A," no later than June 30, 2022. Upon written Notice to Proceed from the City to the Contractor, the Contractor shall complete Task 11 and Task 12 as described in the attached Exhibit "A," no later than September 30, 2023.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$190,317.08. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.

Sandy Council
Printed Name: Sandy Council

Eileen Wright
Printed Name: Eileen Wright

By: 

Chris J. Walsh, PE Sr. VP of Engineering

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

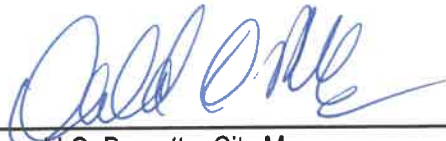
Date: June 7, 2021

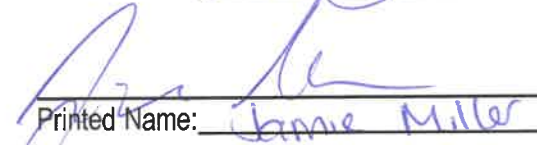
Witnesses:

CITY OF PORT ORANGE


Printed Name: Matt Jones

By:


Donald O. Burnette, City Mayor


Printed Name: Jamie Miller

Date:

6/15/2021

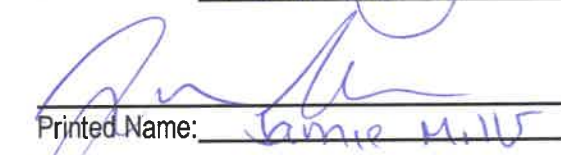
Witnesses:

ATTEST:


Printed Name: Matt Jones

By:


Robin L. Fenwick, MMC, City Clerk


Printed Name: Jamie Miller

Date:

6/15/2021



Traffic Engineering Data Solutions, Inc.

EXHIBIT A SCOPE OF SERVICES

Contract: Master Contract for Engineering Services dated February 14, 2017
Task Authorization No.: 09
Project Name: SJR2C Loop Trail (Spruce Creek Rd) from South of Selin Circle to Herbert St
(FPN 439865-3-34-01)
TEDS Project Number: 10962
Date: April 26, 2021
Revised May 19, 2021

Traffic Engineering Data Solutions, Inc. (TEDS) is pleased to offer this scope of services to the City of Port Orange (CITY) for providing professional engineering services for the above referenced project.

PROJECT UNDERSTANDING

- The CITY furnished a copy of the Scope & Schedule for this trail project being completed through the Shared Use Nonmotorized (SUN) Trail Program, with state funding allocated under FPID 439865-3-34-01 to be administered by the Florida Department of Transportation (FDOT). Federal funding requirements do not apply.
- The CITY also furnished a copy of the Preliminary Engineering Report (PER) for FPID 439865-1-22-01, as prepared by FDOT's consultant in conducting the preceding Project Development & Environment (PD&E) study. The PER was finalized as of April 6, 2020.
- While the PER addresses a much longer corridor spanning through other cities, this proposal is being provided for design and permitting of a shared use path over a ± 0.65 miles corridor alongside the Halifax Canal / Spruce Creek Road, extending from Selin Circle north to Herbert Street, within the City of Port Orange, Volusia County, Florida.
- The Spruce Creek Road Right-of-Way (R/W) is maintained by the CITY, though the Halifax Canal is maintained by Volusia County Public Works. There are no formal easement(s) or agreement(s) in place between the CITY and County related to maintenance of the canal. A R/W Use Permit will be required for the County's review and approval of the proposed trail improvements.
- As shown on the Concept Plans within the PER, several portions of the design segment corridor already contain existing trails (< 12' in width) that will remain in place, and no new trail facilities are required within these areas.
- FDOT is the maintenance authority for SR 421 (Dunlawton Avenue). Upgrades to the existing curb ramps may be necessary if determined to be non-compliant with current accessibility criteria, or if FDOT requires the existing shared curb ramps to be separated, thereby warranting relocation of existing crosswalks. Traffic signalization design is required for modification of the existing pedestrian signalization system. The CITY will provide copies of the plans to FDOT for review of proposed improvements, and it is anticipated that Driveway / Drainage Connection permits will not be required.
- The CITY provided copies of the Utility and Access Easement (ORB 5920, pgs 2088-2091) previously obtained over parcel Volusia County 631019000170 (presently owned by BLEDSOE & COLEMAN GENERAL) that provides the right to construct additional pedestrian facilities and perpetual use on the property. In addition, the CITY would like to explore the dedication of proposed R/W and/or easement(s) on the adjacent parcel 630901010080 (presently owned by JENZANO GROUP LLC), such that the trail could be maintained entirely on the east side of the Halifax Canal, in which case the proposed crossing of Spruce Creek Road just south of Selin Circle could be eliminated. The City will conduct all negotiations with existing private property owners required for dedication of proposed R/W and/or easements required to host the new trail, and the R/W support services included within this proposal are limited to basic surveying services intended to support the CITY's negotiations. A separate proposal will be provided for any additional R/W support services that may later be

determined to be desired, such as records research, abstracting, title opinions, legal, noticing, certified mailings, valuations, certified appraisals, assistance with negotiations, eminent domain, expert witness testimony, etc.

- FEMA FIRM Map 12127C0388J (effective September 29, 2017) indicates that that majority of the proposed trail corridor is located entirely within the Special Flood Hazard Area (SFHA) with a Base Flood Elevation (BFE) determined to be at elevation 5.00' NAVD 88 on the south of Dunlawton Ave. (SR 421), and at elevation 6.00' NAVD 88 on the north side of this roadway. Design will be based on constructing the proposed trail at or below existing grade in order to minimize impacts to existing flood plain, though compensating storage calculations will likely be required in areas where minimal amounts of fill is required.
- The proposed trail is routed across parcels 63040600008A and 630406000091, which are controlled by the CITY. The preferred alternative from the PD&E prescribes approximately 300' of boardwalk on these parcels in order to minimize impacts to existing wetlands located on these parcels. For maintenance reasons, the CITY desires the use of wood decking on boardwalks.
- Based on preliminary review, it is anticipated that the subject wetland would be non-jurisdictional under Section 404 of the Clean Water Act, such that required permitting includes only submitting a No Permit Required Verification Request to the Florida Department of Environmental Protection (FDEP). In the event the wetlands are deemed jurisdictional under this regulation, and federal authorization is necessary, a separate proposal will be provided for any such services required.
- Multi-use recreational paths less than 14' in width typically qualify for exemption from Environmental Resource Permit from the St. Johns River Water Management District (SJRWMD), unless there is work in, on, or over wetlands or other surface waters other than drainage ditches constructed in uplands, or unless they are located with previously permitted area(s). The PER did not contain any discussion of historical ERP's affected by the proposed trail construction, but under ERP Series 29869, it appears an original ERP and five (5) subsequent modifications were issued to the CITY for roadway drainage projects located within close proximity to the project, such that at least one (1) ERP modification will be required. There are numerous documents of record on file with SJRWMD which have not been fully reviewed at the time of preparation of this proposal, so the full extent of modification that may be required to the previous permit(s) is not presently known. However, given that the trail is to be constructed at existing grade in all locations other than boardwalk, it is presently anticipated that no drainage analysis will be required for this project, including but not limited to pollutant loading, treatment, attenuation, HGL analysis, spread calculations, etc.
- Based on the PER, protected species impacts are not anticipated. A review of the proposed trail corridor will be conducted with preliminary mapping of encountered protected species or habitats, but surveying, agency coordination, and/or permitting of protected species is not included in this proposal, as those services are not anticipated to be required.
- The two (2) parcels controlled by the CITY contain numerous existing trees. Tree survey information is necessary in these areas to ensure the proposed trail alignment minimizes impacts to existing trees, while at same time adhering to required design criteria as set forth in the PER. The CITY will be responsible for confirming tree species surveyed and evaluating the quality and/or health of trees as it relates to their removal or preservation.
- Given the shallow nature of excavation required for proposed trail construction, only minor adjustment of existing utilities is anticipated to be required. Obtaining Utility Work Schedule (UWS) information from the UAO's is not anticipated to be required. Subsurface Utility Engineering (SUE) including utility locates is not included in this proposal as it is not expected to be required, and the CITY will provide any such services that may later be determined to be required.
- Geotechnical and structural engineering services included in this agreement are limited to that required for the proposed trail and boardwalk. However, no other geotechnical or structural engineering design services are expected to be required for other project elements, such as retaining walls or box culverts, and therefore those services are not included in this agreement at this time.
- Pursuant to the CITY's prior coordination with FDOT, cultural resources assessment and contamination screening services are not included in this agreement, as they are not expected to be required.
- Landscape architecture, hardscape design, and irrigation design are not required in this project.

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- The PER vaguely indicated that lighting along the trails should be given consideration, and lighting improvements were also referenced in the Scope & Schedule. However, lighting design services are not included in this proposal at this time.

SCOPE OF SERVICES

Task 1 – Project Management & Administration

TEDS will complete administrative procedures intended to aid in the successful management of the project, including the following services:

- Schedule, prepare for and attend a kickoff meeting with the CITY, FDOT and the County present, with preparation of meeting minutes
- Preparation of project schedule, as well as update(s) thereto
- General coordination with the CITY to discuss project issues or provide status updates on current progress
- Administration of the design contract through completion of the project, including monthly invoicing
- Initial setup of sub-consultant contracts and administration, including monthly invoicing
- Prepare for and attend a City Council meeting to address questions regarding the project design

Task 2 – Surveying

TEDS will retain PEC Surveying and Mapping, LLC (PEC) to provide the surveying services as described in their letter proposal No. PS16805r-TEDS dated April 26, 2021, a copy of which has been attached to this proposal.

Task 3 – Environmental Resources & Permitting

TEDS will retain Terracon Consultants, Inc. (Terracon) to provide the environmental services described in their letter proposal No. PEQ217222 dated May 6, 2021, a copy of which has been attached to this proposal. More specifically, this includes the work described in the following sections of the proposal:

- 2.0 ENVIRONMENTAL RESOURCES REPORT
- 3.0 ENVIRONMENTAL PERMITTING

Task 4 – Geotechnical Engineering

TEDS will retain Terracon Consultants, Inc. (Terracon) to provide the geotechnical engineering services described in their letter proposal No. PEQ217222 dated April 16, 2021, a copy of which has been attached to this proposal. More specifically, this includes the work described in the following section of the proposal:

- 4.0 GEOTECHNICAL SERVICES

Task 5 – Design Development

TEDS will provide the following services to address the critical roadway design elements for the proposed trail improvements:

- Obtain and review record plan information that may be on file with the CITY, Volusia County, or SJRWMD, and reference to project CAD files for analyses relevant to project design
- Process aerial photographs or other supporting base map files or imagery, such as GIS data, quad maps, FEMA maps, etc., such that it can be referenced to project CAD files for analyses relevant to project design
- Conduct field review of project corridor and obtain photographs of existing conditions
- Review the completed survey
- Develop an alignment for the proposed trail improvements and typical section(s) based on avoidance and/or minimization of impacts to existing elements, such as trees, utilities, etc.

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- Assess profile along centerline of trail to ensure accessible slopes (*not to be presented in plans*)
- Assess existing drainage basinology and proposed grading needed to maintain existing drainage patterns
- Assess minor adjustments to existing drainage structures that may be required
- Calculate and report earthwork by section using average end area method (*in addition to 3-D earthwork completed via grading models*)
- Assess relocation and/or modification of existing signage and pavement markings within the right of way, as well as any proposed signage / pavement markings that may be necessary

Task 6 – Roadway Plans - Approximately 0.65 mile corridor

TEDS will prepare the following roadway construction plans for the project:

- Key Sheet (1 sheet)
- Summary of Pay Items (1 sheet)
- Signature Sheet (1 sheet)
- Drainage Map (1"=200' scale) (1 sheet)
- General Notes (1 sheet)
- Project Layout (1 sheet)
- Project Control (1 sheet) – based on information provided by surveyor
- Typical Section (2 sheets)
- Roadway Plan (1"=40' scale) (6 sheets) – minor utility adjustments to be shown on these sheets
- Bridge Plan & Profile (1"=40' scale) (1 sheet)
- Cross-Sections (10 sheets) – 100' intervals with roadway borings depicted (assume 20 cross-sections)
- Construction Details (1 sheet)
- Traffic Control Plans (2 sheets) – FDOT Standard Plans only
- Stormwater Pollution Prevention Plan (SWPPP) Notes (1 sheet) – with notes to describe erosion control measures necessary for the CITY's contractor to maintain compliance with the National Pollutant Discharge Elimination System (NPDES) program during construction
- Erosion Control Plans (1"=40' scale) (3 sheets) – double plan windows
- Signing & Pavement Marking Plans (1"=40' scale) (3 sheets) – double plan windows

Design provided by TEDS will be based on the standard practices and publications utilized by the FDOT, including the FDOT Design Manual (FDM), the Florida Greenbook, Standard Plans, Standard Specifications, the Utility Accommodation Manual (UAM), etc. Preliminary roadway plans will be prepared and provided to the CITY for their initial negotiation(s) of proposed R/W and/or easements with private property owners, as necessary to maintain the trail east of the Halifax Canal. The roadway plans will be updated based on the outcome of those negotiations and will be formally prepared for progress review by the CITY and FDOT at 60%, and 90% levels of completion, along with an Engineer's Opinion of Probable Costs (EOPC).

Task 7 – Traffic Signal Design

TEDS shall prepare a signed and sealed set of traffic signal plans for the modification of the traffic signal at the intersection of SR 421 (Dunlawton Avenue) and Spruce Creek Road suitable for permitting, bidding and construction. The plans shall be prepared to Volusia County/FDOT standards. The tasks involved in this process include design of the traffic signal modifications, submission of the preliminary design for review and finalization of design plans including the incorporation of appropriate design review comments. Final plans will be prepared at a scale of 1" = 40'. It is understood that the plans will be a component set of the overall roadway plans for the trail project. The design tasks are detailed on the following page:

Task 7.1 – Data Collection

TEDS shall obtain a surveyed base plan, signed and sealed by a surveyor duly registered in the State of Florida, depicting existing and proposed conditions, including above ground and below ground utilities, suitable for preparing

Traffic Engineering Data Solutions, Inc.

the traffic signal design. Survey coverage shall include the turn lanes and tapers for the intersecting roadways but shall not be less than 150 feet along each leg of the intersection. The base plan shall be transmitted to TEDS in both hard copy and electronic format at a scale of 1" = 40'. The base plan shall indicate the edge of pavement, lane utilization including pavement markings, any medians or sidewalks within the intersection, drainage appurtenances (inlets, ditches, storm drain pipes showing size and direction of run), manholes and the presence of any known above or below ground utilities.

Task 7.2 – Initial Plan Preparation

TEDS shall prepare a traffic signalization base plan from this data. TEDS' design shall include sufficient vehicular detection modifications as required for semi-actuated control as well as pedestrian feature modifications. TEDS will also conduct one (1) field review to review existing field conditions and discuss preliminary modifications to the signal with the County.

TEDS shall provide the traffic signal plan package to include the following:

- Key Sheet (1 sheet) identifying the project name and location, Engineer of Record, the date of the design plan preparation, appropriate standards and specifications identification, revision block and plan sheet table of contents;
- General Notes Sheet (1 sheet) containing traffic signal design and installation notes standard to The COUNTY;
- Tabulation of Quantities Sheet (1 sheet) identifying the pay item descriptions and quantities of the traffic signal components, identifying appropriate general design notes pertaining to the traffic signal design;
- Traffic Signal Plans (1 sheet) presenting the intersection layout at the intersection in plan view, appropriate traffic signal design components including FDOT Pay Item Numbers, and notes pertaining to the operation of the new traffic signal and removal of the existing traffic signal items;
- Signal Details Sheet (1 sheet) presenting zoomed in view of the details in the quadrants of the intersection.

TEDS shall provide a digital copy of the submittal to the CITY/Volusia County/FDOT for review and comment.

Task 7.3 – Final Design Plan Preparation

Upon receipt of agency comments, TEDS shall address each comment in writing and shall discuss the appropriate revisions to the plans with the agency staff. Once the comments have been addressed, TEDS shall submit a revised draft traffic signal plan package for final review and comment. Once these comments are received, TEDS shall address same and shall provide to the CITY one (1) electronic plan set and five (5) signed and sealed plan sets. TEDS shall repeat the review and response to comments until final resolution with the agencies to obtain final signal plan approval.

Task 8 – Structural Engineering

TEDS will retain Florida Bridge and Transportation, Inc. (FBT) to provide the structural engineering services related to the proposed boardwalk as described in their letter proposal for FBT Project No. 21-31.01 dated April 22, 2021, a copy of which has been attached to this proposal.

Task 9 – Utility Coordination

TEDS will coordinate a Sunshine 811 design ticket for the project in an attempt to identify any Utility Agency Owner's (UAO's) that may currently be using the right of way and reach out to them to confirm the appropriate representatives. Upon completion of 60% plans, TEDS will transmit courtesy copies to the utility companies for their review and comment on the accuracy of utilities shown in the plan, conflicts that may exist between existing utilities and proposed construction, and minor relocation(s) that may be required. Minor adjustments to be designed and constructed by the UAO's will be graphically depicted on the plan sheets.

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Task 10 – Agency Permitting

At 60% and 90% levels of completion, TEDS will submit copies of the plans and other pertinent documents to the CITY for review. Once comments have been received from the CITY and FDOT, TEDS will revise the plans and respond to comments. In addition, TEDS will prepare the following permit application packages for submittal to the agencies listed below:

- A. SJRWMD – Modification for ERP Series 29869
- B. Volusia County – R/W Use Permit

Task 11 – Bid Phase Services

As Engineer of Record for the project, TEDS will provide support to the CITY during the bid phase, including the following services:

- Review of draft bid documents prepared by the CITY's Purchasing Division
- Prepare technical specifications for the project, with support from the sub-consultants as may be necessary, and provide copies for insertion into the CITY's bid documents (through FDOT Specs on the Web)
- Prepare a project description narrative
- Prepare a bid sheet
- Revise documents per comments received from the CITY and/or FDOT
- Prepare for and attend a pre-bid meeting
- Answer questions during the bid process
- Prepare bid tabulation and assist with selection of a contractor

Task 12 – Limited Post-Design Services

As Engineer of Record for the project, TEDS will provide support to the CITY in administering the construction contract through completion of the project construction, including the following limited post-design services:

- Attendance at a pre-construction meeting
- Provide review of civil-related shop drawing submittals for approval
(to be received from the contractor in one (1) single package)
- Attend up to five (5) meetings at the CITY or the project site for general coordination or to complete limited construction observation
- Review and respond to up to five (5) Requests for Information (RFI's) during construction
- Provide up to 20 hours of general construction administration assistance, such as review of change order(s)
- Review As-Built surveys provided by contractor with overlay of CAD files on design
- Prepare certification package for submittal to Volusia County for R/W Use Permit close-out
- Prepare a *MSSW/Stormwater As-Built Certification By A Registered Professional Engineer* for submittal to the SJRWMD for permit closure
- Prepare Engineer's Certification of Completion
(to serve as Exhibit C to State Funded Grant Agreement with FDOT)

Deliverables: Plans for this project will be developed in English units and formatted for printing on 11"x17" sheets at the scales noted in the individual tasks above. TEDS will provide PDF's of the plans throughout progress completion, and up to (10) sets of deliverables once they have been finalized, for bidding or construction.

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FEES

TEDS shall conduct the work in the tasks described above for the lump sum fees indicated below:

<i>Description</i>	<i>Fee</i>
Task 1 – Project Management & Administration	\$9,135.00
Task 2 – Surveying	\$51,200.00
<i>Task 2.1 – Right-of-Way Surveys</i>	<i>\$7,900.00</i>
<i>Task 2.2 – Baseline Survey</i>	<i>\$3,000.00</i>
<i>Task 2.3 – Bench Levels</i>	<i>\$4,000.00</i>
<i>Task 2.4 – Intersection Survey</i>	<i>\$4,500.00</i>
<i>Task 2.5 – Cross-Sections</i>	<i>\$10,300.00</i>
<i>Task 2.6 – City Parcels - Boundary Topographic and Tree Location Surveys</i>	<i>\$9,250.00</i>
<i>Task 2.7 – Jenzano Corridor Topographic Survey</i>	<i>\$4,000.00</i>
<i>Task 2.8 – Sketch of Legal Description of Jenzano Trail Easement</i>	<i>\$750.00</i>
<i>Task 2.9 – Jenzano Parent Parcel Eminent Domain Survey</i>	<i>\$7,500.00</i>
Task 3 – Environmental Resources & Permitting	\$12,000.00
Task 4 – Geotechnical Engineering	\$14,000.00
Task 5 – Design Development	\$14,460.00
Task 6 – Roadway Plans	\$22,480.00
Task 7 – Traffic Signal Design	\$10,460.00
Task 8 – Structural Engineering	\$19,500.00
Task 9 – Utility Coordination	\$4,725.00
Task 10 – Agency Permitting	\$14,625.00
Task 11 – Bid Phase Services	\$4,575.00
Task 12 – Limited Post-Design Services	\$11,285.00
Direct Expenses	\$1,872.08
Total	\$190,317.08

An estimate of man-hours and expenses is provided on the following pages.

Traffic Engineering Data Solutions, Inc.

**CITY OF PORT ORANGE
MAN-HOUR ESTIMATE**

May 19, 2021



TEDS PROJECT No.: 10962
CONTRACT DESCRIPTION: Master Contract for Engineering Services
 (February 14, 2017)
PRIME CONSULTANT: Traffic Engineering Data Solutions, Inc.

TASK AUTHORIZATION No.: 09
PROJECT DESCRIPTION: SJR2C Loop Trail (Spruce Creek Rd) from South of Selin Circle to Herbert St
 (FPN 439865-3-34-01)
ESTIMATE PREPARED BY: Mikal R. Hale, P.E.

ACTIVITY	Chief Engineer / Vice President		Engineer		Engineer Intern		Sr. Designer		Senior Technician		Admin. Assistant		TOTAL		
	Rate/Hr:	\$180.00	Rate/Hr:	\$115.00	Rate/Hr:	\$85.00	Rate/Hr:	\$100.00	Rate/Hr:	\$60.00	Rate/Hr:	\$65.00	Man-hours By Activity	Activity Cost	Avg. Hourly Rate
	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act			
Task 1 – Project Management & Administration	40.0	7,200.00	0.0	0.00	9.0	765.00	0.0	0.00	0.0	0.00	18.0	1,170.00	67.0	9,135.00	136.34
Prepare for / attend kickoff meeting / minutes	4.0				4.0								8.0		
Prepare project schedule / updates	5.0				2.0								7.0		
General coordination / progress status updates	5.0				3.0								8.0		
Administration of design contract / monthly invoicing	12.0										6.0		18.0		
Initial setup / admin of sub-contracts / monthly invoicing	10.0										12.0		22.0		
Prepare for / attend City Council meeting	4.0												4.0		
Task 5 – Design Development	14.0	2,520.00	41.0	4,715.00	85.0	7,225.00	0.0	0.00	0.0	0.00	0.0	0.00	140.0	14,460.00	103.29
Obtain and review record plans / trace for insertion	2.0		10.0		15.0								27.0		
Process GIS data (aerials, FEMA, LIDAR, parcels, etc.)			5.0		10.0								15.0		
Conduct field review / site photos	3.0				3.0								6.0		
Review completed survey	1.0		1.0		3.0								5.0		
Develop alignment & typical sections	2.0		10.0		20.0								32.0		
Assess trail profile	2.0		5.0		10.0								17.0		
Assess drainage basinology & minor drainage structure mods	2.0		5.0		10.0								17.0		
Earthwork / average end area calcs	1.0		2.0		8.0								11.0		
Assess S&PM modifications	1.0		3.0		6.0								10.0		
Task 6 – Roadway Plans	36.0	6,480.00	50.0	5,750.00	110.0	9,350.00	9.0	900.00	0.0	0.00	0.0	0.00	205.0	22,480.00	109.66
Key Sheet (1 sheet)	1.0				3.0								4.0		
Summary of Pay Items (1 sheet)	1.0				5.0		2.0						8.0		
Signature Sheet (1 sheet)	1.0				1.0								2.0		
Drainage Map (1"=200' scale) (1 sheet)	2.0		2.0		10.0		2.0						16.0		
General Notes (1 sheet)	2.0		2.0										4.0		
Project Layout (1 sheet)					3.0								3.0		
Project Control (1 sheet)	1.0				3.0								4.0		
Typical Section (2 sheets)	2.0		2.0		2.0								6.0		
Roadway Plan (1"=40' scale) (6 sheets)	5.0		20.0		25.0								50.0		
Bridge Plan & Profile (1"=40' scale) (1 sheet)	5.0		5.0		8.0								18.0		
Cross-Sections (10 sheets)	2.0		15.0		10.0								27.0		
Construction Details (1 sheet)	1.0		1.0		2.0								4.0		
Traffic Control Plans (2 sheets) – FDOT Standard Plans			1.0		2.0								3.0		
SWPPP Notes (1 sheet)	1.0		1.0		3.0								5.0		
Erosion Control Plans (1"=40' scale) (3 sheets)			1.0		5.0								6.0		
S&PM Plans (1"=40' scale) (3 sheets)	3.0				10.0		5.0						18.0		
Engineer's Opinion of Probable Costs (60%, 90%, & Final)	3.0				18.0								21.0		
QA/QC (60%, 90%, & Final)	6.0												6.0		
Task 7 – Traffic Signal Design	16.0	2,880.00	12.0	1,380.00	0.0	0.00	62.0	6,200.00	0.0	0.00	0.0	0.00	90.0	10,460.00	116.22
Initial Plans Package	8.0		8.0				50.0						66.0		
Field Meeting	4.0						4.0						8.0		
Final Plans Package	4.0		4.0				8.0						16.0		

TEDS →

TASK AUTHORIZATION No.: 09

PROJECT DESCRIPTION: SJR2C Loop Trail (Spruce Creek Rd) from South of Selin Circle to Herbert St
(FPN 439865-3-34-01)

PRIME CONSULTANT: Traffic Engineering Data Solutions, Inc.

[illegible]

**CITY OF PORT ORANGE
MAN-HOUR ESTIMATE**

FEDS

May 19, 2021

TEDS PROJECT No.: 10962
CONTRACT DESCRIPTION: Master Contract for Engineering Services
(February 14, 2017)
PRIME CONSULTANT: Traffic Engineering Data Solutions, Inc.

TASK AUTHORIZATION No.: 09
PROJECT DESCRIPTION: SJR2C Loop Trail (Spruce Creek Rd) from South of Sclin Circle to Herbert St
(FPN 439865-3-34-01)
ESTIMATE PREPARED BY: Mikal R. Hale, P.E.

ACTIVITY	Chief Engineer / Vice President		Engineer		Engineer Intern		Sr. Designer		Senior Technician		Admin. Assistant		TOTAL		
	Rate/Hr:	\$180.00	Rate/Hr:	\$115.00	Rate/Hr:	\$85.00	Rate/Hr:	\$100.00	Rate/Hr:	\$60.00	Rate/Hr:	\$65.00	Man-hours By Activity	Activity Cost	Avg. Hourly Rate
	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act	Man Hours	Cost by Pos & Act			
Task 12 – Limited Post-Design Services	31.0	5,580.00	40.0	4,600.00	13.0	1,105.00	0.0	0.00	0.0	0.00	0.0	0.00	84.0	11,285.00	134.35
Attend pre-con meeting	3.0												3.0		
Shop drawing review	2.0		8.0										10.0		
Attend (5) meetings at City	10.0		5.0										15.0		
Review and respond to (5) RAI's	2.0		3.0		5.0								10.0		
General construction administration	10.0		20.0										30.0		
Review As-Built's / overlay CAD files on design	1.0		1.0		2.0								4.0		
Certification package for Volusia County R/W Use	1.0		1.0		2.0								4.0		
Certification package for SJRWMD ERP Mod	1.0		1.0		2.0								4.0		
Engineer's Certification of Completion for FDOT	1.0		1.0		2.0								4.0		
TOTALS	169.0	30,420.00	213.0	24,495.00	336.0	28,560.00	71.0	7,100.00	0.0	0.00	18.0	1,170.00	586.0	91,745.00	156.56

TEDS LABOR **\$91,745.00**

EXPENSES (Refer to backup provided on the following page)

Sub-Consultant Fees	
I. SUB-CONSULTANT FEES	\$96,700.00
Direct Expenses	
II. REPRODUCTION	\$52.80
III. MILEAGE / TRAVEL	\$629.28
IV. PERMIT REVIEW FEES	\$1,190.00
V. SHIPPING / POSTAGE	\$0.00
Sub-Total Direct Expenses	\$1,872.08
SUB-TOTAL EXPENSES	\$98,572.08

TOTAL LUMP SUM CONTRACT AMOUNT **\$190,317.08**

**CITY OF PORT ORANGE
EXPENSES
May 19, 2021**



TEDS PROJECT No.: 10962		TASK AUTHORIZATION No.: 09	
CONTRACT DESCRIPTION: Master Contract for Engineering Services (February 14, 2017)		PROJECT DESCRIPTION: SJR2C Loop Trail (Spruce Creek Rd) from South of Selin Circle to Herbert St (FPN 439865-3-34-01)	
PRIME CONSULTANT: Traffic Engineering Data Solutions, Inc.		ESTIMATE PREPARED BY: Mikal R. Hale, P.E.	

I. SUB-CONSULTANT FEES			
Sub-Consultant	Description of Services	Fee	
a) PEC Surveying and Mapping, LLC	Task 2.1 – Right-of-Way Surveys	\$7,900.00	
b) PEC Surveying and Mapping, LLC	Task 2.2 – Baseline Survey	\$3,000.00	
c) PEC Surveying and Mapping, LLC	Task 2.3 – Bench Levels	\$4,000.00	
d) PEC Surveying and Mapping, LLC	Task 2.4 – Intersection Survey	\$4,500.00	
e) PEC Surveying and Mapping, LLC	Task 2.5 – Cross-Sections	\$10,900.00	
f) PEC Surveying and Mapping, LLC	Task 2.6 – C&G Parcels - Boundary Topographic and Tree Location Surveys	\$9,250.00	
g) PEC Surveying and Mapping, LLC	Task 2.7 – Janssio Corridor Topographic Survey	\$4,000.00	
h) PEC Surveying and Mapping, LLC	Task 2.8 – Sketch of Legal Description of Janssio Trail Easement	\$750.00	
i) PEC Surveying and Mapping, LLC	Task 2.9 – Janssio Parcel Parcel Easement Domain Survey	\$7,900.00	
j) Terracon Consulting, Inc.	Task 3 – Environmental Resources & Permitting	\$12,000.00	
k) Terracon Consulting, Inc.	Task 4 – Geotechnical Engineering	\$14,000.00	
l) Florida Bridge and Transportation, Inc.	Task 8 – Structural Engineering	\$19,500.00	
Total:		\$96,700.00	

II. REPRODUCTION							
Contract Rate	Black / White:	8.5" x 11"	\$0.10 / sheet	Color:	8.5" x 11"	\$1.20 / sheet	
		11" x 17"	\$0.20 / sheet		11" x 17"	\$2.00 / sheet	
		24" x 36"	\$3.00 / sheet		24" x 36"	\$20.00 / sheet	
Job Estimate	Number of Sheets						
	Black / White			Color			
Document Description	8.5" x 11"	11" x 17"	24" x 36"	8.5" x 11"	11" x 17"	24" x 36"	Number of Sets
a) Construction Plans - PDAL Submittal	56				1		4
Total Reproduction Costs							\$52.80

III. MILEAGE / TRAVEL			
Contract Rate	0.57 / mile (Current Federal Rate)		
Reason for Trip / Destination	Distance / Mileage (round trip)	Number of Trips	Cost
a) Kickoff meeting / City Hall	64	1	\$36.48
b) City Council / City Hall	64	1	\$36.48
c) Coordination meeting / City Hall	64	3	\$109.44
d) Field review / project site	66	1	\$75.24
e) Pre-bid meeting / City Hall	64	1	\$72.96
f) Pre-con meeting / City Hall	64	1	\$72.96
g) Construction observation / project site	66	2	\$150.48
h) Final walk-through / project site	66	1	\$75.24
Total Mileage / Travel Costs			\$629.28

IV. PERMIT REVIEW FEES	
Contract Rate	Cost
Description	Estimated Cost
a) SJRWMD Major Mod to ERP	\$1,190.00
b) Volusia County R/W Use Permit	\$0.00
Total Permit Review Fees	
	\$1,190.00

V. SHIPPING / POSTAGE	
Contract Rate	Cost
Description	Estimated Cost
a) N/A	
b)	
Total Shipping / Postage Costs	
	\$0.00



Surveying and Mapping

May 13, 2021

Transportation Engineering Data Solutions
Mr. Mikal Hale P.E., Vice President
80 Spring Vista Drive
DeBary, Florida 32713

PS16805r-TED

**Re: Port Orange Sea Loop Trail - Surveying and Mapping Services
City of Port Orange, Florida**

Dear Mr. Hale:

PEC-Surveying and Mapping (PEC) is pleased to submit our proposal for surveying and mapping services in connection with the above-referenced Project.

DESIGN SURVEY: We propose to perform a Design Survey to support the Engineering of the City of Port Orange Sea Loop Trail Segment. The Project Corridor is depicted on the attached portions of the Preliminary Engineering Report (PER) of the Florida Department of Transportation St Johns River to Sea (SJR2C) Loop Project Development and Environmental (PD&E) Study Dated April of 2020.

The Project Limits are that portion of the Corridor being the entire right-of-way width of Spruce Creek Road together with the Halifax Canal, lying east of the Road Spruce Creek Road, from Station 164 to Station 171; the Spruce Creek Road – Dunlawton Avenue Intersection, north, along Spruce Creek Road through the City Owned Parcels, to 50 feet north of the Herbert Street 6th Street Intersection, as shown in the PD&E Study. This represents a total length of approximately 2,300 feet of corridor.

Right-of-way Surveys: The right-of-way of Spruce Creek Road and the Halifax Canal shall be determined by field Survey.

Baseline: A Baseline will be established in the field and referenced for future use during construction, at 1,000-foot intervals.

Bench Levels: A 4 Mile - Closed Bench Loop will be performed incorporating two Volusia County Published Benchmarks. Elevations will be established along the Project Baseline. Elevations will be relative to the North American Vertical Datum of 1988.

Spruce Creek Road – Dunlawton Avenue Intersection Survey: The Intersection of Spruce Creek Road – Dunlawton Avenue will be Surveyed 150 feet, in all directions from the radius returns. All above ground improvements will be located relative to the roadway right-of-ways. All pavement markings will also be located. Elevations will be obtained on 50-foot cross sections.

Transportation Engineering Data Solutions - Mr. Mikal Hale P.E., Vice President
Port Orange Sea Loop Trail - Surveying and Mapping Services
PS16805r-TED
May 13, 2021
Page Two

Cross-Sections: Cross-sections will be performed of the Project Limits at 50-foot intervals.

City of Port Orange Parcels (CAD only): The Project Alignment traverses the two City owned Parcels: Volusia County Property Appraiser's Alykey Numbers 5080030 and 5578518, between the Spruce Creek Road Northern Terminus and the 6th Street – Herbert Street Intersection. A Boundary and Topographic and Tree Location Survey, of these two parcels will be performed.

Jenzano Corridor Topographic Survey: A Topographic Survey of the westerly 100 feet of the Jenzano Parcel will be performed to include the Halifax Canal.

Sketch of Legal Description of Jenzano Trail Easement: A Sketch of Legal Description for the proposed Trail corridor through the Jenzano ownership will be prepared if required.

Eminent Domain Survey – Jenzano Parent Parcel: If requested the Jenzano ownership will be Surveyed with all above ground improvements located relative to the Boundaries.

Fees: We propose to perform the work for the following Fees:

Right-of-way Surveys:	\$ 7,900.00
Baseline Survey:	\$ 3,000.00
Bench Levels (4 miles):	\$ 4,000.00
Intersection Survey: Spruce Creek Road – Dunlawton Avenue:	\$ 4,500.00
Cross Sections:	\$ 10,300.00
City Owned Parcels (2)	
Boundary Topographic and Tree Location Surveys (CAD Only): ...	\$ 9,250.00
Jenzano Corridor Topographic Survey:	\$ 4,000.00
Sketch of Legal Description of Jenzano Trail Easement:	\$ 750.00
Jenzano Parent Parcel Eminent Domain Survey:	\$ 7,500.00

Thank you for the opportunity of submitting this proposal to you. Should you have any questions or comments please advise.

Sincerely

PEC Surveying and Mapping



David A. White P.S.M.

May 6, 2021



Mr. Mikal Hale, P.E.
Traffic Engineering Data Solutions, Inc.
80 Spring Vista Drive
DeBary, Florida 32713

Telephone: (386) 753-0558
E-mail: mhale@teds-fl.com

RE: Proposal for Environmental and Geotechnical Services
City of Port Orange – SUN Trail
Port Orange, Volusia County, Florida
Terracon Proposal No. PEQ217222

Dear Mr. Hale:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to Traffic Engineering Data Solutions, Inc. (Client) to provide environmental, cultural resource, and geotechnical services for the above referenced project in Port Orange, Florida. This proposal outlines our understanding of the project, our planned work scope and associated fee, and our terms and conditions associated with the performance of this work.

If this proposal meets with your approval, work may be initiated by returning a fully executed copy of the attached Agreement for Services. Please provide the land owner contact information or access information with the signed agreement. The terms, conditions, and limitations stated in the Agreement for Services and sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project.

We appreciate the opportunity to provide this proposal. If you have questions or comments regarding this proposal or require additional services, please give us a call.

Sincerely,
Terracon Consultants, Inc.

Brett Anderson
Senior Project Manager

Gary K. Howalt, PWS
Senior Principal/Department Manager

Attachments: Detailed Scope of Services
Agreement for Services



Terracon Consultants, Inc. 8001 Baymeadows Way, Suite 1 Jacksonville, FL 32256
P [904] 900-6494 F [904] 268-5255 terracon.com

Environmental



Facilities



Geotechnical



Materials

DETAILED SCOPE OF SERVICES

1.0 PROJECT INFORMATION

The site is located within the City of Port Orange and is part of the St. Johns River to Sea Loop Trail system. This segment, of the much larger trail system, begins south of the intersection of Spruce Creek Road and Selin Circle. The trail will extend northerly along the east side of Spruce Creek Road towards Oak Street. The trail will then continue along Spruce Creek Road from Dunlawton Avenue to Canal View Boulevard. The trail continues through a vacant parcel to Herbert Street, connection to the existing Trail Segment. The total project length is approximately 0.65 miles. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

Based on Terracon's understanding of the project, TEDS will need support to design the proposed section of trail within the City of Port Orange. Specifically, services to be provided include a natural resource review (wetlands, protected species, essential fish habitat), wetland permitting assistance, and geotechnical services. The following sections outline Terracon's scope and fees to conduct associated environmental and geotechnical services to support permitting efforts.

2.0 ENVIRONMENTAL RESOURCES REPORT

Terracon will perform a detailed natural resource review of the proposed ± 0.65 -mile section of SUNTrail proposed within the city of Port Orange, Florida. Specifically, Terracon will delineate wetlands within the trail corridor pursuant to the current methodologies of the U.S. Army Corps of Engineers [(USACE) 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0)], Florida Department of Environmental Protection (FDEP) and St. Johns River Water Management District [(SJRWMD) Florida Unified Wetland Delineation Methodology, Chapter 62-340, F.A.C.]. Upon completion of the delineation effort, Terracon will provide the project surveyor with a flagging key map showing the approximate location of the wetland line.

In addition, Terracon will perform a protected species review of the proposed trail corridor. This investigation will survey the proposed corridor for the presence of any state or federally protected wildlife species and their habitat. If protected species or habitats are encountered, Terracon will perform preliminary mapping of the potential habitat area.

Implications to development associated with any identified wetlands and/or protected species will be addressed in an Environmental Resources Report to be provided at the completion of the field investigation efforts.

**Based on the Preliminary Engineering Report (PER) prepared by Scalar Consulting Group, Inc. (Scalar), it is anticipated that wetlands will be found within the project corridor. However, protected*

Proposal for Environmental and Geotechnical Assessment Services

Traffic Engineering Data Solutions, Inc. ■ Port Orange, Florida

May 6, 2021 ■ Terracon Project No. PEQ217222



species impacts are not anticipated based on the Scalar PER. Should Terracon identify any protected species concerns, a supplemental change order may need to be requested to address any necessary surveying, agency coordination, and/or permitting efforts associated with those findings.

3.0 ENVIRONMENTAL PERMITTING

Based on the PER prepared by Scalar on behalf of FDOT, it is anticipated that wetland permitting efforts will be required to address the portion of the trail south of Herbert Street. It is Terracon's understanding that a portion of this section of trail will be an elevated boardwalk within the wetland. Terracon will acquire the necessary wetland authorization from SJRWMD to allow for the proposed wetland impact.

Based on a preliminary review, it is anticipated that the subject wetland would be non-jurisdictional under Section 404 of the Clean Water Act. Therefore, Terracon will submit a No Permit Required Verification Request to the Florida Department of Environmental Protection (jointly with the SJRWMD submittal). Should the wetland be deemed jurisdictional under Section 404 of the Clean Water Act, federal authorization may be necessary, and a supplemental change order may be required.

This fee does not include any application fees charged by the regulatory agencies or any mitigation fees associated with proposed wetland impacts.

4.0 GEOTECHNICAL SERVICES

The following summarizes our assumptions regarding the project:

- We will be granted access by our drill rig and crew to perform the required soil borings for the project elements.
- No roadway lane or shoulder closures are anticipated in order to perform the soil borings. Any necessary Maintenance of Traffic (MOT) will be performed in accordance with the Florida Department of Transportation (FDOT) Standard Plans.
- Survey support will be provided by others.

The following presents the number and depth of soil borings proposed for the project elements described above. Survey control in the field will be needed, as necessary, to assist our crews locate borings.

Boardwalk

Based on provided information, our field program includes performing a total of four Standard Penetration Test (SPT) borings to a depth of 40 feet each. Perform soil probing along the boardwalk alignment.

Following completion of the drilling services described above, the following geotechnical services are proposed for this project:

- Perform visual classification and limited laboratory testing of the soil samples obtained from the borings described above.
- Laboratory testing will include grain size analysis, organic content tests, moisture content tests, and/or Atterberg limits analysis, as appropriate, to aid visual classification of soil types. Laboratory testing will also include limited corrosion series testing.
- Engineering services will include coordination and supervision of all field and laboratory testing as well as engineering analysis of the field and laboratory test results. Specifically, geotechnical analysis and recommendations will be made for the following:
 - Boardwalk: Davisson capacity curves based on SPT boring results, observed groundwater tables, results of soil probing, timber pile driving recommendations, vibration recommendations, as needed, and soil parameters for lateral stability analysis (to be performed by others), if necessary.
- After completion of the field phase of the project, a preliminary report will be prepared for review and comment. After appropriate review, a final report will be prepared.

5.0 ADDITIONAL SERVICES NOT INCLUDED

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you and send a supplemental proposal stating the additional services and fee. We will not proceed without your authorization.

6.0 SCOPE AND REPORT LIMITATIONS

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant

believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

The findings and conclusions presented in the final report will be based on the site's current utilization, the anticipated future use of the site, if provided to Terracon, and the information collected as discussed in this proposal. Please note that we do not warrant database or third-party information (such as from interviewees) or regulatory agency information used in the compilation of plans or reports. No warranties, express or implied, are intended or made.

7.0 SCHEDULE

Terracon is prepared to begin upon receipt of written notice to proceed. It is anticipated that preliminary efforts (desktop background research, initial planning) will begin within five business days of NTP, while initial field efforts will begin within 10 business days of NTP, weather dependent.

8.0 COMPENSATION

Task	Fees
Environmental Resources Report	\$6,000.00
Environmental Permitting	\$6,000.00
Geotechnical Services	\$14,000.00

The project will be invoiced on a percent complete basis monthly. Payments on invoices will be due in full within 30 days from the date of the invoice.

9.0 OUR COMMITMENT TO SAFETY

Safety is one of Terracon's core values and our commitment to an Incident and Injury-Free® philosophy is one of the pillars of our current Strategic Plan. Incident and Injury-Free (IIF) is about care and concern for our people. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. It is where safety is held as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, in particular quality, profitability and

Proposal for Environmental and Geotechnical Assessment Services

Traffic Engineering Data Solutions, Inc. ■ Port Orange, Florida

May 6, 2021 ■ Terracon Project No. PEQ217222



schedule. IIF is our commitment to our people, who we value for who they are and what they do. We strive to build health and safety into all aspects of our business and into the thinking of our employees.

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Traffic Engineering Data Solutions, Inc. ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the City of Port Orange - SUN Trail project ("Project"), as described in Consultant's Proposal dated 05/06/2021 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Florida law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.

Consultant:	Terracon Consultants, Inc.	Client:	Traffic Engineering Data Solutions, Inc.
By:	Date: 5/6/2021	By:	Date:
Name/Title:	Gary K Howalt / Principal/Department Manager I	Name/Title:	Mikal R. Hale, P.E. /
Address:	8001 Baymeadows Way Ste 1 Jacksonville, FL 32256-7521	Address:	80 Spring Vista Dr Debarry, FL 32713-1821
Phone:	(904) 900-6494	Fax:	(904) 268-5255
Email:	Gary.Howalt@terracon.com	Phone:	(386) 753-0558
		Fax:	
		Email:	mhale@teds-fl.com



Florida Bridge and Transportation, Inc.
Structural Engineers

April 22, 2021

Mr. Mikal Hale, PE
Traffic Engineering Data Solutions, Inc.
80 Spring Vista Drive
DeBary, Florida 32713
386.753.0558 (o) 386.547.4535 (c)

RE: SJR2C SunTrail
Timber Boardwalk
Proposal for Structural Analysis
FBT Project #21-31.01

Dear Mikal:

Florida Bridge and Transportation, Inc. (FBT) is pleased to submit this proposal to Traffic Engineering Data Solutions, Inc. (TEDS) for engineering services for the above referenced project. The scope of design services for this project includes the following:

- 1) FBT will provide the structural design calculations and plan sheets for a 12-ft wide by approximately 250-ft long timber boardwalk with wood decking as part of the SunTrail Pathway project within a wetland area. The pedestrian walkway will be designed in accordance with AASHTO's LRFD Guide Specifications for Design of Pedestrian Bridges.
- 2) Prepare drawings showing the one typical span for the pedestrian walkway in section, elevation, and plan with accompanying necessary details. The overall bridge plan and profile of the walkway will be shown on the trail plans to be prepared by others.
- 3) Gravity wall abutments will be detailed for each abutment. The gravity walls will reference FDOT design standards for design.
- 4) Respond to review comments from the client regarding the structural design of the boardwalk. This proposal has an allotment of up to eight (8) hours for responding to comments.
- 5) The final project deliverables will consist of signed and sealed calculations and plan sheets detailing the boardwalk.

We propose a lump sum fee of \$19,500.00 for the basic structural engineering services indicated above.

The scope and fee indicated above does not include the following services:

- A plan and elevation sheet showing the overall boardwalk and geometry. This will be provided on overall trail plans by others.
- Field Reviews or attendance at meetings beyond the allotment shown above
- Construction Inspection/Observation of installation and on-going construction
- Specifications - FDOT standard specifications will be referenced
- Preparation of as-built or record drawings

- Post design services

The items indicated above, or any other services not included in the basic scope of design services described above, may be provided for an additional fee. A supplemental agreement must be negotiated prior to the additional work being performed by FBT. Additional services required for this project may be provided based on an addendum to this agreement. Fees for additional services will be addressed on a case by case basis.

In order for FBT to perform these services, we will need the following information from others:

- Trail plans (plan and profile)
- Soil borings (SPT) with Davisson Capacity Curves, groundwater elevations, muck probing along the alignment, timber pile/post driving recommendations, vibration recommendations, and related geotechnical property recommendations

TEDS shall indemnify and hold harmless FBT and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of TEDS, anyone directly or indirectly employed by TEDS (except FBT) or anyone for whose acts any of them may be liable.

This agreement is intended to benefit TEDS and FBT exclusive. Any benefit conferred upon a third party is incidental to this agreement.

This proposal will become invalid if not executed within 90 days. We are prepared to commence the structural design services upon receipt of a written notice to proceed.

We appreciate this opportunity to be of service to Traffic Engineering Data Solutions, Inc.

Very truly yours,

Florida Bridge and Transportation, Inc.



Bassel Kassem, P.E.
Vice President



Traffic Engineering Data Solutions, Inc.

MEMORANDUM

DATE: January 4, 2021
SUBJECT: Signature Authority
Traffic Engineering Data Solutions, Inc.

I, Deanna F. Ferrell, as the President of Traffic Engineering Data Solutions, Inc., am the only person in the firm authorized to sign contracts. However, the following Sr. Vice Presidents, Chris J. Walsh, PE; Richard B. Morrow, PE; and P. Halley Ferrell may sign the following documents for the firm:

- Sub-consultant agreements;
- Invoices;
- Proposal forms;
- Local government contracts; and
- Private development contracts.

This authorization is effective immediately and remains in place until modified at a future date by similar memorandum signed by me, Deanna F. Ferrell.

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.



Deanna F. Ferrell, MBA
President

CHANGE ORDER NO. 1
To Master Contract dated 2/14/2017
Task Authorization #9 (6/15/2021)
TRAFFIC ENGINEERING DATA SOLUTIONS, INC. (TEDS), Contractor

Project: FPN 439865-3-34-01 SUN Trail SJR2C Loop Trail
Project XSG200

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$190,317.08	Original Contract Times Final Completion for Tasks 1 – 10 of Task Authorization No. 9: June 30, 2022 (NTP issued on July 6, 2021) Final Completion for Tasks 11 – 12 of Task Authorization No. 9: September 30, 2023 (NTP not issued yet)
Net changes from previous Change Order: N/A	Changes in contract time from previous Change Orders: N/A
Contract Price prior to this Change Order: \$190,317.08	Contract Completion Date prior to this Change Order: Final Completion: No change
Net Increase (decrease) of this Change Order No. 1: \$2,000.00	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) N/A
Contract Price with all approved Change Orders: \$192,317.08	Contract Times with all approved Change Orders: Final Completion for Tasks 1 – 10 of Task Authorization No. 9: June 30, 2022 Final Completion for Tasks 11 – 12 of Task Authorization No. 9: September 30, 2023

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the Master Contract entered into by and between the parties on February 14, 2017 and Task Authorization No. 9 dated June 15, 2021.

II. **REQUIRED CHANGES:**

To provide for additional professional services to file for a General Permit with the Federal Department of Environmental Protection (FDEP).

No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. **JUSTIFICATION:**

Although it was known that wetlands exist on the City-owned parcel (#6304-06-00-008A) located to the north of the intersection of Spruce Creek Road and Canalview Boulevard, it was previously anticipated that filing a No Permit Required (NPR) with the FDEP would be sufficient. However, once surveying and field verification began, a drainage ditch was revealed running along the western boundary of the City-owned parcel. This ditch connects to the Halifax Canal and, therefore, in accordance with current FDEP regulations, it is necessary to file for a General Permit with FDEP.

- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the Contract subject to a limit not to exceed \$2,000.00 per TEDS change order proposal dated October 13, 2021. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

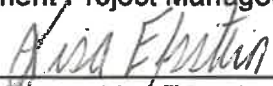
The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
COMMUNITY DEVELOPMENT
Department Project Manager

By: 

Printed Name: Lisa Epstein

Title: Project Manager

Date Signed: 12/10/2021

ACCEPTED BY:
TRAFFIC DATA ENGINEERING SOLUTIONS, INC.
Contractor

By: 

Printed Name: Deanna F. Ferrell

Title: President

Date Signed: 12/3/2021

RECOMMENDED BY:
COMMUNITY DEVELOPMENT
Division Manager

By: 

Printed Name: Margaret Tomlinson

Title: Construction & Engineering Manager

Date Signed: 12/10/2021

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: Tim Burman

Printed Name: Tim Burman

Title: Community Development Director

Date Signed: 12-10-2021

City Manager

By: Wayne Clark

Printed Name: Wayne Clark

Title: City Manager

Date Signed: 12/15/2021

Affirmed

Robin L. Fenwick

Robin L. Fenwick, MMC, City Clerk

Date Signed: 12/15/2021

If Council approval is required:

By: N/A

Printed Name: Donald O. Burnette

Title: Mayor

Date Signed: _____

EXHIBIT “1”

Contractor's Quote

Consisting of 1 Page

Traffic Engineering Data Solutions, Inc.

PROPOSAL CHANGE ORDER No. 1 to Task Authorization No. 09

Contract: Master Contract for Engineering Services dated February 14, 2017
Task Authorization No.: 09
Project Name: SJR2C Loop Trail (Spruce Creek Rd)
from South of Selin Circle to Herbert St
(FPN 439865-3-34-01)
TEDS Project Number: 10962
Date: October 13, 2021
Revised December 2, 2021

Traffic Engineering Data Solutions, Inc. (TEDS) is pleased to offer this proposal to the City of Port Orange (City) for providing additional design services on the above referenced project.

PROJECT UNDERSTANDING

- As of July 6, 2021, TEDS received Purchase Order #001376 to provide roadway design services for this project, which is to be constructed through the Shared Use Nonmotorized (SUN) Trail Program, with state funding allocated under FPID 439865-3-34-01 to be administered by the Florida Department of Transportation (FDOT).
- As referenced within the original Exhibit A – Scope of Services, based on preliminary review it was previously anticipated that the subject wetland would be non-jurisdictional under Section 404 of the Clean Water Act, such that required permitting would've only included a No Permit Required Verification Request to the Florida Department of Environmental Protection (FDEP). However, after completing their field review, Terracon Consultants, Inc. (Terracon) discovered a ditch alongside the wetlands that contained a pipe connection to the Halifax Canal, suggesting the wetlands would be jurisdictional to FDEP under the State 404 program, thereby requiring further permitting. Further the guiding jurisdictional framework (Navigable Waters Protection Rule [NWPR]) was recently vacated and remanded in federal court. Therefore, wetlands were instead evaluated under the previous jurisdictional framework known as the "Waters of the United States" (WOTUS). Based on field reviews, the wetlands within the project area meet the jurisdictional definition under WOTUS and therefore require a permit from FDEP under the State 404 program.

SUPPLEMENTAL SERVICES

Task 3 – Supplemental Environmental Services

TEDS will retain Terracon Consultants, Inc. (Terracon) to prepare and submit a Notice of Intent to Use a General Permit to FDEP.

FEES

TEDS shall conduct the work in the tasks described above for the lump sum fees indicated below:

Task	Fee
Task 3 – Supplemental Environmental Services	\$2,000.00
Net Additional Fee	\$2,000.00

CHANGE ORDER NO. 2
To Construction Contract dated 2/14/2017
Task Authorization #9 (6/15/2021)
TRAFFIC ENGINEERING DATA SOLUTIONS, INC., Contractor

Project: FPN 439865-3-34-01 SUN Trail SJR2C Loop Trail
Project XSG200

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$190,317.08	Original Contract Times: Final Completion for Tasks 1-10 of Task Authorization No. 9: June 30, 2022 (NTP issued on July 6, 2021) Final Completion for Tasks 11-12 of Task Authorization No. 9: September 30, 2023 (NTP not issued yet)
Net changes from previous Change Order: No.1: \$2,000.00	Changes in contract time from previous Change Orders: No.1: 0 days
Contract Price prior to this Change Order: \$192,317.08	Contract Completion Date prior to this Change Order: Final Completion: No change
Net Increase (decrease) of this Change Order No. 2: \$96,700.00	Changes in contract time requested this Change Order No.2: (Requires Council Approval) Final Completion for Tasks 11-18 of Task Authorization No.9: September 30, 2023
Contract Price with all approved Change Orders: \$289,017.08	Contract Times with all approved Change Orders: Final Completion for Tasks 1-10 of Task Authorization No. 9: June 30, 2022 Final Completion for Tasks 11-18 of Task Authorization No. 9: September 30, 2023 (NTP not issued yet)

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the Master Contract entered into by and between the parties on February 14, 2017 and Task Authorization No. 9 dated June 15, 2021.

II. **REQUIRED CHANGES:**

To provide for additional professional services for the design of safety lighting and right-of-way or easement acquisition services.

No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. **JUSTIFICATION:**

In follow up to approval of Resolutions 22-33 and 22-34 accepting State Funded Grants totaling \$111,065 in additional FDOT funding for safety lighting design (\$33,075) and right-of-way acquisition services (\$77,990), (no City match(es) required), Community Development staff have negotiated terms of a change order with Traffic Engineering Data Solutions, Inc. (TEDS) for the related design services.

The additional lighting design services covered by the proposed change order include:

- (1) The boardwalk section of the trail on the city-owned parcel from Canal View Blvd and Herbert Street,
- (2) At the proposed crosswalk across Herbert Street at 6th Street,
- (3) At the proposed crosswalk across Spruce Creek Road near Selin Circle, and
- (4) At the proposed crosswalk across Spruce Creek Road at Oak Street.

As noted in TEDS' original proposal for the design project, right-of-way and/or an easement is required across a privately-owned parcel in order to maintain the trail entirely on the east side of the Halifax Canal. In order to comply with all FDOT guidelines and US Federal Highway Administration's Uniform Act property acquisition policy process, and in view of the ROW Agent's retirement, City staff requested additional financial funding from FDOT for consultant services to assist and provide assurances of compliance.

In the event negotiations are not able to continue to facilitate the trail to be constructed completely on the east side of the Halifax Canal, the proposed change order includes "Additional Lighting Design (if required)" for the proposed crosswalks across Spruce Creek Road (Locations 3 & 4 listed above).

- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the Contract subject to a limit not to exceed \$96,700.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

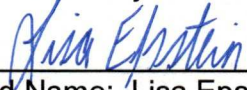
The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

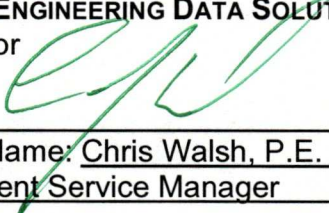
The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon. This modification shall not extinguish the right of either party to bring a claim under the original contract as modified hereby.

RECOMMENDED BY:
COMMUNITY DEVELOPMENT
Department Project Manager

By: 
Printed Name: Lisa Epstein
Title: Project Manager

Date Signed: 10-25-2022

ACCEPTED BY:
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
Contractor

By: 
Printed Name: Chris Walsh, P.E.
Title: Client Service Manager

Date Signed: 10-24-22

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: 
Printed Name: Tim Burman
Title: Community Development Director

Date Signed: 10-25-2022

City Manager

By: W/A

Printed Name: Wayne Clark

Title: City Manager

Date Signed: _____

Affirmed:

By: Robin L. Fenwick

Robin L. Fenwick, MMC, City Clerk

Date Signed: 11/1/2022

If Council approval is required:

By: Donald O. Burnette

Printed Name: Donald O. Burnette

Title: Mayor

Date Signed: 11/1/2022

CHANGE ORDER NO. 3
To Construction Contract dated 2/14/2017
Task Authorization #9 (6/15/2021)
TRAFFIC ENGINEERING DATA SOLUTIONS, INC, Contractor

Project: FPN 439865-3-34-01 SUN Trail SJR2C Loop Trail
Project XSG200

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$190,317.08	Original Contract Times: Final Completion for Tasks 1-10 of Task Authorization No. 9: June 30, 2022 (NTP issued on July 6, 2021) Final Completion for Task 11-12 of Task Authorization No. 9 September 30, 2023 (NTP not issued yet) Final Completion for Tasks 13-18 of Task Authorization No. 9: September 30, 2023 (NTP issued January 19, 2023)
Net changes from previous Change Order: No.1: \$ 2,000.00 No.2: \$ 96,700.00	Changes in contract time from previous Change Orders: No.1: No extension of time requested No.2: Requested Final Completion for Tasks 11-18 of Task Authorization No.9: September 30, 2023
Contract Price prior to this Change Order: \$ 289,017.08	Contract Completion Date prior to this Change Order: Final Completion: Tasks 11-18 of Task Authorization No. 9 September 30, 2023
Net Increase (decrease) of this Change Order No. 3: N/A	Changes in contract time requested this Change Order No.3: (Requires Council Approval) Final Completion for Tasks 11-18 of Task Authorization No.9: January 31, 2024
Contract Price with all approved Change Orders: \$289,017.08	Contract Times with all approved Change Orders: Final Completion for Tasks 1-10 of Task Authorization No. 9: June 30, 2022 Final Completion for Tasks 11-18 of Task Authorization No. 9: January 31, 2024 (NTP not issued yet for Task 11-12 NTP issued January 19, 2023 for Tasks 13-18)

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Master Contract entered into by and between the parties on February 14, 2017 and Task Authorization No. 9 dated June 15, 2021.

II. REQUIRED CHANGES:

To provide for an extension of time to allow for the ongoing efforts for the acquisition of an easement located at 820 Oak Street. This will allow the City to remain in compliance with the terms of the FDOT Funding Agreement. During this time the Department will continue to move forward with the completion of design plans for the trail, which will require an extension of time through January 31, 2024, with no additional funding required.

No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION:

To provide for an extension of time to allow for the ongoing efforts for the acquisition of an easement located at 820 Oak Street. This will allow the City to remain in compliance with the terms of the FDOT Funding Agreement. During this time the Department will continue to move forward with the completion of design plans for the trail, which will require an extension of time through January 31, 2024, with no additional funding required.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Contract subject to a limit not to exceed a total Contract price of \$289,017.08. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon. This modification shall not extinguish the right of either party to bring a claim under the original contract as modified hereby.

RECOMMENDED BY:
COMMUNITY DEVELOPMENT
Department Project Manager

By: _____
Printed Name: Lisa Epstein
Title: Project Manager

Date Signed: _____

ACCEPTED BY:
TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
Contractor

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: Tim Burman
Title: Community Development Director

Date Signed: _____

City Manager

By: _____
Printed Name: Wayne Clark
Title: City Manager

Date Signed: _____

Affirmed:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date Signed: _____

If Council approval is required:

By: _____
Printed Name: Donald O. Burnette
Title: Mayor

Date Signed: _____



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/19/2023

SUBJECT: (C9b) Approval of FDOT State-Funded Grant Agreement Time Extension No. 1 to Contract G2E34 for the St. John's River to Sea (SJR2C) Loop Trail SUN Trail design

DEPARTMENT: Community Development

GOAL: 1 - Public Safety

2 - Infrastructure

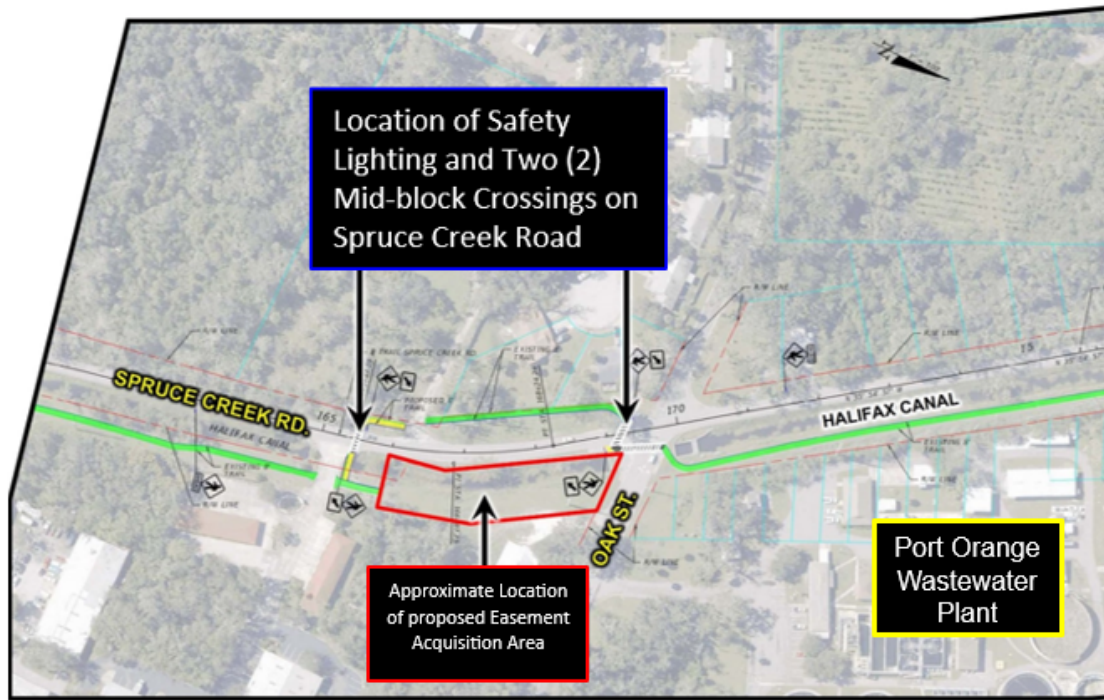
3 - Quality of Life

RECOMMENDED MOTION: Move to approve FDOT State-Funded Grant Time Extension No. 1 for the SJR2C Loop Trail SUN Trail and authorize the Mayor and City Clerk to execute the Agreement.

SUMMARY: FDOT State-Funded Grant Agreement (FDOT Contract G2E34), related to the design of the St. John's River to Sea (SJR2C) Loop Trail was executed on November 4, 2022, and is scheduled to expire September 30, 2023. The contract provides additional funding to the City to obtain right-of-way or an easement over approximately 340 feet along the Halifax Canal at 820 Oak Street. The easement is needed so the trail can extend along the east side of Spruce Creek Road from the current terminus to Oak Street and not require two (2) mid-block crossings on Spruce Creek Road.

Over the last nine months, the FDOT right-of-way acquisition specialist has made numerous attempts (phone calls, visits to the property, and mailings) requesting to meet with the property owner at 820 Oak Street to discuss the project and the possibility of acquiring an easement, but the property owner has not been responsive. However, over the last few weeks there has been communication with the property owner's legal counsel about acquiring an easement.

Therefore, staff is requesting an extension of the FDOT State-Funded Grant Agreement (FDOT Contract G2E34), until January 31, 2024, to allow further discussions about acquiring an easement. If it does not appear that an easement will be obtained in time to complete the design of the trail, staff will move forward with finalizing the design to include the two (2) mid-block crossings on Spruce Creek Road.



PRESENTER: Tim Burman

ATTACHMENTS:

1.	FDOT 439865-3-44-01 (G2E34) Time Extension #1	FDOT 439865-3-44-01 (G2E34) Time Extension #1.pdf
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Lisa Epstein
Tim Burman
Shannon Balmer
Wayne Clark
Tracee Cody

Created/Initiated - 8/21/2023
Approved - 9/5/2023
Approved - 9/6/2023
Approved - 9/12/2023
Final Approval - 9/12/2023



Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

JARED W. PERDUE, P.E.
SECRETARY

DATE: August 21, 2023

TO: Florida Department of Transportation
District Five SUNTrail Programs

FROM: City of Port Orange

SUBJECT: Time Extension #1
State-Funded Grant Agreement
Financial Project No.: 439865-3-44-01
Contract No.: G2E34
Project Description: St. Johns River to Sea Loop Trail (Spruce Creek Road) from south of Selin Circle to Herbert Street

The State Funded Grant Agreement (SFGA) of the subject project will expire on September 30, 2023.

In accordance with Section 3.00 of the SFGA, it is hereby requested by the Local Agency that the term for the Agreement of the subject project be extended until **January 31, 2024**, for the following reason(s):

Delays in contacting the property owner to evaluate the easement. This extension will provide time for completion of Right of Way acquisition and project close out.

Recipient: City of Port Orange

By: _____ Date: _____
Name: Donald O. Burnette
Title: Mayor
ATTEST: _____
Robin L. Fenwick, MMC, City Clerk

APPROVED:

The Department approves a time extension for the subject State Funded Grant Agreement to **January 31, 2024**.

By: _____ Date: _____

Name: C. Jack Adkins

Title: Director of Transportation Development

Legal Review: _____



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/19/2023

SUBJECT: (C9c) Approval to Award RFP 23-15 for Disaster Monitoring and Grant Consulting to Thompson Consulting Services, LLC as the primary vendor, and Integrated Solutions Consulting and Tetra Tech, Inc. as alternates.

DEPARTMENT: Public Works

GOAL: 1 - Public Safety, 2 - Infrastructure.

RECOMMENDED MOTION: Move to approve the Award of RFP 23-15 for Disaster Monitoring and Grant Consulting Services to Thompson Consulting Services, LLC as the primary vendor, and Integrated Solutions Consulting and Tetra Tech, Inc. as alternates, and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: The City of Port Orange issued contracts for Disaster Debris Monitoring on 7-22-2020 with Thompson Consulting Services, LLC and Tetra Tech, Inc. under the scope of work included in ITB No. 20-07. Shortly after the award, FEMA made significant updates to their procurement requirements that changed the process and data required for debris monitoring contracts. FEMA guidance on Grant Consulting and Grant Programs was also updated, allowing expert assistance with the complex submission and reimbursement process, as well as new grant programs and their associated procedures for maximum resident reimbursement opportunities. Staff decided to proceed with a replacement RFP to incorporate the changes and services allowed under these new regulations.

RFP 23-15 for Disaster Debris Monitoring and Grant Consulting Services solicitation was released on August 10, 2023 with proposals due August 29, 2023. The resulting contracts will have an initial term of three years, with two one-year renewals available. The submittals were reviewed by the Evaluation Committee with the recommendation for awards as follows:

- Primary Award: Thompson Consulting Services, LLC
- Alternate Award: Integrated Solutions Consulting
- Alternate Award: Tetra Tech, Inc.

Staff supports the selections above and requests the Approval to award Contract for Services as recommended by the Evaluation Committee.

The current contracts executed under ITB No. 20-07 with Thompson Consulting Services, LLC and Tetra Tech, Inc. will be terminated once the new contracts are

awarded.

PRESENTER: Tom DiEulio

ATTACHMENTS:

1.	Thompson Consulting Services, LLC Contract for Services (FEMA) RFP 23-15 Disaster Debris Monitoring and Grant Consulting Services	Thompson Consulting Services, LLC Contract for Services (FEMA) RFP 23-15 Disaster Debris Monitoring and Grant Consulting Services.pdf
2.	Integrated Solutions Consulting, Corp. Contract for Services (FEMA) RFP 23-15 Disaster Debris Monitoring and Grant Consulting Services	Integrated Solutions Consulting, Corp. Contract for Services (FEMA) RFP 23-15 Disaster Debris Monitoring and Grant Consulting Services.pdf
3.	Tetra Tech, Inc. Contract for Services (FEMA) RFP 23-15 Disaster Debris Monitoring and Grant Consulting Services	Tetra Tech, Inc. Contract for Services (FEMA) RFP 23-15 Disaster Debris Monitoring and Grant Consulting Services.pdf
4.	RFP 23-15 Disaster Debris Monitoring and Grant Consulting Services - Bid Sheet	RFP 23-15 Disaster Debris Monitoring and Grant Consulting Services - Bid Sheet.pdf
5.	RFP 23-15 Disaster Debris Monitoring and Grant Consulting Services - final posted	RFP 23-15 Disaster Debris Monitoring and Grant Consulting Services - final posted.pdf
6.	Solicitation Request - signed	Solicitation Request - signed.pdf
7.	RFP 23-15 Disaster Debris Monitoring and Grant Consulting Services Addendum 1	RFP 23-15 Disaster Debris Monitoring and Grant Consulting Services Addendum 1 .pdf
8.	RFP #23-15 Evaluation Ranking Summary	RFP #23-15 Evaluation Ranking Summary.xls
9.	RFP #23-15 Notice of Intent to Award	RFP #23-15 Notice of Intent to Award.pdf
10.	RFP 23-15 Integrated Solutions Consulting Submittal	RFP 23-15 Integrated Solutions Consulting Submittal.pdf
11.	RFP 23-15 Tetra Tech Submittal	RFP 23-15 Tetra Tech Submittal.pdf
12.	RFP 23-15 Thompson Submittal	RFP 23-15 Thompson Submittal.pdf

Denyce Frey
Tom DiEulio
John McKinney
Matthew Jones
Wayne Clark
Tracee Cody

Created/Initiated - 8/31/2023
Approved - 8/31/2023
Approved - 9/8/2023
Approved - 9/12/2023
Approved - 9/12/2023
Final Approval - 9/13/2023



CITY OF PORT ORANGE CONTRACT FOR SERVICES (with FEMA required provisions)

This Contract for Services ("Contract") is entered into this ____ day of _____, **2023**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **THOMPSON CONSULTING SERVICES, LLC**, a Delaware limited liability company whose principal address is 2601 Maitland Center Parkway, Maitland, Florida 32751 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide disaster debris monitoring and grant consulting services, and as more specifically described in Request for Proposal 23-15 ("RFP 23-15"). This Contract together with RFP 23-15, Addendum No. 1, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Work, and the Contractor's Services Costs/Fee Proposal as submitted in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of RFP 23-15 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed by the Parties, and shall continue for a period of three (3) years (the "Term").

Renewals: Upon written agreement of the Parties, appropriation by City Council, and City Manager approval, this Contract may be renewed for up to two (2) one-year periods.

Manner and Place: The work shall be in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services, or require the City to place any orders for goods or services. The City will issue a Purchase Order and a Task Authorization with a Payment and Performance Bond. The City will issue written electronic authorization in the form of a Notice to Proceed for the services described hereinabove. A sample Task Authorization is attached hereto as Exhibit "2." Contractor agrees to return an executed copy of the Task Authorization and bond via facsimile or e-mail within 36 hours of the City's delivery thereof. The City reserves the right to contract with other parties for the services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not to exceed the appropriated budget per fiscal year.

All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms are attached as Exhibit "3," and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by the Contractor under this Contract:

- (a) Front Page for Bond (F.S. § 255.05)
- (b) Combination Payment and Performance Bond (F.S. § 255.05)

4. Contract Administration. The Public Works Director, tom DiEulio, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

5. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 24 of this contract concerning disputes.

7. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the Contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

9. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after closeout of the FEMA grant, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after closeout of the FEMA grant under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are 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 the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

11. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work

under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

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Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
<i>[This area left blank intentionally]</i>			

Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☒	Professional Liability/Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage – \$ <u>To be determined.</u>	
☒	Payment and Performance Bond Required	Limits: Coverage - Equal to 100% of the amount established by a Task Authorization issued pursuant to the Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$200,000.00		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		

13. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

14. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

15. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

16. **Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. **Warranties.** Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

18. **Additional Warranties.** Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. **Additional Bond Security.** If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

20. **Inspection**

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall

neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. Liability for Loss or Damage.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

22. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

24. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

25. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

26. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

27. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

28. Compliance with Other Federal Standards.

(a) Termination for Default. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms are set forth in Paragraph 8, hereinabove.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, hereinabove. Termination for non-appropriation of funds is set forth in Paragraph 11, hereinabove.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) 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.

(ii) 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.

(iii) 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.

(iv) The Contractor will send to each labor union or representative of 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.

(v) 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.

(vi) 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.

(vii) 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.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) 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 so participating 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 this 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.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it does not apply to other FEMA grant and cooperative agreement programs, **including the PA Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting

officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any

subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case

may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

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

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an

apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate

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

(iii) Equal employment opportunity.

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

(5) Compliance with Copeland Act requirements.

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

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

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

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

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

(10) Certification of eligibility.

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

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause

requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Contractor shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Contractor shall include these provisions, in full, into any subcontracts.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the

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

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program**, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(2) If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management (“FDEM”), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) **This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference,** is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract

that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 shall 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Contractor must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

- (1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- d. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

- (i) This clause does not prohibit Contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (ii) By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - 1. Are *not used* as a substantial or essential component of any system; and
 - 2. Are *not used* as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement.*

- (i) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or

subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Contractor agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained hereinabove.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug

Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug-Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Not all FEMA financial assistance programs are subject to BABAA. Most disaster financial assistance programs are not subject to BABAA requirements, including the Public Assistance (PA), Hazard Mitigation Grant Program (HMGP), Individual Assistance (IA), and Fire Mitigation Assistance Grant (FMAG) programs.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

Required Certification: If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City). Said certification is included in the solicitation and made a part hereof by reference.

29. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained

herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

30. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Tom DiEulio, Public Works Director
1395 Dunlawton Avenue
Port Orange, Florida 32129
(386) 506-5592

Contractor: Thompson Consulting Services, LLC
Attention: Jon Hoyle, Manager
2601 Maitland Center Parkway
Maitland, Florida 32751
(407) 792-0018 - Telephone
info@thompsoncs.net - E-Mail

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

31. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

32. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

THOMPSON CONSULTING SERVICES, LLC

By: _____

Jon Hoyle, Manager

Printed Name: _____

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Date _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

EXHIBIT “1”

Contractor's Services Costs/Fee Proposal
and
RFP 23-15 Section 3 - Scope of Services

Consisting of 10 Pages



(ATTACHMENT 1) SERVICES COSTS/FEES PROPOSAL

CITY OF PORT ORANGE

RFP #23-15

Disaster Debris Monitoring & Grant Consulting Services

Completed (Attachment 1) Services Costs/Fees Proposal form MUST be included with Submittal.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS: Thompson Consulting Services, LLC

CONTACT PERSON: Jon Hoyle, President

EMAIL ADDRESS: jhoyle@thompsoncs.net

AUTHORIZED SIGNATURE: [Signature]

ITEM #	EMPLOYEE/SERVICE CATEGORY	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1	Project Management/On Site	100	\$ 54.00	\$5,400.00
2	Operations Manager/Administrator	50	\$ 15.00	\$750.00
3	Project Coordinators	150	\$ 15.00	\$2,250.00
4	Training and Exercise Coordinator	150	\$ 60.00	\$9,000.00
5	Data Manager	150	\$ 55.00	\$8,250.00
6	Field Collection Monitor/Supervisor	7,000	\$ 39.00	\$273,000.00
7	Debris Site/Tower Monitor	3,000	\$ 33.00	\$99,000.00
8	Crew Monitor	300	\$ 36.00	\$10,800.00
9	Emergency Management Planner	150	\$ 65.00	\$9,750.00
10	Senior Grant Consultant	60	\$ 95.00	\$5,700.00
11	FEMA Reimbursement Specialist	100	\$ 85.00	\$8,500.00
12	Quality Control Manager/Invoice Analyst	150	\$ 40.00	\$6,000.00
13	Grant Management Consultant	50	\$ 125.00	\$6,250.00
14	GIS Analyst	100	\$ 55.00	\$5,500.00
15	Administrative Support Staff	300	\$ 15.00	\$4,500.00
16	On Site Supervisor	1,000	\$ 39.00	\$39,000.00
17	Site Supervisor or Area Supervisor	1,500	\$ 39.00	\$58,500.00
18	Attorney	25	\$ 315.00	\$7,875.00
19	Subject Matter Expert	25	\$ 150.00	\$3,750.00
			TOTAL COST:	\$ 563,775.00

Proposer may submit a schedule of additional positions, with corresponding hourly rates on the form below. Proposer must attach a job description for each additional position submitted.

THE FEES FOR ADDITIONAL POSITIONS ARE FOR FUTURE USE IF NECESSARY BY THE CITY. THEY WILL NOT BE A FACTOR IN THE EVALUATION OF COST.

The hourly rates shall include all costs associated with the position, including but not limited to applicable insurance, overhead and profit ,travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

ITEM #	ADDITIONAL POSITION(S) IF REQUIRED	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1				
2				
3				
4				
5				
6				
7				
8				
9				

WITHDRAWAL OF PROPOSALS

Unless otherwise specified, Proposer shall use the forms supplied by the Purchasing Division. Proposals, once opened, become the property of the City, cannot be withdrawn, & will not be returned to the Proposers. Upon opening, Proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

REJECTION OF PROPOSALS

The City reserves the right to reject any and/or all proposals when such rejection is in the best interest of the City.

PROPOSALS MAY BE REJECTED AND/OR PROPOSER(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- a. Failure to update the information on file including address, product, service or business descriptions.
- b. Failure to perform according to contract provisions.
- c. Conviction in a court of law of any criminal offense in connection with the conduct of business.
- d. Evidence of a violation of any federal or state antitrust law based on the submission of proposals or the awarding of contracts.
- e. Evidence that the Proposer has attempted to give a City of Port Orange employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part or the City of Port Orange purchasing activity.
- f. Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Proposer must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Proposer upon 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 must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES

The City of Port Orange is seeking proposals from qualified firms to provide professional services to assist with the management of disaster debris collection and reporting activities for the City, as well as grant consulting services as they relate to disaster debris collection and removal.

The Proposer is expected to be extremely knowledgeable in Federal Emergency Management Agency (FEMA) regulations, guidelines, operating policies and reimbursement. The awarded Consultant/s shall advise and support the City during a disaster recovery effort and shall be responsible for the overall monitoring of debris collection/removal contractors. This will include monitoring the removal contractors' progress and recommending efficiencies to improve and expedite recovery work. The awarded Consultant/s shall coordinate with the debris removal contractor(s) and the City to ensure a compliant, well-managed and organized approach to debris collection and disposal. All documentation and record keeping shall comply with current Federal Emergency Management Agency (FEMA) and all other applicable Federal, State and local regulations, guidelines and operating policies.

DISASTER DEBRIS MONITORING SERVICES

The Consultant will provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other areas designated as eligible by the City. Specific services may include:

- A. Coordinating daily briefings, work progress, staffing, and other key items with the City.
- B. Support with the selection and permitting of Debris Management Site (DMS), a.k.a. Temporary Debris Storage and Reduction Site (TDSRS) locations and other permitting/regulatory issues as requested.
- C. Scheduling work for team members and contractors on a daily basis.

- D. Hiring, scheduling, and managing field staff.
- E. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- F. Assisting the City with responding to public concerns and comments.
- G. Certifying Debris Removal Contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- H. Automated Debris Management System (ADMS).
- I. Digitization of source documentation (such as load tickets).
- J. Developing daily operational reports to keep the City informed of work progress.
- K. Development of maps, GIS applications, etc. as necessary.
- L. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
- M. Provide grant writing and submission support for applications to FEMA and State of Florida Emergency Management, and other available funding sources.
- N. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors.
- O. Final report and appeal preparation and assistance.

COLLECTION MONITORING

- A. In order to obtain maximum reimbursement, all debris loads shall be monitored in the field-by-field collection monitors to ensure debris eligibility. The Consultant shall provide fully trained field collection monitors to assure proper and compliant documentation protocols are instituted and followed.
- B. The Consultant shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every seven monitors unless otherwise approved by the City. This team shall monitor the debris removal contractors for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the City through their Project Manager. All field team members shall be equipped with the state-of-the-art technology, which shall include GPS enabled cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.
- C. When a field collection monitor signs or creates a load ticket, they are certifying that **ALL** information on the document is complete and correct. The field collection monitor shall not sign, create or accept any incorrect or partially completed information. Only tickets that are one hundred percent (100%) complete will be paid by the City.
- D. Collection monitoring quality control tasks include but are not limited to:
 - 1. Verification that all debris picked up is a direct result of the disaster.
 - 2. Accurately recording the addresses, streets and locations where debris was collected meeting or exceeding what is required by FEMA and other regulatory agencies for reimbursement
 - 3. Verification that the debris collection contractor(s) are working in their assigned collection areas and roads
 - 4. Immediately stop work in progress that is not being performed or documented in the approved manner. Such work shall be documented, noted for nonpayment, and brought to the attention of the City's Project Manager
 - 5. Inspect work in progress to ensure that removal efforts include debris of the proper type in the proper areas
 - 6. Ensure compliance with City contracts and federal, state and local requirements by all sub-contractors
 - 7. Maintain and catalog/index all photo documentation of recovery work on a daily basis. Digital photographs shall be of a size between 2 to 4 megapixels and shall include GPS coordinates
 - 8. Identification of eligible stumps, hangers and leaners. Coordinate with the City and federal/state representatives for eligibility determination and ensure documentation (forms, photos, etc.) is completed for reimbursement purposes.
 - 9. Ensure that contractor(s) are working in compliance with all federal, state and local safety regulations appropriate for the task being performed.

10. Ineligible debris not removed by the debris removal contractor shall be tagged, stating the reason it is ineligible with a contact name, organization and phone number as defined by the City Project Manager at the time of the event.
11. Eligible vegetative debris that cannot be removed due to unsafe placement (i.e. under low hanging power lines, location with confined access) is to be tagged, stating the reason the debris was not collected with a contact name, organization and phone number as defined by the City Project Manager at the time of the event.
12. Coordinate with the City to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc. The Consultant shall maintain a detailed database of customer complaints and resolutions.
13. An electronic ticketing system shall be used. The system shall be approved by the City prior to the event.

LOAD TICKET PROCESS DEVELOPMENT

- A. The Consultant shall establish an organized process that ensures complete and accurate data is being recorded on an approved debris load ticket. Load tickets shall consist of a digital database system with the ability to print tickets. The Consultant shall retain the original completed tickets on behalf of the City and provide copies to the debris removal contractors, vehicle drivers, etc. as appropriate. Tickets shall be scanned in the event of a digital database failure. Digital and scanned tickets and supporting photographs shall be indexed by ticket number, street name, and be easily sortable, retrievable and printable. All hardcopy and electronic versions of the tickets shall be turned over to the City upon completion of the project. Digital data shall be provided to the City in a SQL Server database. Different database formats will only be considered if it is in the best interest of the City and must be approved by the City's Project Manager or designee.
- B. Load tickets shall include the following minimum information:
 1. Date
 2. Time
 3. Complete street address of closest property
 4. Nearest cross street(s)
 5. Vehicle tag number
 6. Type of debris
 7. Vehicle certification number
 8. Percent of volume (PV)
 9. Driver name (printed) and signature
 10. Field monitor's name (printed) and signature
 11. Name of sub-contractor
 12. Tower monitor's name (printed) and signature

DISPOSAL SITE MONITORING

- A. All debris collected and disposed of, and certifications of collection vehicles shall be documented and monitored by the disposal site monitors. The Consultant shall ensure that disposal site and field collection monitors are deployed and operational commensurate with the beginning of debris collection and the establishment of debris site(s).
- B. The Consultant shall provide disposal site monitors and spotters to observe debris unloading operations at the City's designated disposal site(s). A minimum of two disposal site monitors are required per debris site. These staff members, in conjunction with the project management team and the debris contractor, shall coordinate the logistics of the disposal site to ensure efficient traffic flow and proper handling of load tickets that record FEMA data (such as vehicle volume, type of waste, etc.). The Consultant shall observe all vehicles entering and exiting the disposal site, ensuring all vehicles are in good repair and safe with secure side boards and have a full tailgate. Additionally, the disposal site monitor shall calibrate their debris vehicle load determinations daily. Disposal site monitors are expected to provide volume determination consistent with FEMA regulations.

- C. When a field collection monitor signs a load ticket, they are certifying that **ALL** information on the document is complete and correct. The field collection monitor shall not sign, create or accept any incorrect or partially completed information. Only tickets that are one hundred (100%) percent complete will be paid by the City.
- D. The Consultant's Project Manager shall conduct field quality inspections to check and verify information on debris removal and at Temporary Debris Staging and Reduction Sites (TDSRS) located throughout the City.
- E. Disposal site monitoring tasks include but shall not be limited to:
 - 1. Keeping accurate records of debris vehicles, cubic yard volume determinations, type of debris, time in and out, number of loads per day and other data as requested by City.
 - 2. Coordinate with all federal, state and local agencies as needed for TDSRS on issues such as notification, obtaining permits, determining reimbursement, etc.
 - 3. Provide preliminary assessment and documentation of TDSRS and assist in the return of the site to original conditions.
 - 4. Provide personnel to supervise the operation of TDSRS including monitoring incoming loads of debris, processing of debris, and outgoing loads of processed debris.
 - 5. Monitor and record the cubic yard capacity of each debris removal vehicle added into service; this shall be the physical internal measurement of the storage bed or trailer with deductions for unusable areas. Record data as specified in Section 2.6 Debris Vehicle Certification.
 - 6. Conduct end of day activities, such as verifying completion of debris crew assignments, completion of all record keeping, that vehicles have left the disposal site and the locking down of the facilities.

CITIZEN DROP OFF SITE MONITORING AND OPERATION

The Consultant may be required to provide staff to operate a Citizen Drop Off Site that includes but shall not be limited to:

- A. Document name and address of the citizen site user, validated with a driver license or other document approved by the City Project Manager, and the type of debris brought to the site.
- B. Photograph debris, as directed by the City, to verify the source and type of debris.
- C. Assist with communicating to residents proper handling and disposal practices.
- D. Monitor the debris removal contractor collecting debris from the citizen drop off site to be taken to the Temporary Debris Storage and Reduction Site (TDSRS).
- E. Traffic control as conditions require or as directed by the City Project Manager.

DEBRIS VEHICLE CERTIFICATION

- A. All debris hauling vehicles shall be measured and certified prior to performing debris removal. The Consultant shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Consultant on behalf of the City and provided to the City upon project completion. One copy shall be provided to both the debris removal contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at least once every two weeks to ensure no vehicle modifications have been made and to confirm data accuracy.
- B. The Consultant shall measure the usable space of each debris collection vehicle for volume and certify that capacity. This certification process includes developing certification forms and documents to accurately measure the cubic yard volume to the nearest cubic yard of each vehicle. These forms shall show the following at a minimum:
 - 1. Vehicle make, model
 - 2. Length
 - 3. Width
 - 4. Depth
 - 5. Gross volume in cubic yards
 - 6. Reduction areas such as wheel wells to reduce volume areas in cubic yards
 - 7. Net volume in cubic yards
 - 8. Tag number of vehicle

9. Company vehicle number
 10. Driver of vehicle name (printed) and signature
 11. Photograph of the driver of the vehicle
 12. Disposal site monitor name (printed) and signature certifying vehicle
 13. Date
 14. Vehicle certification number
 15. Vehicle identification number
- C. When a debris site monitor signs a vehicle certification, they are certifying that ALL information is complete and correct. The debris site monitor shall not sign or accept any partially completed information. Only tickets that are on hundred percent (100%) complete will be paid by the County.

PUBLIC INFORMATION ASSISTANCE

The Consultant shall work on behalf of the City to provide applicable documentation, technical assistance, and negotiations required to maximize the eligible activities to be funded by the Public Assistance Program including, Categories A through G, 406 mitigation and the 404 (HMGP) Grant Programs awarded to the State. If authorized by the City, Consultant shall provide consultation and Federal program expertise to identify all eligible activities for FEMA/Federal Funding to repair, restore, and mitigate the local public infrastructure impacted and vulnerable to the hazards of current and future incidents. Consultant shall work with the State Level Grantee and FEMA to maximize the eligible Public Assistance recovery and HMGP mitigation activities and shall assist in identifying other federal or state level funding sources that may also be utilized such as the NRCS, HUD and USEPA and support with grant development and submittal.

- A. The Consultant shall provide regular status updates to the City's Project Manager for public information use.
- B. The Consultant shall provide the City's Project Manager and the debris removal contractor(s) with daily updates on the quantities and type of debris collected. Each daily report shall contain the following and any other key operational statistics as defined by the City Project Manager:
 1. Contractor name
 2. Contract number
 3. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, estimated time to completion, and daily cumulative cubic yards of debris removed, processed, and hauled. This reporting is due no later than 10:00A.M. the following business day or as requested by the City.

DATABASE REPORTING

- A. The Consultant shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data, including the ticket and photos, vehicle certifications, etc., into electronic formats to support federal, (FEMA), state and local reimbursements and subsequent audits.
- B. A SQL Server Database shall be created by the Consultant and backed up at regular intervals approved by the City. This database shall include all information on debris removal and disposal including but not limited to:

1. Complete load ticket information
2. Vehicle certification information
3. Stump removal information
4. Hanger removal data
5. Leaner removal information

Different database formats will only be considered if it is in the best interest of the City and must be approved by the City's Project Manager or designee. All electronic reporting from the database shall be done in either the Adobe PDF format or Microsoft Excel. The database created by the Consultant shall be given to the City with user documentation at the conclusion of the event. The Consultant shall ensure the City can navigate, perform searches and produce reports from the final database in the same format provided for reimbursement.

GRANT APPLICATION, ADMINISTRATION & MANAGEMENT SERVICES

As directed by the City, the Consultant shall provide the following:

- A. Preliminary Damage Assessment (PDA)
- B. Direct Administrative Cost Assistance
- C. Small Project Worksheet (PW) Development
- D. Large PW Preparation
- E. Alternate and Improved Project Funding Consultation
- F. Hazard Mitigation Funding Support
- G. Special Consideration Assistance
- H. Construction Inspection
- I. Grant Administration/Financial Reconciliation Services
- J. Interim Project Inspections
- K. Final Project Inspections
- L. Data Collection and Dissemination
- M. Financial Compliance Review
- N. Insurance evaluation, documentation adjusting and settlement services
- O. Project Scope Development
- P. Project Cost Estimation and Documentation
- Q. Project Payment Requests
- R. Management – Project Cost Reconciliations
- S. Evaluating/Estimating Cost Overruns
- T. Preparing PW Versions for Cost Adjustments
- U. Grant Closeout Services
- V. Audit Assistance/Defense
- W. Appeals Development

EMERGENCY MANAGEMENT PLANNING AND TRAINING

As directed by the City, the Consultant shall provide:

- A. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development, review , and revisions.
- B. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- C. Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
- D. Procurement assistance for debris removal contractors and other services as requested.
- E. Project management to include the formulation and management of permanent work projects, task force management, and City Council, Boards and Panels.
- F. Technical support and assistance in developing public information.
- G. Other training and assistance as requested by the City.
- H. Other reports and data as required by the City.
- I. Other emergency management and consulting services identified and required by the City.

PROJECT MANAGEMENT AND ADMINISTRATION

- A. The Consultant shall appoint a qualified Project Manager for overall coordination and communication with the City. The Project Manager shall remain on the job and be available to the City at all times during the operational phases of the debris collection and disposal project.
- B. The Consultant shall supply a temporary field office for the monitoring staff. The field office shall include all necessary communication equipment, office equipment, and supplies to effectively implement assigned duties.
- C. Project management and administrative responsibilities include but are not limited to:
 - 1. Coordinate daily briefings with key operational staff, City staff and debris removal contractor(s) to review, formulate and update debris removal operations and strategies. Schedule, manage and conduct

- periodic meetings with field staff and removal contractors. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris removal contractor(s) and the debris removal operation.
2. Provide a daily report of the current day debris removal contractor crew assignments, working locations and number of trucks assigned; from the previous day and for the project to date, the total number of loads, cubic yards collected by Temporary Debris Storage and Reduction Sites (TDSRS) and debris type as defined by the Project Manager, average cubic yards per load, average load call percentage, and other key operational statistics to the City's Debris Manager or designee.
 3. An interactive web map shall be provided for in-house city staff with all information available in the working database. Data accessible in the web map shall include, but not be limited to, the "live" location of each debris monitor, all debris collection points, and the road collection status (i.e. 1st pass complete, 2nd pass complete). The City may optionally request a second web map for the public to communicate information and data approved by the City for public communication. The Consultant shall provide the City, upon request, data contained in the web map in an ESRI geodatabase format. City access to the web map ESRI REST service(s) is preferred.
 4. Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.
 5. Hire, train, deploy and supervise all field collection monitors and staff.
 6. Conduct debris surveys and perform debris estimation by debris types. In addition to the use of traditional field surveys and debris estimation models, the Consultant shall have the ability to use aerial photography, collected from an unmanned aerial vehicle (UAV), traditional fixed wing aircraft or a helicopter, to confirm debris estimates or to generate automated/semi- automated debris estimates.
 7. Maintain accurate records of all debris collection vehicles as specified in Section 2.6 Debris Vehicle Certification and conduct regular monitoring for vehicle modifications.
 8. Track and coordinate responses to problems identified in the field and citizen complaints, including commercial and/or residential property damage claims as a result of debris removal. Consultant shall maintain a detailed database of all problems and customer complaints and the corresponding resolutions.
 9. Ensure that debris reduction and disposal sites have access control and security. Conduct end of the day duties and verify that all vehicles have left the disposal site at the specified time established by the City.
 10. Ensure the field collection monitors are accurately recording the streets and locations where debris was collected.
 11. Schedule work for all team members and contractors on a daily basis.
 12. Conduct safety inspections on a regular, predetermined and random basis. Ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.
 13. Monitor the debris removal contractor for compliance with the requirements of their contract and all City, Federal, State and local regulations, guidelines and operating policies.
 14. Provide training to City staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection contractor(s), county, state and federal agencies.
 15. Develop forms, databases, etc. for tracking field activities, submitting invoices for reimbursement, etc. Such forms and invoices shall be compatible with City software and approved by the City's Project Manager or designee. The City utilizes Microsoft products (Excel, Access and SQL Server).
 16. Daily personnel tracking sheets (field reports) shall be maintained for all Consultant personnel assigned to the project.
 17. Set up schedules for monitors each day and determine cleanup crew assignments. Survey and maintain a list of areas with special needs, including, but not limited to, hazardous stumps, trees, hangers/leaners, debris types, low hanging power lines, confined access and other potential problems.
 18. Prepare daily and periodic tracking reports to support debris removal, Temporary Debris Storage and Reduction Site (TDSRS) Operations and final debris disposal and audit purposes. This includes maintaining a database of debris managed, costs incurred and reconciliation of debris collection and contractor invoices.
 19. Compile records and assist the City with the preparation of required forms for reimbursement.

PAYMENT MONITORING AND RECONCILIATION PROCESS

The Consultant shall review, validate and reconcile debris removal contractor(s)' invoices prior to submission to the City for processing. The Consultant shall conduct a meeting at the beginning of the debris removal operation to fully explain the process to the City, debris contractor(s) and FEMA representatives. All invoices from the debris removal contractor(s) shall be directed to the Consultant. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the Consultant to be accepted or rejected. The Consultant shall issue in writing to the City and the debris removal contractor(s), the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the Consultant shall clearly state the reasons for rejection and work with the debris removal contractor to resolve immediately. Only invoices that are one hundred (100%) percent accurate and complete will be forwarded to the City's Project Manager for payment.

REPORTING TO THE CITY'S PROJECT MANAGER

The Consultant shall contact the City's Project Manager no later than twenty-four (24) hours prior to a hurricane event or immediately upon the occurrence of a major disaster event within the City when there is no advance notification/warning. The Consultant shall report to the City Project Manager or designee within eight (8) hours of being given a signed Task Authorization or Purchase Order.

STAFFING PLAN

The Consultant shall include in the response to this RFP a management plan that will outline how the Consultant proposes to handle the specified services, staffing (administrative and field), and equipment necessary to meet the City's requirements as identified in this RFP. The Consultant shall submit a list of key personnel to be used in the resulting Contract, which shall include names and resumes. The supervising staff shall speak English and be able to effectively communicate with the drivers. The Consultant may use other positions as necessary. All such positions and their purpose or role in the monitoring operations shall be identified.

OTHER RELATED SERVICES

A. Event Closure:

The Consultant shall assist the City in preparing final reports necessary for City staff and designated debris removal contractor(s) for reimbursement by FEMA and other applicable agencies for disaster recovery efforts. The Consultant shall assist in reviewing and processing requests for payment by the debris removal contractor(s).

B. Federal Funding:

To ensure that processing of federal funding is done as quickly as possible, the following information and its accuracy shall be the responsibility of the Monitoring Consultant:

1. Debris related invoices
2. Monitoring information
3. Reports
4. Load tickets
5. Consultant payroll
6. Equipment hours
7. Vehicle certifications
8. Start and end dates of the first debris removal pass and all subsequent passes

C. Compliance:

The Consultant shall provide professional oversight to ensure compliance with Florida Department of Environmental Protection (FDEP) regulations, Florida Department of Transportation (FDOT), Florida Forest Service (FFS), FEMA reporting requirements, and any other federal, state, or local regulation. The Consultant shall stay current with FEMA policies and procedures and notify the City's Project Manager immediately as changes occur.

D. Meetings with City Personnel:

The Consultant shall meet with City representatives and the debris contractor daily during disaster event activation. During periods without a disaster, the Consultant shall meet with the City's Project Manager or designee at least once a year at no cost to the City. This meeting shall occur prior to the hurricane season.

E. Additional Services:

The Consultant shall have the ability, at the request of the City, to implement a tracking mechanism to document each debris removal contractor truck's route to collect and transport debris to a Temporary Debris Storage and Reduction Site (TDSRS).

{END OF SCOPE OF SERVICES}

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to proposers, term and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a solicitation. Plural: Addenda
2. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
3. **Appropriate, Appropriated or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
4. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design and workmanship.
5. **Bid Guaranty (Bid Bond)** guarantees that the Bidder will not withdraw the Bid within the period specified for acceptance and will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the solicitation unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
6. **Bidder or Proposer** is a person, firm or entity that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
7. **City** means the City of Port Orange.
8. **Competitive Negotiation** means a method for acquiring goods, services and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a competitive process, regardless of the method or procurement.
9. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Bidders or Proposers in accordance with the terms of a competitive process, regardless of the method of procurement.
10. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
11. **Construction** means the process of building, repairing, improving and alterations, conversion or extension of buildings, parks, utilities, streets or other improvements or alterations to real property.
12. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
13. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
14. **Deliverables** means the goods, products, materials and/or services to be provided to the City by a Bidder or Proposer.
15. **DemandStar** is the official online repository for all City competitive solicitations.
16. **Due Date** means the date and time specified for the receipt of responses to a solicitation.
17. **End User** is a person, program, agency or other eligible user who uses a contract to purchase a commodity or contractual service.
18. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals as part of a Request for Proposals (RFP), Request for Statements of Qualifications (RFSQ) or competitive grant process.
19. **Evaluator** is a member of the evaluation committee/team

EXHIBIT "2"

Example Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. [Click here to enter text.](#)

Contract for Services dated [Click here to enter text.](#)

Between the City of Port Orange, Florida and Thompson Consulting Services, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the “City”) and **THOMPSON CONSULTING SERVICES, LLC**, a Delaware limited liability company with its principal place of business at 2601 Maitland Center Parkway, Maitland, Florida 32751 (“Contractor”), and hereinafter collectively referred to as the “Parties,” and is to that certain Contract and Services dated as referenced above, and any amendments thereto, hereinafter collectively referred to as the “Agreement.” The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to **Disaster Debris Monitoring & Grant Consulting Services** as related to _____, and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit “1.”
3. The Public Works Department Head, Thomas DiEulio, or their designee, [Click here to enter text.](#), if applicable, shall perform contract administration for this Task Authorization No. [Click here to enter text.](#), and may be reached at [Click here to enter text.](#).
4. Contractor shall commence the services to be provided herein within 24 hours of the date of written electronic notice by the City to the Contractor, with Contractor’s electronic confirmation of receipt.
5. Contractor acknowledges that the City shall designate a vendor that shall perform services relating to Disaster Debris Removal Services.
6. Contractor acknowledges that a Debris Management Site (“DMS”) shall be designated by the Public Works Director, _____. The City reserves the right to designate alternate sites for Contractor’s debris.
7. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit “A” attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$ [Click here to enter text.](#). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
8. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit “B,” and acceptable to the City Attorney, and recorded with the Clerk of Volusia County at Contractor’s expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the

interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. ____.

9. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract for the services referenced hereinabove shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

THOMPSON CONSULTING SERVICES, LLC

By: _____

Jon Hoyle, Manager

If this Agreement is signed by an individual not identified in the records of the Florida Department of State, Division of Corporations, then please provide written authorization for that individual to enter into Agreements on behalf of said entity.

Printed Name: _____

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Wayne Clark, City Manager

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

EXHIBIT "3"

Example Payment and Performance Bond

Consisting of 3 Pages

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Thompson Consulting Services, LLC
Principal Business Address: 2601 Maitland Center Parkway
Maitland, Florida 32751
Contact Person: Jon Hoyle, Manager
Phone Number: (407) 792-0018

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$ _____ **City Case/Project No.** RFP 23-15 Disaster Debris Monitoring & Grant Consulting Services

Description of Work: Disaster Debris Monitoring & Grant Consulting Services

Project Location: Various locations in and around the City of Port Orange, Port Orange, Florida
Port Orange, Volusia County, Florida

Legal Description: Various locations in and around the City of Port Orange, Port Orange, Florida

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Thompson Consulting Services, LLC

RFP 23-15 Disaster Debris Monitoring & Grant Consulting Services

Bond No. _____

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **THOMPSON CONSULTING SERVICES, LLC** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS (\$_____)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Contract for Services having an effective date of _____, entered into by and between the Principal and the City, for disaster debris monitoring and consulting services, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 20__.

Attest:

THOMPSON CONSULTING SERVICES, LLC

(As to Corporate Principal) Secretary

By: _____
Jon Hoyle, Manager

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: **Date of BOND must not be prior to date of Contract.** If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



CITY OF PORT ORANGE CONTRACT FOR SERVICES (with FEMA required provisions)

This Contract for Services ("Contract") is entered into this ____ day of _____, **2023**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **INTEGRATED SOLUTIONS CONSULTING, CORP.**, an Illinois corporation whose principal address is 220 South Bouchanan Drive, Edwardsville, Illinois 62025 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide disaster debris monitoring and grant consulting services, and as more specifically described in Request for Proposal 23-15 ("RFP 23-15"). This Contract together with RFP 23-15, Addendum No. 1, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Work, and the Contractor's Services Costs/Fee Proposal as submitted in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of RFP 23-15 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed by the Parties, and shall continue for a period of three (3) years (the "Term").

Renewals: Upon written agreement of the Parties, appropriation by City Council, and City Manager approval, this Contract may be renewed for up to two (2) one-year periods.

Manner and Place: The work shall be in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services, or require the City to place any orders for goods or services. The City will issue a Purchase Order and a Task Authorization with a Payment and Performance Bond. The City will issue written electronic authorization in the form of a Notice to Proceed for the services described hereinabove. A sample Task Authorization is attached hereto as Exhibit "2." Contractor agrees to return an executed copy of the Task Authorization and bond via facsimile or e-mail within 36 hours of the City's delivery thereof. The City reserves the right to contract with other parties for the services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not to exceed the appropriated budget per fiscal year.

All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms are attached as Exhibit "3," and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by the Contractor under this Contract:

- (a) Front Page for Bond (F.S. § 255.05)
- (b) Combination Payment and Performance Bond (F.S. § 255.05)

4. Contract Administration. The Public Works Director, tom DiEulio, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

5. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 24 of this contract concerning disputes.

7. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the Contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

9. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after closeout of the FEMA grant, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after closeout of the FEMA grant under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are 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 the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

11. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work

under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

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Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
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Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☒	Professional Liability/Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage – \$ <u>To be determined.</u>	
☒	Payment and Performance Bond Required	Limits: Coverage - Equal to 100% of the amount established by a Task Authorization issued pursuant to the Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$200,000.00		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		

13. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

14. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

15. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

16. **Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. **Warranties.** Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

18. **Additional Warranties.** Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. **Additional Bond Security.** If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

20. **Inspection**

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall

neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. Liability for Loss or Damage.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

22. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

24. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

25. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

26. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

27. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

28. Compliance with Other Federal Standards.

(a) Termination for Default. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms are set forth in Paragraph 8, hereinabove.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, hereinabove. Termination for non-appropriation of funds is set forth in Paragraph 11, hereinabove.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) 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.

(ii) 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.

(iii) 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.

(iv) The Contractor will send to each labor union or representative of 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.

(v) 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.

(vi) 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.

(vii) 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.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) 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 so participating 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 this 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.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it does not apply to other FEMA grant and cooperative agreement programs, **including the PA Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting

officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any

subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case

may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

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

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an

apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate

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

(iii) Equal employment opportunity.

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

(5) Compliance with Copeland Act requirements.

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

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

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

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

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

(10) Certification of eligibility.

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

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause

requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Contractor shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Contractor shall include these provisions, in full, into any subcontracts.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the

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

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program**, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(2) If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management (“FDEM”), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) **This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference,** is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract

that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 shall 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Contractor must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

- (1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- d. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

- (i) This clause does not prohibit Contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (ii) By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - 1. Are *not used* as a substantial or essential component of any system; and
 - 2. Are *not used* as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement.*

- (i) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or

subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Contractor agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained hereinabove.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug

Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug-Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Not all FEMA financial assistance programs are subject to BABAA. Most disaster financial assistance programs are not subject to BABAA requirements, including the Public Assistance (PA), Hazard Mitigation Grant Program (HMGP), Individual Assistance (IA), and Fire Mitigation Assistance Grant (FMAG) programs.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

Required Certification: If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City). Said certification is included in the solicitation and made a part hereof by reference.

29. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained

herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

30. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Tom DiEulio, Public Works Director
1395 Dunlawton Avenue
Port Orange, Florida 32129
(386) 506-5592

Contractor: Integrated Solutions Consulting, Corp.
Attention: Daniel Martin, President
P.O. Box 304
Prospect Heights, Illinois 60070
(847) 306-3541 - Telephone
Dan.Martin@i-s-consulting.com - E-Mail

220 South Bouchanan Drive
Edwardsville, Illinois 62025

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

31. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

32. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

INTEGRATED SOLUTIONS CONSULTING, CORP.

By: _____

Daniel Martin, President

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Printed Name: _____

Date _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

EXHIBIT “1”

Contractor's Services Costs/Fee Proposal
and
RFP 23-15 Section 3 - Scope of Services

Consisting of 10 Pages



(ATTACHMENT 1) SERVICES COSTS/FEES PROPOSAL

CITY OF PORT ORANGE

RFP #23-15

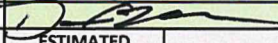
Disaster Debris Monitoring & Grant Consulting Services

Completed (Attachment 1) Services Costs/Fees Proposal form **MUST** be included with Submittal.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS: Integrated Solutions Consulting

CONTACT PERSON: Daniel Martin

EMAIL ADDRESS: Dan.Martin@i-s-consulting.com

AUTHORIZED SIGNATURE: 

ITEM #	EMPLOYEE/SERVICE CATEGORY	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1	Project Management/On Site	100	\$ 194.43	\$ 19,443.00
2	Operations Manager/Administrator	50	\$ 164.69	\$ 8,234.50
3	Project Coordinators	150	\$ 146.28	\$ 21,942.00
4	Training and Exercise Coordinator	150	\$ 143.20	\$ 21,480.00
5	Data Manager	150	\$ 126.64	\$ 18,996.00
6	Field Collection Monitor/Supervisor	7,000	\$ 52.75	\$ 369,250.00
7	Debris Site/Tower Monitor	3,000	\$ 52.75	\$ 158,250.00
8	Crew Monitor	300	\$ 78.25	\$ 23,475.00
9	Emergency Management Planner	150	\$ 143.20	\$ 21,480.00
10	Senior Grant Consultant	60	\$ 175.34	\$ 10,520.40
11	FEMA Reimbursement Specialist	100	\$ 146.28	\$ 14,628.00
12	Quality Control Manager/Invoice Analyst	150	\$ 114.62	\$ 17,193.00
13	Grant Management Consultant	50	\$ 139.34	\$ 6,967.00
14	GIS Analyst	100	\$ 126.64	\$ 12,664.00
15	Administrative Support Staff	300	\$ 67.15	\$ 20,145.00
16	On Site Supervisor	1,000	\$ 68.15	\$ 68,150.00
17	Site Supervisor or Area Supervisor	1,500	\$ 68.15	\$ 102,225.00
18	Attorney	25	\$ 246.64	\$ 6,166.00
19	Subject Matter Expert	25	\$ 234.88	\$ 5,872.00
TOTAL COST:				\$ 927,080.90

Proposer may submit a schedule of additional positions, with corresponding hourly rates on the form below. Proposer must attach a job description for each additional position submitted.

THE FEES FOR ADDITIONAL POSITIONS ARE FOR FUTURE USE IF NECESSARY BY THE CITY. THEY WILL NOT BE A FACTOR IN THE EVALUATION OF COST.

The hourly rates shall include all costs associated with the position, including but not limited to applicable insurance, overhead and profit, travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

ITEM #	ADDITIONAL POSITION(S) IF REQUIRED	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1	Odysseus™ ADMS Usage Fee <i>This is a service charge for the Odysseus™ ADMS field unit which includes licensing, data usage, technical support, and equipment. Fee is a per hour, per person while using the device.</i>	1000	\$ 10.00	\$ 10,000.00
2	Odysseus™ Damage Assessment Usage Fee <i>This is a service charge for the Odysseus™ damage assessment field unit which includes licensing, data usage, technical support, and equipment. Fee is a per hour, per person while using the device.</i>	1000	\$ 10.00	\$ 10,000.00
3	IT Tech Support <i>Responsible for overseeing equipment, performs regular maintenance and updates software as needed. Provides technical support to internal and external staff and implements company policies and procedures.</i>	10	\$ 184.72	\$ 1,847.20
4				
5				
6				
7				
8				
9				

WITHDRAWAL OF PROPOSALS

Unless otherwise specified, Proposer shall use the forms supplied by the Purchasing Division. Proposals, once opened, become the property of the City, cannot be withdrawn, & will not be returned to the Proposers. Upon opening, Proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

REJECTION OF PROPOSALS

The City reserves the right to reject any and/or all proposals when such rejection is in the best interest of the City.

PROPOSALS MAY BE REJECTED AND/OR PROPOSER(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- a. Failure to update the information on file including address, product, service or business descriptions.
- b. Failure to perform according to contract provisions.
- c. Conviction in a court of law of any criminal offense in connection with the conduct of business.
- d. Evidence of a violation of any federal or state antitrust law based on the submission of proposals or the awarding of contracts.
- e. Evidence that the Proposer has attempted to give a City of Port Orange employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part or the City of Port Orange purchasing activity.
- f. Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Proposer must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Proposer upon 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 must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES

The City of Port Orange is seeking proposals from qualified firms to provide professional services to assist with the management of disaster debris collection and reporting activities for the City, as well as grant consulting services as they relate to disaster debris collection and removal.

The Proposer is expected to be extremely knowledgeable in Federal Emergency Management Agency (FEMA) regulations, guidelines, operating policies and reimbursement. The awarded Consultant/s shall advise and support the City during a disaster recovery effort and shall be responsible for the overall monitoring of debris collection/removal contractors. This will include monitoring the removal contractors' progress and recommending efficiencies to improve and expedite recovery work. The awarded Consultant/s shall coordinate with the debris removal contractor(s) and the City to ensure a compliant, well-managed and organized approach to debris collection and disposal. All documentation and record keeping shall comply with current Federal Emergency Management Agency (FEMA) and all other applicable Federal, State and local regulations, guidelines and operating policies.

DISASTER DEBRIS MONITORING SERVICES

The Consultant will provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other areas designated as eligible by the City. Specific services may include:

- A. Coordinating daily briefings, work progress, staffing, and other key items with the City.
- B. Support with the selection and permitting of Debris Management Site (DMS), a.k.a. Temporary Debris Storage and Reduction Site (TDSRS) locations and other permitting/regulatory issues as requested.
- C. Scheduling work for team members and contractors on a daily basis.

- D. Hiring, scheduling, and managing field staff.
- E. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- F. Assisting the City with responding to public concerns and comments.
- G. Certifying Debris Removal Contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- H. Automated Debris Management System (ADMS).
- I. Digitization of source documentation (such as load tickets).
- J. Developing daily operational reports to keep the City informed of work progress.
- K. Development of maps, GIS applications, etc. as necessary.
- L. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
- M. Provide grant writing and submission support for applications to FEMA and State of Florida Emergency Management, and other available funding sources.
- N. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors.
- O. Final report and appeal preparation and assistance.

COLLECTION MONITORING

- A. In order to obtain maximum reimbursement, all debris loads shall be monitored in the field-by-field collection monitors to ensure debris eligibility. The Consultant shall provide fully trained field collection monitors to assure proper and compliant documentation protocols are instituted and followed.
- B. The Consultant shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every seven monitors unless otherwise approved by the City. This team shall monitor the debris removal contractors for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the City through their Project Manager. All field team members shall be equipped with the state-of-the-art technology, which shall include GPS enabled cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.
- C. When a field collection monitor signs or creates a load ticket, they are certifying that **ALL** information on the document is complete and correct. The field collection monitor shall not sign, create or accept any incorrect or partially completed information. Only tickets that are one hundred percent (100%) complete will be paid by the City.
- D. Collection monitoring quality control tasks include but are not limited to:
 - 1. Verification that all debris picked up is a direct result of the disaster.
 - 2. Accurately recording the addresses, streets and locations where debris was collected meeting or exceeding what is required by FEMA and other regulatory agencies for reimbursement
 - 3. Verification that the debris collection contractor(s) are working in their assigned collection areas and roads
 - 4. Immediately stop work in progress that is not being performed or documented in the approved manner. Such work shall be documented, noted for nonpayment, and brought to the attention of the City's Project Manager
 - 5. Inspect work in progress to ensure that removal efforts include debris of the proper type in the proper areas
 - 6. Ensure compliance with City contracts and federal, state and local requirements by all sub-contractors
 - 7. Maintain and catalog/index all photo documentation of recovery work on a daily basis. Digital photographs shall be of a size between 2 to 4 megapixels and shall include GPS coordinates
 - 8. Identification of eligible stumps, hangers and leaners. Coordinate with the City and federal/state representatives for eligibility determination and ensure documentation (forms, photos, etc.) is completed for reimbursement purposes.
 - 9. Ensure that contractor(s) are working in compliance with all federal, state and local safety regulations appropriate for the task being performed.

10. Ineligible debris not removed by the debris removal contractor shall be tagged, stating the reason it is ineligible with a contact name, organization and phone number as defined by the City Project Manager at the time of the event.
11. Eligible vegetative debris that cannot be removed due to unsafe placement (i.e. under low hanging power lines, location with confined access) is to be tagged, stating the reason the debris was not collected with a contact name, organization and phone number as defined by the City Project Manager at the time of the event.
12. Coordinate with the City to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc. The Consultant shall maintain a detailed database of customer complaints and resolutions.
13. An electronic ticketing system shall be used. The system shall be approved by the City prior to the event.

LOAD TICKET PROCESS DEVELOPMENT

- A. The Consultant shall establish an organized process that ensures complete and accurate data is being recorded on an approved debris load ticket. Load tickets shall consist of a digital database system with the ability to print tickets. The Consultant shall retain the original completed tickets on behalf of the City and provide copies to the debris removal contractors, vehicle drivers, etc. as appropriate. Tickets shall be scanned in the event of a digital database failure. Digital and scanned tickets and supporting photographs shall be indexed by ticket number, street name, and be easily sortable, retrievable and printable. All hardcopy and electronic versions of the tickets shall be turned over to the City upon completion of the project. Digital data shall be provided to the City in a SQL Server database. Different database formats will only be considered if it is in the best interest of the City and must be approved by the City's Project Manager or designee.
- B. Load tickets shall include the following minimum information:
 1. Date
 2. Time
 3. Complete street address of closest property
 4. Nearest cross street(s)
 5. Vehicle tag number
 6. Type of debris
 7. Vehicle certification number
 8. Percent of volume (PV)
 9. Driver name (printed) and signature
 10. Field monitor's name (printed) and signature
 11. Name of sub-contractor
 12. Tower monitor's name (printed) and signature

DISPOSAL SITE MONITORING

- A. All debris collected and disposed of, and certifications of collection vehicles shall be documented and monitored by the disposal site monitors. The Consultant shall ensure that disposal site and field collection monitors are deployed and operational commensurate with the beginning of debris collection and the establishment of debris site(s).
- B. The Consultant shall provide disposal site monitors and spotters to observe debris unloading operations at the City's designated disposal site(s). A minimum of two disposal site monitors are required per debris site. These staff members, in conjunction with the project management team and the debris contractor, shall coordinate the logistics of the disposal site to ensure efficient traffic flow and proper handling of load tickets that record FEMA data (such as vehicle volume, type of waste, etc.). The Consultant shall observe all vehicles entering and exiting the disposal site, ensuring all vehicles are in good repair and safe with secure side boards and have a full tailgate. Additionally, the disposal site monitor shall calibrate their debris vehicle load determinations daily. Disposal site monitors are expected to provide volume determination consistent with FEMA regulations.

- C. When a field collection monitor signs a load ticket, they are certifying that **ALL** information on the document is complete and correct. The field collection monitor shall not sign, create or accept any incorrect or partially completed information. Only tickets that are one hundred (100%) percent complete will be paid by the City.
- D. The Consultant's Project Manager shall conduct field quality inspections to check and verify information on debris removal and at Temporary Debris Staging and Reduction Sites (TDSRS) located throughout the City.
- E. Disposal site monitoring tasks include but shall not be limited to:
 - 1. Keeping accurate records of debris vehicles, cubic yard volume determinations, type of debris, time in and out, number of loads per day and other data as requested by City.
 - 2. Coordinate with all federal, state and local agencies as needed for TDSRS on issues such as notification, obtaining permits, determining reimbursement, etc.
 - 3. Provide preliminary assessment and documentation of TDSRS and assist in the return of the site to original conditions.
 - 4. Provide personnel to supervise the operation of TDSRS including monitoring incoming loads of debris, processing of debris, and outgoing loads of processed debris.
 - 5. Monitor and record the cubic yard capacity of each debris removal vehicle added into service; this shall be the physical internal measurement of the storage bed or trailer with deductions for unusable areas. Record data as specified in Section 2.6 Debris Vehicle Certification.
 - 6. Conduct end of day activities, such as verifying completion of debris crew assignments, completion of all record keeping, that vehicles have left the disposal site and the locking down of the facilities.

CITIZEN DROP OFF SITE MONITORING AND OPERATION

The Consultant may be required to provide staff to operate a Citizen Drop Off Site that includes but shall not be limited to:

- A. Document name and address of the citizen site user, validated with a driver license or other document approved by the City Project Manager, and the type of debris brought to the site.
- B. Photograph debris, as directed by the City, to verify the source and type of debris.
- C. Assist with communicating to residents proper handling and disposal practices.
- D. Monitor the debris removal contractor collecting debris from the citizen drop off site to be taken to the Temporary Debris Storage and Reduction Site (TDSRS).
- E. Traffic control as conditions require or as directed by the City Project Manager.

DEBRIS VEHICLE CERTIFICATION

- A. All debris hauling vehicles shall be measured and certified prior to performing debris removal. The Consultant shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Consultant on behalf of the City and provided to the City upon project completion. One copy shall be provided to both the debris removal contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at least once every two weeks to ensure no vehicle modifications have been made and to confirm data accuracy.
- B. The Consultant shall measure the usable space of each debris collection vehicle for volume and certify that capacity. This certification process includes developing certification forms and documents to accurately measure the cubic yard volume to the nearest cubic yard of each vehicle. These forms shall show the following at a minimum:
 - 1. Vehicle make, model
 - 2. Length
 - 3. Width
 - 4. Depth
 - 5. Gross volume in cubic yards
 - 6. Reduction areas such as wheel wells to reduce volume areas in cubic yards
 - 7. Net volume in cubic yards
 - 8. Tag number of vehicle

9. Company vehicle number
 10. Driver of vehicle name (printed) and signature
 11. Photograph of the driver of the vehicle
 12. Disposal site monitor name (printed) and signature certifying vehicle
 13. Date
 14. Vehicle certification number
 15. Vehicle identification number
- C. When a debris site monitor signs a vehicle certification, they are certifying that ALL information is complete and correct. The debris site monitor shall not sign or accept any partially completed information. Only tickets that are on hundred percent (100%) complete will be paid by the County.

PUBLIC INFORMATION ASSISTANCE

The Consultant shall work on behalf of the City to provide applicable documentation, technical assistance, and negotiations required to maximize the eligible activities to be funded by the Public Assistance Program including, Categories A through G, 406 mitigation and the 404 (HMGP) Grant Programs awarded to the State. If authorized by the City, Consultant shall provide consultation and Federal program expertise to identify all eligible activities for FEMA/Federal Funding to repair, restore, and mitigate the local public infrastructure impacted and vulnerable to the hazards of current and future incidents. Consultant shall work with the State Level Grantee and FEMA to maximize the eligible Public Assistance recovery and HMGP mitigation activities and shall assist in identifying other federal or state level funding sources that may also be utilized such as the NRCS, HUD and USEPA and support with grant development and submittal.

- A. The Consultant shall provide regular status updates to the City's Project Manager for public information use.
- B. The Consultant shall provide the City's Project Manager and the debris removal contractor(s) with daily updates on the quantities and type of debris collected. Each daily report shall contain the following and any other key operational statistics as defined by the City Project Manager:
 1. Contractor name
 2. Contract number
 3. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, estimated time to completion, and daily cumulative cubic yards of debris removed, processed, and hauled. This reporting is due no later than 10:00A.M. the following business day or as requested by the City.

DATABASE REPORTING

- A. The Consultant shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data, including the ticket and photos, vehicle certifications, etc., into electronic formats to support federal, (FEMA), state and local reimbursements and subsequent audits.
- B. A SQL Server Database shall be created by the Consultant and backed up at regular intervals approved by the City. This database shall include all information on debris removal and disposal including but not limited to:

1. Complete load ticket information
2. Vehicle certification information
3. Stump removal information
4. Hanger removal data
5. Leaner removal information

Different database formats will only be considered if it is in the best interest of the City and must be approved by the City's Project Manager or designee. All electronic reporting from the database shall be done in either the Adobe PDF format or Microsoft Excel. The database created by the Consultant shall be given to the City with user documentation at the conclusion of the event. The Consultant shall ensure the City can navigate, perform searches and produce reports from the final database in the same format provided for reimbursement.

GRANT APPLICATION, ADMINISTRATION & MANAGEMENT SERVICES

As directed by the City, the Consultant shall provide the following:

- A. Preliminary Damage Assessment (PDA)
- B. Direct Administrative Cost Assistance
- C. Small Project Worksheet (PW) Development
- D. Large PW Preparation
- E. Alternate and Improved Project Funding Consultation
- F. Hazard Mitigation Funding Support
- G. Special Consideration Assistance
- H. Construction Inspection
- I. Grant Administration/Financial Reconciliation Services
- J. Interim Project Inspections
- K. Final Project Inspections
- L. Data Collection and Dissemination
- M. Financial Compliance Review
- N. Insurance evaluation, documentation adjusting and settlement services
- O. Project Scope Development
- P. Project Cost Estimation and Documentation
- Q. Project Payment Requests
- R. Management – Project Cost Reconciliations
- S. Evaluating/Estimating Cost Overruns
- T. Preparing PW Versions for Cost Adjustments
- U. Grant Closeout Services
- V. Audit Assistance/Defense
- W. Appeals Development

EMERGENCY MANAGEMENT PLANNING AND TRAINING

As directed by the City, the Consultant shall provide:

- A. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development, review , and revisions.
- B. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- C. Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
- D. Procurement assistance for debris removal contractors and other services as requested.
- E. Project management to include the formulation and management of permanent work projects, task force management, and City Council, Boards and Panels.
- F. Technical support and assistance in developing public information.
- G. Other training and assistance as requested by the City.
- H. Other reports and data as required by the City.
- I. Other emergency management and consulting services identified and required by the City.

PROJECT MANAGEMENT AND ADMINISTRATION

- A. The Consultant shall appoint a qualified Project Manager for overall coordination and communication with the City. The Project Manager shall remain on the job and be available to the City at all times during the operational phases of the debris collection and disposal project.
- B. The Consultant shall supply a temporary field office for the monitoring staff. The field office shall include all necessary communication equipment, office equipment, and supplies to effectively implement assigned duties.
- C. Project management and administrative responsibilities include but are not limited to:
 - 1. Coordinate daily briefings with key operational staff, City staff and debris removal contractor(s) to review, formulate and update debris removal operations and strategies. Schedule, manage and conduct

- periodic meetings with field staff and removal contractors. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris removal contractor(s) and the debris removal operation.
2. Provide a daily report of the current day debris removal contractor crew assignments, working locations and number of trucks assigned; from the previous day and for the project to date, the total number of loads, cubic yards collected by Temporary Debris Storage and Reduction Sites (TDSRS) and debris type as defined by the Project Manager, average cubic yards per load, average load call percentage, and other key operational statistics to the City's Debris Manager or designee.
 3. An interactive web map shall be provided for in-house city staff with all information available in the working database. Data accessible in the web map shall include, but not be limited to, the "live" location of each debris monitor, all debris collection points, and the road collection status (i.e. 1st pass complete, 2nd pass complete). The City may optionally request a second web map for the public to communicate information and data approved by the City for public communication. The Consultant shall provide the City, upon request, data contained in the web map in an ESRI geodatabase format. City access to the web map ESRI REST service(s) is preferred.
 4. Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.
 5. Hire, train, deploy and supervise all field collection monitors and staff.
 6. Conduct debris surveys and perform debris estimation by debris types. In addition to the use of traditional field surveys and debris estimation models, the Consultant shall have the ability to use aerial photography, collected from an unmanned aerial vehicle (UAV), traditional fixed wing aircraft or a helicopter, to confirm debris estimates or to generate automated/semi- automated debris estimates.
 7. Maintain accurate records of all debris collection vehicles as specified in Section 2.6 Debris Vehicle Certification and conduct regular monitoring for vehicle modifications.
 8. Track and coordinate responses to problems identified in the field and citizen complaints, including commercial and/or residential property damage claims as a result of debris removal. Consultant shall maintain a detailed database of all problems and customer complaints and the corresponding resolutions.
 9. Ensure that debris reduction and disposal sites have access control and security. Conduct end of the day duties and verify that all vehicles have left the disposal site at the specified time established by the City.
 10. Ensure the field collection monitors are accurately recording the streets and locations where debris was collected.
 11. Schedule work for all team members and contractors on a daily basis.
 12. Conduct safety inspections on a regular, predetermined and random basis. Ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.
 13. Monitor the debris removal contractor for compliance with the requirements of their contract and all City, Federal, State and local regulations, guidelines and operating policies.
 14. Provide training to City staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection contractor(s), county, state and federal agencies.
 15. Develop forms, databases, etc. for tracking field activities, submitting invoices for reimbursement, etc. Such forms and invoices shall be compatible with City software and approved by the City's Project Manager or designee. The City utilizes Microsoft products (Excel, Access and SQL Server).
 16. Daily personnel tracking sheets (field reports) shall be maintained for all Consultant personnel assigned to the project.
 17. Set up schedules for monitors each day and determine cleanup crew assignments. Survey and maintain a list of areas with special needs, including, but not limited to, hazardous stumps, trees, hangers/leaners, debris types, low hanging power lines, confined access and other potential problems.
 18. Prepare daily and periodic tracking reports to support debris removal, Temporary Debris Storage and Reduction Site (TDSRS) Operations and final debris disposal and audit purposes. This includes maintaining a database of debris managed, costs incurred and reconciliation of debris collection and contractor invoices.
 19. Compile records and assist the City with the preparation of required forms for reimbursement.

PAYMENT MONITORING AND RECONCILIATION PROCESS

The Consultant shall review, validate and reconcile debris removal contractor(s)' invoices prior to submission to the City for processing. The Consultant shall conduct a meeting at the beginning of the debris removal operation to fully explain the process to the City, debris contractor(s) and FEMA representatives. All invoices from the debris removal contractor(s) shall be directed to the Consultant. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the Consultant to be accepted or rejected. The Consultant shall issue in writing to the City and the debris removal contractor(s), the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the Consultant shall clearly state the reasons for rejection and work with the debris removal contractor to resolve immediately. Only invoices that are one hundred (100%) percent accurate and complete will be forwarded to the City's Project Manager for payment.

REPORTING TO THE CITY'S PROJECT MANAGER

The Consultant shall contact the City's Project Manager no later than twenty-four (24) hours prior to a hurricane event or immediately upon the occurrence of a major disaster event within the City when there is no advance notification/warning. The Consultant shall report to the City Project Manager or designee within eight (8) hours of being given a signed Task Authorization or Purchase Order.

STAFFING PLAN

The Consultant shall include in the response to this RFP a management plan that will outline how the Consultant proposes to handle the specified services, staffing (administrative and field), and equipment necessary to meet the City's requirements as identified in this RFP. The Consultant shall submit a list of key personnel to be used in the resulting Contract, which shall include names and resumes. The supervising staff shall speak English and be able to effectively communicate with the drivers. The Consultant may use other positions as necessary. All such positions and their purpose or role in the monitoring operations shall be identified.

OTHER RELATED SERVICES

A. Event Closure:

The Consultant shall assist the City in preparing final reports necessary for City staff and designated debris removal contractor(s) for reimbursement by FEMA and other applicable agencies for disaster recovery efforts. The Consultant shall assist in reviewing and processing requests for payment by the debris removal contractor(s).

B. Federal Funding:

To ensure that processing of federal funding is done as quickly as possible, the following information and its accuracy shall be the responsibility of the Monitoring Consultant:

1. Debris related invoices
2. Monitoring information
3. Reports
4. Load tickets
5. Consultant payroll
6. Equipment hours
7. Vehicle certifications
8. Start and end dates of the first debris removal pass and all subsequent passes

C. Compliance:

The Consultant shall provide professional oversight to ensure compliance with Florida Department of Environmental Protection (FDEP) regulations, Florida Department of Transportation (FDOT), Florida Forest Service (FFS), FEMA reporting requirements, and any other federal, state, or local regulation. The Consultant shall stay current with FEMA policies and procedures and notify the City's Project Manager immediately as changes occur.

D. Meetings with City Personnel:

The Consultant shall meet with City representatives and the debris contractor daily during disaster event activation. During periods without a disaster, the Consultant shall meet with the City's Project Manager or designee at least once a year at no cost to the City. This meeting shall occur prior to the hurricane season.

E. Additional Services:

The Consultant shall have the ability, at the request of the City, to implement a tracking mechanism to document each debris removal contractor truck's route to collect and transport debris to a Temporary Debris Storage and Reduction Site (TDSRS).

{END OF SCOPE OF SERVICES}

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to proposers, term and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a solicitation. Plural: Addenda
2. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
3. **Appropriate, Appropriated or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
4. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design and workmanship.
5. **Bid Guaranty (Bid Bond)** guarantees that the Bidder will not withdraw the Bid within the period specified for acceptance and will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the solicitation unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
6. **Bidder or Proposer** is a person, firm or entity that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
7. **City** means the City of Port Orange.
8. **Competitive Negotiation** means a method for acquiring goods, services and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a competitive process, regardless of the method or procurement.
9. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Bidders or Proposers in accordance with the terms of a competitive process, regardless of the method of procurement.
10. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
11. **Construction** means the process of building, repairing, improving and alterations, conversion or extension of buildings, parks, utilities, streets or other improvements or alterations to real property.
12. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
13. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
14. **Deliverables** means the goods, products, materials and/or services to be provided to the City by a Bidder or Proposer.
15. **DemandStar** is the official online repository for all City competitive solicitations.
16. **Due Date** means the date and time specified for the receipt of responses to a solicitation.
17. **End User** is a person, program, agency or other eligible user who uses a contract to purchase a commodity or contractual service.
18. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals as part of a Request for Proposals (RFP), Request for Statements of Qualifications (RFSQ) or competitive grant process.
19. **Evaluator** is a member of the evaluation committee/team

EXHIBIT "2"

Example Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. [Click here to enter text.](#)

Contract for Services dated [Click here to enter text.](#)

Between the City of Port Orange, Florida and Integrated Solutions Consulting, Corp.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the “City”) and **INTEGRATED SOLUTIONS CONSULTING, CORP.**, an Illinois corporation with its principal place of business at 220 South Bouchanan Drive, Edwardsville, Illinois 62025 (“Contractor”), and hereinafter collectively referred to as the “Parties,” and is to that certain Contract and Services dated as referenced above, and any amendments thereto, hereinafter collectively referred to as the “Agreement.” The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to **Disaster Debris Monitoring & Grant Consulting Services** as related to _____, and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit “1.”
3. The Public Works Department Head, Thomas DiEulio, or their designee, [Click here to enter text.](#), if applicable, shall perform contract administration for this Task Authorization No. [Click here to enter text.](#), and may be reached at [Click here to enter text.](#).
4. Contractor shall commence the services to be provided herein within 24 hours of the date of written electronic notice by the City to the Contractor, with Contractor’s electronic confirmation of receipt.
5. Contractor acknowledges that the City shall designate a vendor that shall perform services relating to Disaster Debris Removal Services.
6. Contractor acknowledges that a Debris Management Site (“DMS”) shall be designated by the Public Works Director, _____. The City reserves the right to designate alternate sites for Contractor’s debris.
7. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit “A” attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$ [Click here to enter text.](#). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
8. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit “B,” and acceptable to the City Attorney, and recorded with the Clerk of Volusia County at Contractor’s expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the

interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. ____.

9. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract for the services referenced hereinabove shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

INTEGRATED SOLUTIONS CONSULTING, CORP.

By: _____

Daniel Martin, President

If this Agreement is signed by an individual not identified in the records of the Florida Department of State, Division of Corporations, then please provide written authorization for that individual to enter into Agreements on behalf of said entity.

Printed Name: _____

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Wayne Clark, City Manager

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

EXHIBIT "3"

Example Payment and Performance Bond

Consisting of 3 Pages

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Integrated Solutions Consulting, Corp.

Principal Business Address: 220 South Bouchanan Drive
Edwardsville, Illinois 62025

Contact Person: Daniel Martin, President

Phone Number: (847) 306-3541

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation

1000 City Center Circle
Port Orange, Florida 32129-4144

Contact Person: City Manager

Phone Number: (386) 506-5501

Amount: \$ _____ **City Case/Project No.** RFP 23-15 Disaster Debris Monitoring & Grant Consulting Services

Description of Work: Disaster Debris Monitoring & Grant Consulting Services

Project Location: Various locations in and around the City of Port Orange, Port Orange, Florida
Port Orange, Volusia County, Florida

Legal Description: Various locations in and around the City of Port Orange, Port Orange, Florida

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Integrated Solutions Consulting, Corp.

RFP 23-15 Disaster Debris Monitoring & Grant Consulting Services

Bond No. _____

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **INTEGRATED SOLUTIONS CONSULTING, CORP.** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS (\$_____)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Contract for Services having an effective date of _____, entered into by and between the Principal and the City, for disaster debris monitoring and consulting services, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 20__.

Attest:

INTEGRATED SOLUTIONS CONSULTING, CORP.

(As to Corporate Principal) Secretary

By: _____
Daniel Martin, President

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: **Date of BOND must not be prior to date of Contract.** If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



CITY OF PORT ORANGE CONTRACT FOR SERVICES (with FEMA required provisions)

This Contract for Services ("Contract") is entered into this ____ day of _____, **2023**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **TETRA TECH, INC.**, a Delaware corporation whose principal address is 3475 East Foothill Boulevard, Pasadena, California 91107 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide disaster debris monitoring and grant consulting services, and as more specifically described in Request for Proposal 23-15 ("RFP 23-15"). This Contract together with RFP 23-15, Addendum No. 1, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Work, and the Contractor's Services Costs/Fee Proposal as submitted in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of RFP 23-15 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed by the Parties, and shall continue for a period of three (3) years (the "Term").

Renewals: Upon written agreement of the Parties, appropriation by City Council, and City Manager approval, this Contract may be renewed for up to two (2) one-year periods.

Manner and Place: The work shall be in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services, or require the City to place any orders for goods or services. The City will issue a Purchase Order and a Task Authorization with a Payment and Performance Bond. The City will issue written electronic authorization in the form of a Notice to Proceed for the services described hereinabove. A sample Task Authorization is attached hereto as Exhibit "2." Contractor agrees to return an executed copy of the Task Authorization and bond via facsimile or e-mail within 36 hours of the City's delivery thereof. The City reserves the right to contract with other parties for the services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not to exceed the appropriated budget per fiscal year.

All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms are attached as Exhibit "3," and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by the Contractor under this Contract:

- (a) Front Page for Bond (F.S. § 255.05)
- (b) Combination Payment and Performance Bond (F.S. § 255.05)

4. Contract Administration. The Public Works Director, tom DiEulio, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

5. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 24 of this contract concerning disputes.

7. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the Contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

9. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after closeout of the FEMA grant, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after closeout of the FEMA grant under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are 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 the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

11. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work

under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

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Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
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Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☒	Professional Liability/Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage – \$ <u>To be determined.</u>	
☒	Payment and Performance Bond Required	Limits: Coverage - Equal to 100% of the amount established by a Task Authorization issued pursuant to the Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$200,000.00		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		

13. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

14. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

15. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

16. **Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. **Warranties.** Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

18. **Additional Warranties.** Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. **Additional Bond Security.** If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

20. **Inspection**

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall

neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. Liability for Loss or Damage.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

22. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

24. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

25. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

26. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

27. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

28. Compliance with Other Federal Standards.

(a) Termination for Default. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms are set forth in Paragraph 8, hereinabove.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, hereinabove. Termination for non-appropriation of funds is set forth in Paragraph 11, hereinabove.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) 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.

(ii) 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.

(iii) 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.

(iv) The Contractor will send to each labor union or representative of 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.

(v) 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.

(vi) 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.

(vii) 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.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) 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 so participating 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 this 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.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it does not apply to other FEMA grant and cooperative agreement programs, **including the PA Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting

officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any

subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case

may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

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

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an

apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate

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

(iii) Equal employment opportunity.

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

(5) Compliance with Copeland Act requirements.

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

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

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

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

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

(10) Certification of eligibility.

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

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause

requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Contractor shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Contractor shall include these provisions, in full, into any subcontracts.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the

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

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program**, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(2) If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management (“FDEM”), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) **This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference,** is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract

that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 shall 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Contractor must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

- (1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- d. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

- (i) This clause does not prohibit Contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (ii) By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - 1. Are *not used* as a substantial or essential component of any system; and
 - 2. Are *not used* as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement.*

- (i) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or

subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Contractor agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained hereinabove.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug

Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug-Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Not all FEMA financial assistance programs are subject to BABAA. Most disaster financial assistance programs are not subject to BABAA requirements, including the Public Assistance (PA), Hazard Mitigation Grant Program (HMGP), Individual Assistance (IA), and Fire Mitigation Assistance Grant (FMAG) programs.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

Required Certification: If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City). Said certification is included in the solicitation and made a part hereof by reference.

29. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained

herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

30. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Tom DiEulio, Public Works Director
1395 Dunlawton Avenue
Port Orange, Florida 32129
(386) 506-5592

Contractor: Tetra Tech, Inc.
Attention: J. Christopher Lewis, Director
3475 East Foothill Boulevard
Pasadena, California 91107
(321) 441-8500 - Telephone
TDR.contracts@tetrattech.com - E-Mail

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

31. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

32. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

TETRA TECH, INC.

By: _____

J. Christopher Lewis, Director

If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Printed Name: _____

Date _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

EXHIBIT “1”

Contractor's Services Costs/Fee Proposal
and
RFP 23-15 Section 3 - Scope of Services

Consisting of 10 Pages

(ATTACHMENT 1) SERVICES COSTS/FEES PROPOSAL**CITY OF PORT ORANGE****RFP #23-15****Disaster Debris Monitoring & Grant Consulting Services**

Completed (Attachment 1) Services Costs/Fees Proposal form **MUST** be included with Submittal. Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	Tetra Tech, Inc.
CONTACT PERSON:	Jonathan Burgiel
EMAIL ADDRESS:	ttr.contracts@tetratech.com
AUTHORIZED	

ITEM #	EMPLOYEE/SERVICE CATEGORY	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1	Project Management/On Site	100	\$ 65.00	\$ 6,500.00
2	Operations Manager/Administrator	50	\$ 65.00	\$ 3,250.00
3	Project Coordinators	150	\$ 34.00	\$ 5,100.00
4	Training and Exercise Coordinator	150	\$ 90.00	\$ 13,500.00
5	Data Manager	150	\$ 58.00	\$ 8,700.00
6	Field Collection Monitor/Supervisor	7,000	\$ 33.50	\$ 234,500.00
7	Debris Site/Tower Monitor	3,000	\$ 33.00	\$ 99,000.00
8	Crew Monitor ¹	300	\$ 0.00	\$ 0.00
9	Emergency Management Planner	150	\$ 130.00	\$ 19,500.00
10	Senior Grant Consultant	60	\$ 160.00	\$ 9,600.00
11	FEMA Reimbursement Specialist	100	\$ 95.00	\$ 9,500.00
12	Quality Control Manager/Invoice Analyst	150	\$ 45.00	\$ 6,750.00
13	Grant Management Consultant	50	\$ 120.00	\$ 6,000.00
14	GIS Analyst	100	\$ 50.00	\$ 5,000.00
15	Administrative Support Staff ²	300	\$ 0.00	\$ 0.00
16	On Site Supervisor	1,000	\$ 44.00	\$ 44,000.00
17	Site Supervisor or Area Supervisor ³	1,500	\$ 0.00	\$ 0.00
18	Attorney	25	\$ 190.00	\$ 4,750.00
19	Subject Matter Expert	25	\$ 125.00	\$ 3,125.00

TOTAL COST: \$ 478,775.00

Proposer may submit a schedule of additional positions, with corresponding hourly rates on the form below. Proposer must attach a job description for each additional position submitted.

THE FEES FOR ADDITIONAL POSITIONS ARE FOR FUTURE USE IF NECESSARY BY THE CITY. THEY WILL NOT BE A FACTOR IN THE EVALUATION OF COST.

The hourly rates shall include all costs associated with the position, including but not limited to applicable insurance, overhead and profit, travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

ITEM #	ADDITIONAL POSITION(S) IF REQUIRED	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1				
2				
3				
4				
5				
6				
7				
8				
9				

*Tetra Tech operates under National Incident Management System (NIMS) protocols which promote appropriate spans of control and levels of supervision. The City's rate schedule includes a greater number of supervisory and administrative positions than are generally required for Tetra Tech managed debris monitoring projects. For this reason, Tetra Tech will not need to utilize all of the supervisory and administrative positions listed on Attachment 1. Details are included in the footnotes below.

1 - The roles of the Crew Monitor Position position will be fulfilled by the Field Collection Monitor/Supervisor position.

2 - The roles of the Administrative Support Staff position will be fulfilled by the Project Coordinator position.

3 - The roles of the Site Supervisor or Area Supervisor position will be fulfilled by the On Site Supervisor position.

- D. Hiring, scheduling, and managing field staff.
- E. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- F. Assisting the City with responding to public concerns and comments.
- G. Certifying Debris Removal Contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- H. Automated Debris Management System (ADMS).
- I. Digitization of source documentation (such as load tickets).
- J. Developing daily operational reports to keep the City informed of work progress.
- K. Development of maps, GIS applications, etc. as necessary.
- L. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
- M. Provide grant writing and submission support for applications to FEMA and State of Florida Emergency Management, and other available funding sources.
- N. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors.
- O. Final report and appeal preparation and assistance.

COLLECTION MONITORING

- A. In order to obtain maximum reimbursement, all debris loads shall be monitored in the field-by-field collection monitors to ensure debris eligibility. The Consultant shall provide fully trained field collection monitors to assure proper and compliant documentation protocols are instituted and followed.
- B. The Consultant shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every seven monitors unless otherwise approved by the City. This team shall monitor the debris removal contractors for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the City through their Project Manager. All field team members shall be equipped with the state-of-the-art technology, which shall include GPS enabled cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.
- C. When a field collection monitor signs or creates a load ticket, they are certifying that **ALL** information on the document is complete and correct. The field collection monitor shall not sign, create or accept any incorrect or partially completed information. Only tickets that are one hundred percent (100%) complete will be paid by the City.
- D. Collection monitoring quality control tasks include but are not limited to:
 - 1. Verification that all debris picked up is a direct result of the disaster.
 - 2. Accurately recording the addresses, streets and locations where debris was collected meeting or exceeding what is required by FEMA and other regulatory agencies for reimbursement
 - 3. Verification that the debris collection contractor(s) are working in their assigned collection areas and roads
 - 4. Immediately stop work in progress that is not being performed or documented in the approved manner. Such work shall be documented, noted for nonpayment, and brought to the attention of the City's Project Manager
 - 5. Inspect work in progress to ensure that removal efforts include debris of the proper type in the proper areas
 - 6. Ensure compliance with City contracts and federal, state and local requirements by all sub-contractors
 - 7. Maintain and catalog/index all photo documentation of recovery work on a daily basis. Digital photographs shall be of a size between 2 to 4 megapixels and shall include GPS coordinates
 - 8. Identification of eligible stumps, hangers and leaners. Coordinate with the City and federal/state representatives for eligibility determination and ensure documentation (forms, photos, etc.) is completed for reimbursement purposes.
 - 9. Ensure that contractor(s) are working in compliance with all federal, state and local safety regulations appropriate for the task being performed.

10. Ineligible debris not removed by the debris removal contractor shall be tagged, stating the reason it is ineligible with a contact name, organization and phone number as defined by the City Project Manager at the time of the event.
11. Eligible vegetative debris that cannot be removed due to unsafe placement (i.e. under low hanging power lines, location with confined access) is to be tagged, stating the reason the debris was not collected with a contact name, organization and phone number as defined by the City Project Manager at the time of the event.
12. Coordinate with the City to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc. The Consultant shall maintain a detailed database of customer complaints and resolutions.
13. An electronic ticketing system shall be used. The system shall be approved by the City prior to the event.

LOAD TICKET PROCESS DEVELOPMENT

- A. The Consultant shall establish an organized process that ensures complete and accurate data is being recorded on an approved debris load ticket. Load tickets shall consist of a digital database system with the ability to print tickets. The Consultant shall retain the original completed tickets on behalf of the City and provide copies to the debris removal contractors, vehicle drivers, etc. as appropriate. Tickets shall be scanned in the event of a digital database failure. Digital and scanned tickets and supporting photographs shall be indexed by ticket number, street name, and be easily sortable, retrievable and printable. All hardcopy and electronic versions of the tickets shall be turned over to the City upon completion of the project. Digital data shall be provided to the City in a SQL Server database. Different database formats will only be considered if it is in the best interest of the City and must be approved by the City's Project Manager or designee.
- B. Load tickets shall include the following minimum information:
 1. Date
 2. Time
 3. Complete street address of closest property
 4. Nearest cross street(s)
 5. Vehicle tag number
 6. Type of debris
 7. Vehicle certification number
 8. Percent of volume (PV)
 9. Driver name (printed) and signature
 10. Field monitor's name (printed) and signature
 11. Name of sub-contractor
 12. Tower monitor's name (printed) and signature

DISPOSAL SITE MONITORING

- A. All debris collected and disposed of, and certifications of collection vehicles shall be documented and monitored by the disposal site monitors. The Consultant shall ensure that disposal site and field collection monitors are deployed and operational commensurate with the beginning of debris collection and the establishment of debris site(s).
- B. The Consultant shall provide disposal site monitors and spotters to observe debris unloading operations at the City's designated disposal site(s). A minimum of two disposal site monitors are required per debris site. These staff members, in conjunction with the project management team and the debris contractor, shall coordinate the logistics of the disposal site to ensure efficient traffic flow and proper handling of load tickets that record FEMA data (such as vehicle volume, type of waste, etc.). The Consultant shall observe all vehicles entering and exiting the disposal site, ensuring all vehicles are in good repair and safe with secure side boards and have a full tailgate. Additionally, the disposal site monitor shall calibrate their debris vehicle load determinations daily. Disposal site monitors are expected to provide volume determination consistent with FEMA regulations.

- C. When a field collection monitor signs a load ticket, they are certifying that **ALL** information on the document is complete and correct. The field collection monitor shall not sign, create or accept any incorrect or partially completed information. Only tickets that are one hundred (100%) percent complete will be paid by the City.
- D. The Consultant's Project Manager shall conduct field quality inspections to check and verify information on debris removal and at Temporary Debris Staging and Reduction Sites (TDSRS) located throughout the City.
- E. Disposal site monitoring tasks include but shall not be limited to:
 - 1. Keeping accurate records of debris vehicles, cubic yard volume determinations, type of debris, time in and out, number of loads per day and other data as requested by City.
 - 2. Coordinate with all federal, state and local agencies as needed for TDSRS on issues such as notification, obtaining permits, determining reimbursement, etc.
 - 3. Provide preliminary assessment and documentation of TDSRS and assist in the return of the site to original conditions.
 - 4. Provide personnel to supervise the operation of TDSRS including monitoring incoming loads of debris, processing of debris, and outgoing loads of processed debris.
 - 5. Monitor and record the cubic yard capacity of each debris removal vehicle added into service; this shall be the physical internal measurement of the storage bed or trailer with deductions for unusable areas. Record data as specified in Section 2.6 Debris Vehicle Certification.
 - 6. Conduct end of day activities, such as verifying completion of debris crew assignments, completion of all record keeping, that vehicles have left the disposal site and the locking down of the facilities.

CITIZEN DROP OFF SITE MONITORING AND OPERATION

The Consultant may be required to provide staff to operate a Citizen Drop Off Site that includes but shall not be limited to:

- A. Document name and address of the citizen site user, validated with a driver license or other document approved by the City Project Manager, and the type of debris brought to the site.
- B. Photograph debris, as directed by the City, to verify the source and type of debris.
- C. Assist with communicating to residents proper handling and disposal practices.
- D. Monitor the debris removal contractor collecting debris from the citizen drop off site to be taken to the Temporary Debris Storage and Reduction Site (TDSRS).
- E. Traffic control as conditions require or as directed by the City Project Manager.

DEBRIS VEHICLE CERTIFICATION

- A. All debris hauling vehicles shall be measured and certified prior to performing debris removal. The Consultant shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Consultant on behalf of the City and provided to the City upon project completion. One copy shall be provided to both the debris removal contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at least once every two weeks to ensure no vehicle modifications have been made and to confirm data accuracy.
- B. The Consultant shall measure the usable space of each debris collection vehicle for volume and certify that capacity. This certification process includes developing certification forms and documents to accurately measure the cubic yard volume to the nearest cubic yard of each vehicle. These forms shall show the following at a minimum:
 - 1. Vehicle make, model
 - 2. Length
 - 3. Width
 - 4. Depth
 - 5. Gross volume in cubic yards
 - 6. Reduction areas such as wheel wells to reduce volume areas in cubic yards
 - 7. Net volume in cubic yards
 - 8. Tag number of vehicle

9. Company vehicle number
 10. Driver of vehicle name (printed) and signature
 11. Photograph of the driver of the vehicle
 12. Disposal site monitor name (printed) and signature certifying vehicle
 13. Date
 14. Vehicle certification number
 15. Vehicle identification number
- C. When a debris site monitor signs a vehicle certification, they are certifying that ALL information is complete and correct. The debris site monitor shall not sign or accept any partially completed information. Only tickets that are on hundred percent (100%) complete will be paid by the County.

PUBLIC INFORMATION ASSISTANCE

The Consultant shall work on behalf of the City to provide applicable documentation, technical assistance, and negotiations required to maximize the eligible activities to be funded by the Public Assistance Program including, Categories A through G, 406 mitigation and the 404 (HMGP) Grant Programs awarded to the State. If authorized by the City, Consultant shall provide consultation and Federal program expertise to identify all eligible activities for FEMA/Federal Funding to repair, restore, and mitigate the local public infrastructure impacted and vulnerable to the hazards of current and future incidents. Consultant shall work with the State Level Grantee and FEMA to maximize the eligible Public Assistance recovery and HMGP mitigation activities and shall assist in identifying other federal or state level funding sources that may also be utilized such as the NRCS, HUD and USEPA and support with grant development and submittal.

- A. The Consultant shall provide regular status updates to the City's Project Manager for public information use.
- B. The Consultant shall provide the City's Project Manager and the debris removal contractor(s) with daily updates on the quantities and type of debris collected. Each daily report shall contain the following and any other key operational statistics as defined by the City Project Manager:
 1. Contractor name
 2. Contract number
 3. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, estimated time to completion, and daily cumulative cubic yards of debris removed, processed, and hauled. This reporting is due no later than 10:00A.M. the following business day or as requested by the City.

DATABASE REPORTING

- A. The Consultant shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data, including the ticket and photos, vehicle certifications, etc., into electronic formats to support federal, (FEMA), state and local reimbursements and subsequent audits.
- B. A SQL Server Database shall be created by the Consultant and backed up at regular intervals approved by the City. This database shall include all information on debris removal and disposal including but not limited to:

1. Complete load ticket information
2. Vehicle certification information
3. Stump removal information
4. Hanger removal data
5. Leaner removal information

Different database formats will only be considered if it is in the best interest of the City and must be approved by the City's Project Manager or designee. All electronic reporting from the database shall be done in either the Adobe PDF format or Microsoft Excel. The database created by the Consultant shall be given to the City with user documentation at the conclusion of the event. The Consultant shall ensure the City can navigate, perform searches and produce reports from the final database in the same format provided for reimbursement.

GRANT APPLICATION, ADMINISTRATION & MANAGEMENT SERVICES

As directed by the City, the Consultant shall provide the following:

- A. Preliminary Damage Assessment (PDA)
- B. Direct Administrative Cost Assistance
- C. Small Project Worksheet (PW) Development
- D. Large PW Preparation
- E. Alternate and Improved Project Funding Consultation
- F. Hazard Mitigation Funding Support
- G. Special Consideration Assistance
- H. Construction Inspection
- I. Grant Administration/Financial Reconciliation Services
- J. Interim Project Inspections
- K. Final Project Inspections
- L. Data Collection and Dissemination
- M. Financial Compliance Review
- N. Insurance evaluation, documentation adjusting and settlement services
- O. Project Scope Development
- P. Project Cost Estimation and Documentation
- Q. Project Payment Requests
- R. Management – Project Cost Reconciliations
- S. Evaluating/Estimating Cost Overruns
- T. Preparing PW Versions for Cost Adjustments
- U. Grant Closeout Services
- V. Audit Assistance/Defense
- W. Appeals Development

EMERGENCY MANAGEMENT PLANNING AND TRAINING

As directed by the City, the Consultant shall provide:

- A. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development, review , and revisions.
- B. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- C. Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
- D. Procurement assistance for debris removal contractors and other services as requested.
- E. Project management to include the formulation and management of permanent work projects, task force management, and City Council, Boards and Panels.
- F. Technical support and assistance in developing public information.
- G. Other training and assistance as requested by the City.
- H. Other reports and data as required by the City.
- I. Other emergency management and consulting services identified and required by the City.

PROJECT MANAGEMENT AND ADMINISTRATION

- A. The Consultant shall appoint a qualified Project Manager for overall coordination and communication with the City. The Project Manager shall remain on the job and be available to the City at all times during the operational phases of the debris collection and disposal project.
- B. The Consultant shall supply a temporary field office for the monitoring staff. The field office shall include all necessary communication equipment, office equipment, and supplies to effectively implement assigned duties.
- C. Project management and administrative responsibilities include but are not limited to:
 - 1. Coordinate daily briefings with key operational staff, City staff and debris removal contractor(s) to review, formulate and update debris removal operations and strategies. Schedule, manage and conduct

- periodic meetings with field staff and removal contractors. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris removal contractor(s) and the debris removal operation.
2. Provide a daily report of the current day debris removal contractor crew assignments, working locations and number of trucks assigned; from the previous day and for the project to date, the total number of loads, cubic yards collected by Temporary Debris Storage and Reduction Sites (TDSRS) and debris type as defined by the Project Manager, average cubic yards per load, average load call percentage, and other key operational statistics to the City's Debris Manager or designee.
 3. An interactive web map shall be provided for in-house city staff with all information available in the working database. Data accessible in the web map shall include, but not be limited to, the "live" location of each debris monitor, all debris collection points, and the road collection status (i.e. 1st pass complete, 2nd pass complete). The City may optionally request a second web map for the public to communicate information and data approved by the City for public communication. The Consultant shall provide the City, upon request, data contained in the web map in an ESRI geodatabase format. City access to the web map ESRI REST service(s) is preferred.
 4. Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.
 5. Hire, train, deploy and supervise all field collection monitors and staff.
 6. Conduct debris surveys and perform debris estimation by debris types. In addition to the use of traditional field surveys and debris estimation models, the Consultant shall have the ability to use aerial photography, collected from an unmanned aerial vehicle (UAV), traditional fixed wing aircraft or a helicopter, to confirm debris estimates or to generate automated/semi- automated debris estimates.
 7. Maintain accurate records of all debris collection vehicles as specified in Section 2.6 Debris Vehicle Certification and conduct regular monitoring for vehicle modifications.
 8. Track and coordinate responses to problems identified in the field and citizen complaints, including commercial and/or residential property damage claims as a result of debris removal. Consultant shall maintain a detailed database of all problems and customer complaints and the corresponding resolutions.
 9. Ensure that debris reduction and disposal sites have access control and security. Conduct end of the day duties and verify that all vehicles have left the disposal site at the specified time established by the City.
 10. Ensure the field collection monitors are accurately recording the streets and locations where debris was collected.
 11. Schedule work for all team members and contractors on a daily basis.
 12. Conduct safety inspections on a regular, predetermined and random basis. Ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.
 13. Monitor the debris removal contractor for compliance with the requirements of their contract and all City, Federal, State and local regulations, guidelines and operating policies.
 14. Provide training to City staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection contractor(s), county, state and federal agencies.
 15. Develop forms, databases, etc. for tracking field activities, submitting invoices for reimbursement, etc. Such forms and invoices shall be compatible with City software and approved by the City's Project Manager or designee. The City utilizes Microsoft products (Excel, Access and SQL Server).
 16. Daily personnel tracking sheets (field reports) shall be maintained for all Consultant personnel assigned to the project.
 17. Set up schedules for monitors each day and determine cleanup crew assignments. Survey and maintain a list of areas with special needs, including, but not limited to, hazardous stumps, trees, hangers/leaners, debris types, low hanging power lines, confined access and other potential problems.
 18. Prepare daily and periodic tracking reports to support debris removal, Temporary Debris Storage and Reduction Site (TDSRS) Operations and final debris disposal and audit purposes. This includes maintaining a database of debris managed, costs incurred and reconciliation of debris collection and contractor invoices.
 19. Compile records and assist the City with the preparation of required forms for reimbursement.

PAYMENT MONITORING AND RECONCILIATION PROCESS

The Consultant shall review, validate and reconcile debris removal contractor(s)' invoices prior to submission to the City for processing. The Consultant shall conduct a meeting at the beginning of the debris removal operation to fully explain the process to the City, debris contractor(s) and FEMA representatives. All invoices from the debris removal contractor(s) shall be directed to the Consultant. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the Consultant to be accepted or rejected. The Consultant shall issue in writing to the City and the debris removal contractor(s), the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the Consultant shall clearly state the reasons for rejection and work with the debris removal contractor to resolve immediately. Only invoices that are one hundred (100%) percent accurate and complete will be forwarded to the City's Project Manager for payment.

REPORTING TO THE CITY'S PROJECT MANAGER

The Consultant shall contact the City's Project Manager no later than twenty-four (24) hours prior to a hurricane event or immediately upon the occurrence of a major disaster event within the City when there is no advance notification/warning. The Consultant shall report to the City Project Manager or designee within eight (8) hours of being given a signed Task Authorization or Purchase Order.

STAFFING PLAN

The Consultant shall include in the response to this RFP a management plan that will outline how the Consultant proposes to handle the specified services, staffing (administrative and field), and equipment necessary to meet the City's requirements as identified in this RFP. The Consultant shall submit a list of key personnel to be used in the resulting Contract, which shall include names and resumes. The supervising staff shall speak English and be able to effectively communicate with the drivers. The Consultant may use other positions as necessary. All such positions and their purpose or role in the monitoring operations shall be identified.

OTHER RELATED SERVICES

A. Event Closure:

The Consultant shall assist the City in preparing final reports necessary for City staff and designated debris removal contractor(s) for reimbursement by FEMA and other applicable agencies for disaster recovery efforts. The Consultant shall assist in reviewing and processing requests for payment by the debris removal contractor(s).

B. Federal Funding:

To ensure that processing of federal funding is done as quickly as possible, the following information and its accuracy shall be the responsibility of the Monitoring Consultant:

1. Debris related invoices
2. Monitoring information
3. Reports
4. Load tickets
5. Consultant payroll
6. Equipment hours
7. Vehicle certifications
8. Start and end dates of the first debris removal pass and all subsequent passes

C. Compliance:

The Consultant shall provide professional oversight to ensure compliance with Florida Department of Environmental Protection (FDEP) regulations, Florida Department of Transportation (FDOT), Florida Forest Service (FFS), FEMA reporting requirements, and any other federal, state, or local regulation. The Consultant shall stay current with FEMA policies and procedures and notify the City's Project Manager immediately as changes occur.

D. Meetings with City Personnel:

The Consultant shall meet with City representatives and the debris contractor daily during disaster event activation. During periods without a disaster, the Consultant shall meet with the City's Project Manager or designee at least once a year at no cost to the City. This meeting shall occur prior to the hurricane season.

E. Additional Services:

The Consultant shall have the ability, at the request of the City, to implement a tracking mechanism to document each debris removal contractor truck's route to collect and transport debris to a Temporary Debris Storage and Reduction Site (TDSRS).

{END OF SCOPE OF SERVICES}

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to proposers, term and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a solicitation. Plural: Addenda
2. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
3. **Appropriate, Appropriated or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
4. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design and workmanship.
5. **Bid Guaranty (Bid Bond)** guarantees that the Bidder will not withdraw the Bid within the period specified for acceptance and will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the solicitation unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
6. **Bidder or Proposer** is a person, firm or entity that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
7. **City** means the City of Port Orange.
8. **Competitive Negotiation** means a method for acquiring goods, services and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a competitive process, regardless of the method or procurement.
9. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Bidders or Proposers in accordance with the terms of a competitive process, regardless of the method of procurement.
10. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
11. **Construction** means the process of building, repairing, improving and alterations, conversion or extension of buildings, parks, utilities, streets or other improvements or alterations to real property.
12. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
13. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
14. **Deliverables** means the goods, products, materials and/or services to be provided to the City by a Bidder or Proposer.
15. **DemandStar** is the official online repository for all City competitive solicitations.
16. **Due Date** means the date and time specified for the receipt of responses to a solicitation.
17. **End User** is a person, program, agency or other eligible user who uses a contract to purchase a commodity or contractual service.
18. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals as part of a Request for Proposals (RFP), Request for Statements of Qualifications (RFSQ) or competitive grant process.
19. **Evaluator** is a member of the evaluation committee/team

EXHIBIT "2"

Example Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. [Click here to enter text.](#)
Contract for Services dated [Click here to enter text.](#)
Between the City of Port Orange, Florida and Tetra Tech, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the “City”) and **TETRA TECH, INC.**, a Delaware corporation with its principal place of business at 3475 East Foothill Boulevard, Pasadena, California 91107 (“Contractor”), and hereinafter collectively referred to as the “Parties,” and is to that certain Contract and Services dated as referenced above, and any amendments thereto, hereinafter collectively referred to as the “Agreement.” The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to **Disaster Debris Monitoring & Grant Consulting Services** as related to _____, and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit “1.”
3. The Public Works Department Head, Thomas DiEulio, or their designee, [Click here to enter text.](#), if applicable, shall perform contract administration for this Task Authorization No. [Click here to enter text.](#), and may be reached at [Click here to enter text.](#).
4. Contractor shall commence the services to be provided herein within 24 hours of the date of written electronic notice by the City to the Contractor, with Contractor’s electronic confirmation of receipt.
5. Contractor acknowledges that the City shall designate a vendor that shall perform services relating to Disaster Debris Removal Services.
6. Contractor acknowledges that a Debris Management Site (“DMS”) shall be designated by the Public Works Director, _____. The City reserves the right to designate alternate sites for Contractor’s debris.
7. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit “A” attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$ [Click here to enter text.](#). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
8. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit “B,” and acceptable to the City Attorney, and recorded with the Clerk of Volusia County at Contractor’s expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the

interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. ____.

9. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract for the services referenced hereinabove shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

TETRA TECH, INC.

By: _____

Printed Name: _____

Title: _____

If this Agreement is signed by an individual not identified in the records of the Florida Department of State, Division of Corporations, then please provide written authorization for that individual to enter into Agreements on behalf of said entity.

Printed Name: _____

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Wayne Clark, City Manager

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

EXHIBIT "3"

Example Payment and Performance Bond

Consisting of 3 Pages

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Tetra Tech, Inc.
Principal Business Address: 3475 East Foothill Boulevard
Pasadena, California 91107
Contact Person: J. Christopher Lewis, Director
Phone Number: (321) 441-8500

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$ _____ **City Case/Project No.** RFP 23-15 Disaster Debris Monitoring & Grant Consulting Services

Description of Work: Disaster Debris Monitoring & Grant Consulting Services

Project Location: Various locations in and around the City of Port Orange, Port Orange, Florida
Port Orange, Volusia County, Florida

Legal Description: Various locations in and around the City of Port Orange, Port Orange, Florida

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Tetra Tech, Inc.

RFP 23-15 Disaster Debris Monitoring & Grant Consulting Services

Bond No. _____

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **TETRA TECH, INC.** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **DOLLARS (\$_____)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Contract for Services having an effective date of _____, entered into by and between the Principal and the City, for disaster debris monitoring and consulting services, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 20__.

Attest:

TETRA TECH, INC.

(As to Corporate Principal) Secretary

By: _____
J. Christopher Lewis, Director

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: **Date of BOND must not be prior to date of Contract.** If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



(ATTACHMENT 1) SERVICES COSTS/FEES PROPOSAL

CITY OF PORT ORANGE

RFP #23-15

Disaster Debris Monitoring & Grant Consulting Services

Completed (Attachment 1) Services Costs/Fees Proposal form MUST be included with Submittal.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

ITEM #	EMPLOYEE/SERVICE CATEGORY	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1	Project Management/On Site	100		
2	Operations Manager/Administrator	50		
3	Project Coordinators	150		
4	Training and Exercise Coordinator	150		
5	Data Manager	150		
6	Field Collection Monitor/Supervisor	7,000		
7	Debris Site/Tower Monitor	3,000		
8	Crew Monitor	300		
9	Emergency Management Planner	150		
10	Senior Grant Consultant	60		
11	FEMA Reimbursement Specialist	100		
12	Quality Control Manager/Invoice Analyst	150		
13	Grant Management Consultant	50		
14	GIS Analyst	100		
15	Administrative Support Staff	300		
16	On Site Supervisor	1,000		
17	Site Supervisor or Area Supervisor	1,500		
18	Attorney	25		
19	Subject Matter Expert	25		

TOTAL COST: \$ -

Proposer may submit a schedule of additional positions, with corresponding hourly rates on the form below. Proposer must attach a job description for each additional position submitted.

THE FEES FOR ADDITIONAL POSITIONS ARE FOR FUTURE USE IF NECESSARY BY THE CITY. THEY WILL NOT BE A FACTOR IN THE EVALUATION OF COST.

The hourly rates shall include all costs associated with the position, including but not limited to applicable insurance, overhead and profit ,travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

ITEM #	ADDITIONAL POSITION(S) IF REQUIRED	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1				
2				
3				
4				
5				
6				
7				
8				
9				

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR PROPOSAL

RFP #23-15

DISASTER DEBRIS MONITORING & GRANT CONSULTING SERVICES



City of Port Orange Purchasing Division

Prepared by: Jill Poolman, CPPO, CPPB, FCCM
Release Date: August 10, 2023

Proposal Due Date and Time:
August 29, 2023 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

RFP #23-15 Disaster Debris Monitoring & Grant Consulting Services

Notice is hereby given that the City of Port Orange is soliciting proposals for **RFP #23-15 Disaster Debris Monitoring & Grant Consulting Services**. Proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on August 29, 2023**, which may be amended by addendum issued by the City. All untimely proposals will not be considered and will be returned to the Proposer unopened. All proposals will be evaluated to ensure they contain all the required forms in order to deem the Proposer responsive or non-responsive. **Proposals will be opened and Proposers names will be read aloud at 2:30 P.M. in the Council Chambers located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida 32129.**

DESCRIPTION: *The City of Port Orange is seeking sealed proposals for Disaster Debris Monitoring Services, Fixed Site Monitoring Services and Grant Consulting Services related to Disaster Debris Removal.*

Proposers must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein. Proposers must be properly registered and licensed to provide the services identified in the scope of work, by all applicable state and local agencies.

All Requests for Proposals (RFPs) are solicited and will be evaluated on the criteria outlined in the RFP. An Evaluation Committee comprised of City staff has been appointed to evaluate and rank the proposals received in accordance with the Policies and Procedures as set forth in the City's Purchasing Manual.

Copies of the proposal documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx and DemandStar at www.demandstar.com. All questions must be directed in writing to: Jill Poolman at jpoolman@port-orange.org and purchdiv@port-orange.org and reference **"Questions on RFP #23-15 Disaster Debris Monitoring & Grant Consulting Services"** in the subject line. Last day for questions will be August 17, 2023 at 5:00 P.M.

Cut along the outer border and affix this label to the outside of your sealed proposal envelope/package to identify it as a “Sealed Proposal”. Be sure to include the name of the company submitting the proposal where requested.



SEALED PROPOSAL – DO NOT OPEN	
RFP #:	RFP #23-15
RFP TITLE:	Disaster Debris Monitoring & Grant Consulting Services
DUE DATE/TIME:	August 29, 2023 AT 2:30 P.M.
SUBMITTED BY:	_____ (Name of Company)
ADDRESS:	_____ _____
DELIVER TO:	City of Port Orange Attn: Jill Poolman, CPPO, CPPB Purchasing Division 1000 City Center Circle Port Orange, FL 32129
DATE/TIME RECEIVED:	_____ (To be stamped by Clerk’s office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Request for Proposal (RFP) is to solicit competitive sealed proposals for the provision of providing disaster debris monitoring services, fixed site monitoring services and grant consulting services related to disaster debris removal.

The City of Port Orange is a coastal city in Volusia County, Florida with a population of approximately 63,486 in 2021 according to the U.S. Census Bureau. It encompasses a total area of 28.7 square miles (74.3 km²), of which 26.6 square miles (69.0 km²) is land and 2.0 square miles (5.3 km²) (7.09%) is water. The City of Port Orange maintains 28 parks and facilities, 26 athletic fields, 18 tennis courts, 21 sets of restrooms, 10 playgrounds, 6 boat ramps, 12 boardwalks/fishing piers, The Golf Course at Cypress Head, other facilities as necessary for recreational activities, and all trees on City owned properties and rights-of-way. Additionally, the City prepares fields for over 1,750 competitive games per year and works 25 or more special events per year.

It is the intent and purpose of the City of Port Orange (City) that this RFP promotes competitive selection. It shall be the Proposer's responsibility to advise the Purchasing Division if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in the RFP to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO PROPOSERS

Firms or companies (Proposer) desiring to provide services, as described herein, shall submit sealed proposals, including one (1) original, three (3) copies and one (1) identical digital version in PDF format on USB flash/thumb drive, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

DESCRIPTION	DATE
Date of Distribution	August 10, 2023
Deadline for Questions	August 17, 2023
Addendum Posting (if needed)	August 24, 2023
Proposals Due	August 29, 2023
Evaluation Period	To Be Determined
Public Scoring Meeting	To Be Determined
City Council Meeting for Approval of Recommendation of Award	To Be Determined

Proposals must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: Jill Poolman, Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129

Sealed Proposals must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Proposals shall be sealed and Proposers must indicate on the outside of their proposal the following:

- a. Request for Proposal (RFP) Number and Title
- b. Date of Opening
- c. Name of Proposer
- d. Address of Proposer

Due to the timing of mail service, the City cautions Proposers to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Proposals received after the established deadline will not be considered.

Offers by telephone or email will not be accepted. Also, Proposers are instructed NOT to fax their proposal package. **Faxed proposals will be rejected as non-responsive regardless of where or when the fax is received.**

All proposals will be opened publicly and the names of all Proposers shall be read aloud. All conferences and meetings regarding this RFP are recorded electronically (audio only). The City of Port Orange reserves the right to reject any or all proposals or parts of proposals, if it is the best interest of the City.

QUESTIONS REGARDING THIS RFP

All questions shall reference "Questions on RFP #23-15 Disaster Debris Monitoring & Grant Consulting Services" in the subject line. All questions concerning this RFP shall be submitted in writing no later than the date and time referenced in the Timeline above to: jpoolman@port-orange.org and purchdiv@port-orange.org

ADDENDA REGARDING THE REQUEST FOR PROPOSALS

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Addenda will be provided via the City website Purchasing web page at www.port-orange.org/bids.aspx and the DemandStar website at www.demandstar.com. Proposers should not rely on any representations, statements or explanation other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. It is the Proposer's responsibility to be sure all issued addenda have been received and reviewed. Proposers should acknowledge the correct number of addenda received as part of their proposals by completing Form 9.3 – Addendum and Change Order Procedure Acknowledgement contained herein. This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Proposer or third party have any standing to sue or cause action arising therefrom.

CLARIFICATIONS

It is the Proposer's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award. Proposers must contact the Purchasing Representative, at the email provided, should clarification be required. Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS

Proposers must be commercially licensed to do business in the State of Florida and appropriately qualified in the areas specified in the scope of work and to perform the services identified herein. Proposers must be properly registered and licensed to engage in the scope of work pertaining to this RFP, by all applicable state and local agencies.

Proposers must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFP on the provided Form 9.8 – Professional References for Previous Experience. If references cannot be reached using the provided contact information and/or are not responsive, points for this criterion shall reflect as such. **The City of Port Orange is not to be used as a reference.**

NO LOBBYING

All Proposers are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFP. During the entire procurement process, all Proposers and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted proposals for this project. Any Proposer contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

EXCEPTIONS TO SPECIFICATIONS

If taking exception to any portion of the RFP specification, the Proposer must indicate those exceptions as stated on Form 9.2 – Proposer's Acknowledgement Form.

PROPOSAL SUBMISSION AND WITHDRAWAL

Unless otherwise specified, Proposer shall use the forms supplied by the Purchasing Division. Proposals, once opened, become the property of the City, cannot be withdrawn and will not be returned to the Proposers. Upon opening, Proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF PROPOSALS

Correction of inadvertently erroneous proposals shall be permitted up to the time of the RFP opening. Proposers shall not be allowed to modify their proposals after the opening time and date.

WITHDRAWAL OF PROPOSALS

Unless otherwise specified, Proposer shall use the forms supplied by the Purchasing Division. Proposals, once opened, become the property of the City, cannot be withdrawn, & will not be returned to the Proposers. Upon opening, Proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

REJECTION OF PROPOSALS

The City reserves the right to reject any and/or all proposals when such rejection is in the best interest of the City.

PROPOSALS MAY BE REJECTED AND/OR PROPOSER(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- a. Failure to update the information on file including address, product, service or business descriptions.
- b. Failure to perform according to contract provisions.
- c. Conviction in a court of law of any criminal offense in connection with the conduct of business.
- d. Evidence of a violation of any federal or state antitrust law based on the submission of proposals or the awarding of contracts.
- e. Evidence that the Proposer has attempted to give a City of Port Orange employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part or the City of Port Orange purchasing activity.
- f. Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this project will become the sole property of the City of Port Orange. The Proposer must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Proposer upon 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 must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES

The City of Port Orange is seeking proposals from qualified firms to provide professional services to assist with the management of disaster debris collection and reporting activities for the City, as well as grant consulting services as they relate to disaster debris collection and removal.

The Proposer is expected to be extremely knowledgeable in Federal Emergency Management Agency (FEMA) regulations, guidelines, operating policies and reimbursement. The awarded Consultant/s shall advise and support the City during a disaster recovery effort and shall be responsible for the overall monitoring of debris collection/removal contractors. This will include monitoring the removal contractors' progress and recommending efficiencies to improve and expedite recovery work. The awarded Consultant/s shall coordinate with the debris removal contractor(s) and the City to ensure a compliant, well-managed and organized approach to debris collection and disposal. All documentation and record keeping shall comply with current Federal Emergency Management Agency (FEMA) and all other applicable Federal, State and local regulations, guidelines and operating policies.

DISASTER DEBRIS MONITORING SERVICES

The Consultant will provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other areas designated as eligible by the City. Specific services may include:

- A. Coordinating daily briefings, work progress, staffing, and other key items with the City.
- B. Support with the selection and permitting of Debris Management Site (DMS), a.k.a. Temporary Debris Storage and Reduction Site (TDSRS) locations and other permitting/regulatory issues as requested.
- C. Scheduling work for team members and contractors on a daily basis.

- D. Hiring, scheduling, and managing field staff.
- E. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- F. Assisting the City with responding to public concerns and comments.
- G. Certifying Debris Removal Contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- H. Automated Debris Management System (ADMS).
- I. Digitization of source documentation (such as load tickets).
- J. Developing daily operational reports to keep the City informed of work progress.
- K. Development of maps, GIS applications, etc. as necessary.
- L. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
- M. Provide grant writing and submission support for applications to FEMA and State of Florida Emergency Management, and other available funding sources.
- N. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors.
- O. Final report and appeal preparation and assistance.

COLLECTION MONITORING

- A. In order to obtain maximum reimbursement, all debris loads shall be monitored in the field-by-field collection monitors to ensure debris eligibility. The Consultant shall provide fully trained field collection monitors to assure proper and compliant documentation protocols are instituted and followed.
- B. The Consultant shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every seven monitors unless otherwise approved by the City. This team shall monitor the debris removal contractors for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the City through their Project Manager. All field team members shall be equipped with the state-of-the-art technology, which shall include GPS enabled cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.
- C. When a field collection monitor signs or creates a load ticket, they are certifying that **ALL** information on the document is complete and correct. The field collection monitor shall not sign, create or accept any incorrect or partially completed information. Only tickets that are one hundred percent (100%) complete will be paid by the City.
- D. Collection monitoring quality control tasks include but are not limited to:
 - 1. Verification that all debris picked up is a direct result of the disaster.
 - 2. Accurately recording the addresses, streets and locations where debris was collected meeting or exceeding what is required by FEMA and other regulatory agencies for reimbursement
 - 3. Verification that the debris collection contractor(s) are working in their assigned collection areas and roads
 - 4. Immediately stop work in progress that is not being performed or documented in the approved manner. Such work shall be documented, noted for nonpayment, and brought to the attention of the City's Project Manager
 - 5. Inspect work in progress to ensure that removal efforts include debris of the proper type in the proper areas
 - 6. Ensure compliance with City contracts and federal, state and local requirements by all sub-contractors
 - 7. Maintain and catalog/index all photo documentation of recovery work on a daily basis. Digital photographs shall be of a size between 2 to 4 megapixels and shall include GPS coordinates
 - 8. Identification of eligible stumps, hangers and leaners. Coordinate with the City and federal/state representatives for eligibility determination and ensure documentation (forms, photos, etc.) is completed for reimbursement purposes.
 - 9. Ensure that contractor(s) are working in compliance with all federal, state and local safety regulations appropriate for the task being performed.

10. Ineligible debris not removed by the debris removal contractor shall be tagged, stating the reason it is ineligible with a contact name, organization and phone number as defined by the City Project Manager at the time of the event.
11. Eligible vegetative debris that cannot be removed due to unsafe placement (i.e. under low hanging power lines, location with confined access) is to be tagged, stating the reason the debris was not collected with a contact name, organization and phone number as defined by the City Project Manager at the time of the event.
12. Coordinate with the City to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc. The Consultant shall maintain a detailed database of customer complaints and resolutions.
13. An electronic ticketing system shall be used. The system shall be approved by the City prior to the event.

LOAD TICKET PROCESS DEVELOPMENT

- A. The Consultant shall establish an organized process that ensures complete and accurate data is being recorded on an approved debris load ticket. Load tickets shall consist of a digital database system with the ability to print tickets. The Consultant shall retain the original completed tickets on behalf of the City and provide copies to the debris removal contractors, vehicle drivers, etc. as appropriate. Tickets shall be scanned in the event of a digital database failure. Digital and scanned tickets and supporting photographs shall be indexed by ticket number, street name, and be easily sortable, retrievable and printable. All hardcopy and electronic versions of the tickets shall be turned over to the City upon completion of the project. Digital data shall be provided to the City in a SQL Server database. Different database formats will only be considered if it is in the best interest of the City and must be approved by the City's Project Manager or designee.
- B. Load tickets shall include the following minimum information:
 1. Date
 2. Time
 3. Complete street address of closest property
 4. Nearest cross street(s)
 5. Vehicle tag number
 6. Type of debris
 7. Vehicle certification number
 8. Percent of volume (PV)
 9. Driver name (printed) and signature
 10. Field monitor's name (printed) and signature
 11. Name of sub-contractor
 12. Tower monitor's name (printed) and signature

DISPOSAL SITE MONITORING

- A. All debris collected and disposed of, and certifications of collection vehicles shall be documented and monitored by the disposal site monitors. The Consultant shall ensure that disposal site and field collection monitors are deployed and operational commensurate with the beginning of debris collection and the establishment of debris site(s).
- B. The Consultant shall provide disposal site monitors and spotters to observe debris unloading operations at the City's designated disposal site(s). A minimum of two disposal site monitors are required per debris site. These staff members, in conjunction with the project management team and the debris contractor, shall coordinate the logistics of the disposal site to ensure efficient traffic flow and proper handling of load tickets that record FEMA data (such as vehicle volume, type of waste, etc.). The Consultant shall observe all vehicles entering and exiting the disposal site, ensuring all vehicles are in good repair and safe with secure side boards and have a full tailgate. Additionally, the disposal site monitor shall calibrate their debris vehicle load determinations daily. Disposal site monitors are expected to provide volume determination consistent with FEMA regulations.

- C. When a field collection monitor signs a load ticket, they are certifying that **ALL** information on the document is complete and correct. The field collection monitor shall not sign, create or accept any incorrect or partially completed information. Only tickets that are one hundred (100%) percent complete will be paid by the City.
- D. The Consultant's Project Manager shall conduct field quality inspections to check and verify information on debris removal and at Temporary Debris Staging and Reduction Sites (TDSRS) located throughout the City.
- E. Disposal site monitoring tasks include but shall not be limited to:
 - 1. Keeping accurate records of debris vehicles, cubic yard volume determinations, type of debris, time in and out, number of loads per day and other data as requested by City.
 - 2. Coordinate with all federal, state and local agencies as needed for TDSRS on issues such as notification, obtaining permits, determining reimbursement, etc.
 - 3. Provide preliminary assessment and documentation of TDSRS and assist in the return of the site to original conditions.
 - 4. Provide personnel to supervise the operation of TDSRS including monitoring incoming loads of debris, processing of debris, and outgoing loads of processed debris.
 - 5. Monitor and record the cubic yard capacity of each debris removal vehicle added into service; this shall be the physical internal measurement of the storage bed or trailer with deductions for unusable areas. Record data as specified in Section 2.6 Debris Vehicle Certification.
 - 6. Conduct end of day activities, such as verifying completion of debris crew assignments, completion of all record keeping, that vehicles have left the disposal site and the locking down of the facilities.

CITIZEN DROP OFF SITE MONITORING AND OPERATION

The Consultant may be required to provide staff to operate a Citizen Drop Off Site that includes but shall not be limited to:

- A. Document name and address of the citizen site user, validated with a driver license or other document approved by the City Project Manager, and the type of debris brought to the site.
- B. Photograph debris, as directed by the City, to verify the source and type of debris.
- C. Assist with communicating to residents proper handling and disposal practices.
- D. Monitor the debris removal contractor collecting debris from the citizen drop off site to be taken to the Temporary Debris Storage and Reduction Site (TDSRS).
- E. Traffic control as conditions require or as directed by the City Project Manager.

DEBRIS VEHICLE CERTIFICATION

- A. All debris hauling vehicles shall be measured and certified prior to performing debris removal. The Consultant shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Consultant on behalf of the City and provided to the City upon project completion. One copy shall be provided to both the debris removal contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at least once every two weeks to ensure no vehicle modifications have been made and to confirm data accuracy.
- B. The Consultant shall measure the usable space of each debris collection vehicle for volume and certify that capacity. This certification process includes developing certification forms and documents to accurately measure the cubic yard volume to the nearest cubic yard of each vehicle. These forms shall show the following at a minimum:
 - 1. Vehicle make, model
 - 2. Length
 - 3. Width
 - 4. Depth
 - 5. Gross volume in cubic yards
 - 6. Reduction areas such as wheel wells to reduce volume areas in cubic yards
 - 7. Net volume in cubic yards
 - 8. Tag number of vehicle

9. Company vehicle number
 10. Driver of vehicle name (printed) and signature
 11. Photograph of the driver of the vehicle
 12. Disposal site monitor name (printed) and signature certifying vehicle
 13. Date
 14. Vehicle certification number
 15. Vehicle identification number
- C. When a debris site monitor signs a vehicle certification, they are certifying that ALL information is complete and correct. The debris site monitor shall not sign or accept any partially completed information. Only tickets that are on hundred percent (100%) complete will be paid by the County.

PUBLIC INFORMATION ASSISTANCE

The Consultant shall work on behalf of the City to provide applicable documentation, technical assistance, and negotiations required to maximize the eligible activities to be funded by the Public Assistance Program including, Categories A through G, 406 mitigation and the 404 (HMGP) Grant Programs awarded to the State. If authorized by the City, Consultant shall provide consultation and Federal program expertise to identify all eligible activities for FEMA/Federal Funding to repair, restore, and mitigate the local public infrastructure impacted and vulnerable to the hazards of current and future incidents. Consultant shall work with the State Level Grantee and FEMA to maximize the eligible Public Assistance recovery and HMGP mitigation activities and shall assist in identifying other federal or state level funding sources that may also be utilized such as the NRCS, HUD and USEPA and support with grant development and submittal.

- A. The Consultant shall provide regular status updates to the City's Project Manager for public information use.
- B. The Consultant shall provide the City's Project Manager and the debris removal contractor(s) with daily updates on the quantities and type of debris collected. Each daily report shall contain the following and any other key operational statistics as defined by the City Project Manager:
 1. Contractor name
 2. Contract number
 3. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, estimated time to completion, and daily cumulative cubic yards of debris removed, processed, and hauled. This reporting is due no later than 10:00A.M. the following business day or as requested by the City.

DATABASE REPORTING

- A. The Consultant shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data, including the ticket and photos, vehicle certifications, etc., into electronic formats to support federal, (FEMA), state and local reimbursements and subsequent audits.
- B. A SQL Server Database shall be created by the Consultant and backed up at regular intervals approved by the City. This database shall include all information on debris removal and disposal including but not limited to:

1. Complete load ticket information
2. Vehicle certification information
3. Stump removal information
4. Hanger removal data
5. Leaner removal information

Different database formats will only be considered if it is in the best interest of the City and must be approved by the City's Project Manager or designee. All electronic reporting from the database shall be done in either the Adobe PDF format or Microsoft Excel. The database created by the Consultant shall be given to the City with user documentation at the conclusion of the event. The Consultant shall ensure the City can navigate, perform searches and produce reports from the final database in the same format provided for reimbursement.

GRANT APPLICATION, ADMINISTRATION & MANAGEMENT SERVICES

As directed by the City, the Consultant shall provide the following:

- A. Preliminary Damage Assessment (PDA)
- B. Direct Administrative Cost Assistance
- C. Small Project Worksheet (PW) Development
- D. Large PW Preparation
- E. Alternate and Improved Project Funding Consultation
- F. Hazard Mitigation Funding Support
- G. Special Consideration Assistance
- H. Construction Inspection
- I. Grant Administration/Financial Reconciliation Services
- J. Interim Project Inspections
- K. Final Project Inspections
- L. Data Collection and Dissemination
- M. Financial Compliance Review
- N. Insurance evaluation, documentation adjusting and settlement services
- O. Project Scope Development
- P. Project Cost Estimation and Documentation
- Q. Project Payment Requests
- R. Management – Project Cost Reconciliations
- S. Evaluating/Estimating Cost Overruns
- T. Preparing PW Versions for Cost Adjustments
- U. Grant Closeout Services
- V. Audit Assistance/Defense
- W. Appeals Development

EMERGENCY MANAGEMENT PLANNING AND TRAINING

As directed by the City, the Consultant shall provide:

- A. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development, review , and revisions.
- B. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- C. Development of a debris management plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
- D. Procurement assistance for debris removal contractors and other services as requested.
- E. Project management to include the formulation and management of permanent work projects, task force management, and City Council, Boards and Panels.
- F. Technical support and assistance in developing public information.
- G. Other training and assistance as requested by the City.
- H. Other reports and data as required by the City.
- I. Other emergency management and consulting services identified and required by the City.

PROJECT MANAGEMENT AND ADMINISTRATION

- A. The Consultant shall appoint a qualified Project Manager for overall coordination and communication with the City. The Project Manager shall remain on the job and be available to the City at all times during the operational phases of the debris collection and disposal project.
- B. The Consultant shall supply a temporary field office for the monitoring staff. The field office shall include all necessary communication equipment, office equipment, and supplies to effectively implement assigned duties.
- C. Project management and administrative responsibilities include but are not limited to:
 - 1. Coordinate daily briefings with key operational staff, City staff and debris removal contractor(s) to review, formulate and update debris removal operations and strategies. Schedule, manage and conduct

- periodic meetings with field staff and removal contractors. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris removal contractor(s) and the debris removal operation.
2. Provide a daily report of the current day debris removal contractor crew assignments, working locations and number of trucks assigned; from the previous day and for the project to date, the total number of loads, cubic yards collected by Temporary Debris Storage and Reduction Sites (TDSRS) and debris type as defined by the Project Manager, average cubic yards per load, average load call percentage, and other key operational statistics to the City's Debris Manager or designee.
 3. An interactive web map shall be provided for in-house city staff with all information available in the working database. Data accessible in the web map shall include, but not be limited to, the "live" location of each debris monitor, all debris collection points, and the road collection status (i.e. 1st pass complete, 2nd pass complete). The City may optionally request a second web map for the public to communicate information and data approved by the City for public communication. The Consultant shall provide the City, upon request, data contained in the web map in an ESRI geodatabase format. City access to the web map ESRI REST service(s) is preferred.
 4. Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.
 5. Hire, train, deploy and supervise all field collection monitors and staff.
 6. Conduct debris surveys and perform debris estimation by debris types. In addition to the use of traditional field surveys and debris estimation models, the Consultant shall have the ability to use aerial photography, collected from an unmanned aerial vehicle (UAV), traditional fixed wing aircraft or a helicopter, to confirm debris estimates or to generate automated/semi- automated debris estimates.
 7. Maintain accurate records of all debris collection vehicles as specified in Section 2.6 Debris Vehicle Certification and conduct regular monitoring for vehicle modifications.
 8. Track and coordinate responses to problems identified in the field and citizen complaints, including commercial and/or residential property damage claims as a result of debris removal. Consultant shall maintain a detailed database of all problems and customer complaints and the corresponding resolutions.
 9. Ensure that debris reduction and disposal sites have access control and security. Conduct end of the day duties and verify that all vehicles have left the disposal site at the specified time established by the City.
 10. Ensure the field collection monitors are accurately recording the streets and locations where debris was collected.
 11. Schedule work for all team members and contractors on a daily basis.
 12. Conduct safety inspections on a regular, predetermined and random basis. Ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.
 13. Monitor the debris removal contractor for compliance with the requirements of their contract and all City, Federal, State and local regulations, guidelines and operating policies.
 14. Provide training to City staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection contractor(s), county, state and federal agencies.
 15. Develop forms, databases, etc. for tracking field activities, submitting invoices for reimbursement, etc. Such forms and invoices shall be compatible with City software and approved by the City's Project Manager or designee. The City utilizes Microsoft products (Excel, Access and SQL Server).
 16. Daily personnel tracking sheets (field reports) shall be maintained for all Consultant personnel assigned to the project.
 17. Set up schedules for monitors each day and determine cleanup crew assignments. Survey and maintain a list of areas with special needs, including, but not limited to, hazardous stumps, trees, hangers/leaners, debris types, low hanging power lines, confined access and other potential problems.
 18. Prepare daily and periodic tracking reports to support debris removal, Temporary Debris Storage and Reduction Site (TDSRS) Operations and final debris disposal and audit purposes. This includes maintaining a database of debris managed, costs incurred and reconciliation of debris collection and contractor invoices.
 19. Compile records and assist the City with the preparation of required forms for reimbursement.

PAYMENT MONITORING AND RECONCILIATION PROCESS

The Consultant shall review, validate and reconcile debris removal contractor(s)' invoices prior to submission to the City for processing. The Consultant shall conduct a meeting at the beginning of the debris removal operation to fully explain the process to the City, debris contractor(s) and FEMA representatives. All invoices from the debris removal contractor(s) shall be directed to the Consultant. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the Consultant to be accepted or rejected. The Consultant shall issue in writing to the City and the debris removal contractor(s), the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the Consultant shall clearly state the reasons for rejection and work with the debris removal contractor to resolve immediately. Only invoices that are one hundred (100%) percent accurate and complete will be forwarded to the City's Project Manager for payment.

REPORTING TO THE CITY'S PROJECT MANAGER

The Consultant shall contact the City's Project Manager no later than twenty-four (24) hours prior to a hurricane event or immediately upon the occurrence of a major disaster event within the City when there is no advance notification/warning. The Consultant shall report to the City Project Manager or designee within eight (8) hours of being given a signed Task Authorization or Purchase Order.

STAFFING PLAN

The Consultant shall include in the response to this RFP a management plan that will outline how the Consultant proposes to handle the specified services, staffing (administrative and field), and equipment necessary to meet the City's requirements as identified in this RFP. The Consultant shall submit a list of key personnel to be used in the resulting Contract, which shall include names and resumes. The supervising staff shall speak English and be able to effectively communicate with the drivers. The Consultant may use other positions as necessary. All such positions and their purpose or role in the monitoring operations shall be identified.

OTHER RELATED SERVICES

A. Event Closure:

The Consultant shall assist the City in preparing final reports necessary for City staff and designated debris removal contractor(s) for reimbursement by FEMA and other applicable agencies for disaster recovery efforts. The Consultant shall assist in reviewing and processing requests for payment by the debris removal contractor(s).

B. Federal Funding:

To ensure that processing of federal funding is done as quickly as possible, the following information and its accuracy shall be the responsibility of the Monitoring Consultant:

1. Debris related invoices
2. Monitoring information
3. Reports
4. Load tickets
5. Consultant payroll
6. Equipment hours
7. Vehicle certifications
8. Start and end dates of the first debris removal pass and all subsequent passes

C. Compliance:

The Consultant shall provide professional oversight to ensure compliance with Florida Department of Environmental Protection (FDEP) regulations, Florida Department of Transportation (FDOT), Florida Forest Service (FFS), FEMA reporting requirements, and any other federal, state, or local regulation. The Consultant shall stay current with FEMA policies and procedures and notify the City's Project Manager immediately as changes occur.

D. Meetings with City Personnel:

The Consultant shall meet with City representatives and the debris contractor daily during disaster event activation. During periods without a disaster, the Consultant shall meet with the City's Project Manager or designee at least once a year at no cost to the City. This meeting shall occur prior to the hurricane season.

E. Additional Services:

The Consultant shall have the ability, at the request of the City, to implement a tracking mechanism to document each debris removal contractor truck's route to collect and transport debris to a Temporary Debris Storage and Reduction Site (TDSRS).

{END OF SCOPE OF SERVICES}

SECTION 4 – STANDARD PURCHASING DEFINITIONS

The City will use the following definitions in instructions to proposers, term and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a solicitation. Plural: Addenda
2. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
3. **Appropriate, Appropriated or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
4. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design and workmanship.
5. **Bid Guaranty (Bid Bond)** guarantees that the Bidder will not withdraw the Bid within the period specified for acceptance and will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the solicitation unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
6. **Bidder or Proposer** is a person, firm or entity that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
7. **City** means the City of Port Orange.
8. **Competitive Negotiation** means a method for acquiring goods, services and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a competitive process, regardless of the method or procurement.
9. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Bidders or Proposers in accordance with the terms of a competitive process, regardless of the method of procurement.
10. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
11. **Construction** means the process of building, repairing, improving and alterations, conversion or extension of buildings, parks, utilities, streets or other improvements or alterations to real property.
12. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
13. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
14. **Deliverables** means the goods, products, materials and/or services to be provided to the City by a Bidder or Proposer.
15. **DemandStar** is the official online repository for all City competitive solicitations.
16. **Due Date** means the date and time specified for the receipt of responses to a solicitation.
17. **End User** is a person, program, agency or other eligible user who uses a contract to purchase a commodity or contractual service.
18. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals as part of a Request for Proposals (RFP), Request for Statements of Qualifications (RFSQ) or competitive grant process.
19. **Evaluator** is a member of the evaluation committee/team

20. **Intent to Award** is a document that informs the public and Proposers of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
21. **Issues** means points, matters or concerns to be addressed during negotiations.
22. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
23. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a bid submitted in response to an Invitation to Bid, a proposal submitted in response to a Request for Proposal, a quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications or a reply submitted in response to an Invitation to Negotiate.
24. **Outlier** is a proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with competing bids or offers.
25. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Proposers to ask questions regarding the proposed Contract and particularly the Contract specifications with the City Department requesting the goods/services.
26. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
27. **Procurement Process** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration and disposal/service.
28. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping, as defined by the laws of the State, or those performed by any architect, professional engineer, landscape architect or registered surveyor and mapper in connection with his or her professional employment or practice.
29. **Proposal** is a complete, properly signed response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Proposer to perform the resultant Contract.
30. **Protest** is a formalized process by which Proposers have an opportunity to challenge a procurement practice or contract award.
31. **Purchase Order** is an order placed by the Purchasing Division for the purchase of goods or services written on the City's standard Purchase Order form and which, when accepted by the Proposer, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for the goods or services specified and the City's commitment to accept the goods or services for an agreed upon price.
32. **Request for Proposal (RFP)** means a formal request to prospective Proposers requesting qualifications of the Proposer and pricing for a specified good or service which has been advertised for Proposal in a newspaper.
33. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation being issued.
34. **Response/Submission** means all materials submitted to the City by a Respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications or a reply, depending on the type of competitive solicitation being issued.
35. **Responsible (Proposer)** is a Proposer who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
36. **Responsive (Proposer)** is a Proposer that has submitted a bid, proposal, statement of qualifications or reply that conform in all material respects to the solicitation.
37. **Scope** means the extent of the area or subject matter that something deals with or to which is relevant.
38. **Scope of Work** means a description of the work activities, deliverable and/or timeline that a Proposer must execute in terms of delivering specific commodities or in performance of contractual services.
39. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
40. **Solicitation** means a formal request, as applicable, for prospective Bidders or Proposers to submit a response to an Invitation to Bid, Request for Proposal or Request for Statement of Qualifications.
41. **Solicitation Document** means a document or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to §287.057, Florida statutes.
42. **Stakeholder** means an individual, who is not likely to become a Proposer, who has an interest in the commodities/contractual services needed.

43. **Subcontractor** means a person, firm or entity providing goods or services to a Proposer to be used in the performance of the Proposer's obligations under the Contract.
44. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.

SECTION 5 – GENERAL TERMS AND CONDITIONS

These terms and conditions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all Solicitations; however, **these may be superseded, in whole or part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Proposers should acknowledge all addenda by completing Form 9.3 contained herein. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Proposer to ensure all addenda have been received prior to submitting a proposal. All Addenda shall be posted by the City on www.demandstar.com and City of Port Orange Purchasing Web page at www.port-orange.org/bids.aspx. The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

2. ANTI-COLLUSION STATEMENT

By submitting this Response to a Formal Solicitation, the Proposer affirms that this Response is without previous understanding, agreement or connection with any person, business or corporation submitting a Response for the same materials, supplies or equipment, and that this Response is in all respects fair and without collusion or fraud. Additionally, Proposer agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Proposer. In submitting a Response to the City of Port Orange, the Proposer offers and agrees that if the Response is accepted, the Proposer shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

3. APPLICABLE LAWS

In connection with the furnishing of supplies or performance of work under the Contract, the Proposer agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

4. ASSIGNMENT

The successful Proposer shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Proposer from all contractual obligations.

5. AUTHORITY TO CONDUCT BUSINESS IN FLORIDA

A Florida corporation or partnership is required to provide evidence with its response that the Proposer is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the response from the successful Proposer, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Proposer is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the response from the successful Proposer, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. A joint venture is required to provide evidence with its response that the joint venture, or

at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement. A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

6. AWARD AND EXECUTION OF CONTRACT

The Proposer(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified.

7. AWARDS

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, proposal, or quote for purchase of services and goods by the City of Port Orange.

8. CERTIFICATE OF INSURANCE

If required upon notice of intent to award contract resulting from this solicitation, the selected Proposer will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

9. CHANGE ORDER REQUEST NOTIFICATION

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes to time and/or scope of the awarded Contract. The Contractor **shall not** continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

10. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

11. CLEAN UP

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged. If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

12. CONDUCT OF PROPOSERS

All Proposers or individuals acting on behalf of a Proposer are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Proposer. All Proposers or individuals acting on behalf of a Proposer are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Proposer. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

13. CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time Proposers, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any Proposer who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer.
- All communications occurring at Pre-Proposal Conferences.
- Oral presentations before publicly noticed committee meetings.
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

14. CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions contained herein, the Special Terms and Conditions shall govern.

15. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Proposers must disclose if any City of Port Orange employee is also an owner, corporate officer or employee of Proposers business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

16. CONTRACT

Any acquisition above the \$100,000.00 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

17. CONTRACT OBLIGATION

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Proposer. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

18. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Port Orange and the Proposer. Any price escalations are limited to those stated by the Proposer on the original Response.

19. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5.6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

20. COPYRIGHT AND PATENT RIGHTS

Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Proposer agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

21. COST INCURRED BY PROPOSER

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City or any work performed in connection therewith shall be borne by the Proposer. No payment shall be made for any response received, nor for any other effort required of or made by the Proposer prior to commencement of work as defined by the contract approved by the City Council.

22. DEBARMENT HISTORY

The City will consider a Proposer's debarment history information in its review and determination of responsibility. All Proposers are required to disclose to the City all cases of debarment filed, pending or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Proposer, any parent or subsidiary of the Proposer or any predecessor organization. If the Proposer is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Proposer's debarment history is an issue of responsibility, the failure to provide debarment history on Form 9.11 as required in the RFP may result in a recommendation of non-responsive by the Purchasing Manager.

23. DEFAULT PROVISIONS

In the event of default by the Proposer the City reserves the right to procure the item(s) solicited from other sources and hold the Proposer responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Proposer for a period of 36 months from the date of default.

24. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Proposers must disclose with their Response the name of any officer, director or agent who is also an employee of the City. Further, all Proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches. The Proposer shall not compensate, in any manner, directly or indirectly, any officer, agent or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Proposer. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

25. E-VERIFY

Proposers shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Proposer during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract. Proposers shall complete Form 9.10 E-Verify Affidavit and include it in the returned Response package. Failure to include the affidavit may result in rejection of the Response.

26. EXCEPTIONS TO REQUIREMENTS

For purposes of evaluation, the Proposer must indicate any exception to the requirements, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Proposer that are required to be signed by the City. If exceptions are not stated by the Proposer, in his/her proposal, it will be understood that the item(s)/services fully comply with the requirements, terms and/or conditions stated by the City. Exceptions are to be listed by the Proposer on Form 9.2 contained herein and if necessary, listing exceptions on an attachment included with the proposal. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

27. FACILITIES

The City reserves the right to inspect Proposer's facilities at any time.

28. FAILURE TO RESPOND

If the Proposer elects not to submit a proposal, please return the enclosed "Proposer's Acknowledgement Form" by the proposal due date and state the reason(s) for not proposing. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Proposal", three (3) times, shall result in the Proposer's name being removed from the City's mailing list.

29. FINANCIAL STABILITY

Proposers shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

30. FORCE MAJEURE

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

31. GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

32. GOVERNING LAW

Proposers shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com. The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services. Every acquisition equal to or greater than \$35,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug- Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

33. GRANT FUNDING

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the Proposer/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

34. HIPAA COMPLIANCE

The Proposer agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Proposer uses, discloses or has access to protected health information as defined by HIPAA.

35. INDEMNIFICATION/HOLD HARMLESS

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

36. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Proposer as an independent Contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Proposer under this contract and that the successful Proposer has no authority to bind the City. The Proposer represents itself to be an independent Contractor offering such services to the public

and shall not represent himself or his employees to be an employee of the City. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Proposer shall further understand that the City cannot save and hold harmless and or indemnify the Proposer and/or the Proposer's employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposer's employees performed in connection with the Contract.

37. INSPECTIONS AND TESTING

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Proposer cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

38. INSURANCE

If required upon execution of a contract, the Proposer shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

39. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Proposer to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

40. INSURANCE REQUIREMENTS

Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation.

IMPORTANT: The City does not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

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Standard Insurance Requirements			
Required	Insurance	Standards	Additional Requirements
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any Contractor using an employee leasing Company shall complete the Leased Employee Affidavit Exhibit Form.	<u>Contract Amount</u> Up to \$10 million <u>Limits</u> \$10 - \$20 million Statutory/\$500,000 Statutory/\$1,000,000 Contracts over \$20 million to be determined by the City	- If contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' coverage required. - If vessels involved, Jones Act coverage with limits of \$500,000 required
☒	Comprehensive General Liability (including completed operations and contractual liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage: \$1,000,000 each occurrence \$1,000,000 aggregate	When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk <u>Additional Coverage:</u>	<u>Limits:</u> Buildings – completed value of contract “All Risk” coverage on latest ISO for or its equivalent. Permission grated to occupy. Owner named as insured AIMA	If agreement required handling or installation of Owner's equipment, coverage should be furnished on “All Risk” form, including transit and Owner shall be named.
☐	Installation Floater (IT)	<u>Limits:</u> Coverage – To Be Determined	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Professional Liability/Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage – To Be Determined	
☐	Payment and Performance Bond required	<u>Limits:</u> Coverage – equal to amount of contract	
City Manager waives Payment and Performance Bond for work under \$200,000			
Unless otherwise required by law, City Manager waives insurance for FOB goods only purchases.			

41. INVOICES AND PAYMENTS

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Proposer offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the proposal form for construction services. If the awarded firm would like to receive payment via ACH, this can be accommodated after the contract is fully executed.

42. IRREVOCABILITY OF RESPONSES

Each Proposer agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Proposer.

43. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Each Proposer agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Proposer.

44. LEGAL REQUIREMENTS

Applicable provision of all federal, state, county and local laws, and all ordinances, rules and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives or any other person, natural or otherwise; and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof. Upon execution of a contract, the successful Proposer shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

45. LICENSES, PERMITS AND TAXES

The Proposer shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida and the United States Government now in force or hereafter to be adopted. The Proposer shall abide by all ordinances and laws pertaining to his/her operations and shall secure, at his/her expense, all licenses and permits necessary for construction and operation.

46. LITERATURE (if applicable)

If no brand, model or make is specified, Proposers shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material and/or services he/she proposes to furnish.

47. PROPOSAL RETURNS

Proposers shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Proposers unopened.

48. LOCAL PREFERENCE

A local supplier or contractor is interpreted as a respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation. The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: <https://dos.myflorida.com/sunbiz/>.

Exemptions from Local Preference

Local preference is not permitted when (1) the purchase is funded, in whole or in part, by an entity prohibiting application of the preferences by grant agreement, contract or applicable federal, state or local law; or (2) emergency purchasing.

49. NON-DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services or the subcontracting of work in performance of this contract.

50. NON-EXCLUSIVITY OF CONTRACT

The selected Proposer understands and agrees that any resulting contractual relationship is non-exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

51. NON-PERFORMANCE

Failure to meet the expected quality of workmanship, schedule or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

52. NOTICE TO CONTRACTOR

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

53. OPTIONAL CONTRACT USAGE

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

54. POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

55. PRE-PROPOSAL CONFERENCE

The Purchasing Manager shall determine if a pre-proposal conference is required and details of the conference shall appear in the Solicitation legal advertisement and Solicitation requirements. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow unless stated in the advertisement or this solicitation as mandatory, attendance to the pre-proposal conference is not mandatory. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly.

56. PROPOSAL EVALUATION

Proposers who wish to receive a copy of the proposal evaluation may obtain it via www.demandstar.com or on the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx.

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate section explaining those requirements. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount.

Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount which will be recorded by the City, at the Contractor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida. After recording, the City will furnish to the

contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Unsuccessful Proposers are entitled to the return of their bid bond. A successful Proposer shall forfeit any surety required by the Purchasing Manager upon failure of the Proposer to enter into a contract within the time specified after the award of bid.

57. PROPOSAL RETURNS

Proposers shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Proposers unopened.

58. PROPRIETARY INFORMATION

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions of Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Proposer to submit in order to prequalify for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution. Proposer must complete Form 9.12 Non-Disclosure Agreement for confidential materials.

59. PROTECTION

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Proposer during the term of contract, and the Proposer shall be held responsible for any damage to the property occurring by reason of his/her operation on the property.

60. PROTEST

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy the City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he/she may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

61. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity,

may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted Proposer list.

62. PUBLIC RECORDS COMPLIANCE

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements on retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

63. PUBLIC RECORDS/PUBLIC MEETING EXEMPTION STATEMENT

Section 119.071(1)(c), Florida Statutes: Any financial statement that an agency requires a prospective Proposer to submit in order to prequalify for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law. This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Proposers will not be able to procure a copy of their competitor's proposals until an intended decision is reached, or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a Proposer, or where a Proposer answers questions. In other words, neither Proposers, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Proposers, but the new law limits public attendance to portions of such meetings.

64. QUESTIONS/INTERPRETATIONS

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

65. RECORDS/AUDIT

The Proposer shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the

requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

66. REQUEST FOR ADDITIONAL INFORMATION

Prior to the final selection for award, Proposers may be required to submit additional information which the City may deem necessary to further evaluate the Proposer's qualifications to perform under the terms of the Solicitation and subsequent Contract.

67. REVIEW OF RESPONSES SUBMISSIONS

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Proposal non- responsive.

68. RIGHT OF NEGOTIATION

The City reserves the right to negotiate with the selected Proposer the exact terms and conditions of the Contract.

69. RIGHT OF WITHDRAWAL

A bid, proposal, statement or reply may not be withdrawn before the expiration of one hundred twenty (120) days from the Response due date.

70. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

All Responses, inquiries or correspondence relating to or in reference to a Solicitation, and all reports, charts and other documentation submitted by Proposers shall become the property of the City when received.

71. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Proposers shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

72. SCRUTINIZED COMPANIES LIST

The Contractor shall refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the City may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Cuba or Syria during the term of the contract. The Contractor shall provide a completed Form 9.10 Scrutinized Company Certification, certifying the Contractor's compliance with this section, prior to the execution of this Agreement.

73. SEPARATION AND DISTRIBUTION

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

74. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

75. SIGNATURE REQUIRED

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED RESPONSES WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.

76. SIGNED RESPONSE CONSIDERED AN OFFER

The signed Response is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Proposer, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part

of the Proposer after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

77. SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Pursuant to Florida Statute 287.05701, the governing body of a county, municipality, special district, or any other political subdivision of the state may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Furthermore, an awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

78. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Proposer shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Proposer's authorized representative. Responses containing erasures or corrections must be initialed by the Proposer in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: City Clerk, Attn: Purchasing Division, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 P.M. on the date indicated in the Solicitation documents or an addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/ package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. Proposals (Envelope/Package) shall contain one (1) original, three (3) copies and one (1) digital (flash drive) PDF version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the project name, proposal number, name and address of the Proposer.

79. STATE LICENSING REQUIREMENTS

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Proposer shall have met the license, certification and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Proposer shall provide follow-up evidence that the Proposer maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Proposer/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

80. SUBCONTRACTING

The Proposer will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining written approval from the City of Port Orange.

81. TAXES

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

82. TERMINATION

The City of Port Orange reserves the right to terminate the contract for default if the Proposer breaches any of the terms therein, including warranties of the Proposer or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Proposer with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Proposer.

83. TERMINATION NOTICE

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the Proposer notice thirty (30) days prior to the date of cancellation of the contract. The Proposer shall be required to give the City written notice sixty (60) days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

84. USE OF SOLICITATION FORMS

The Proposer shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response. If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated. The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Proposer's Acknowledgement Form contained in each Solicitation.

85. VARIANCES

For purposes of Response evaluation, Proposers must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Proposer will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

86. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Proposals received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Proposals will be considered. However, the City reserves the right to waive formalities or informalities in Proposals, to reject, with or without cause, any or all Proposals or portions of Proposals, or to interview or not interview individual Proposers and to accept any Proposals or portions of Proposals deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY

Proposals offered in this RFP must remain firm for a period of one-hundred-twenty (120) days from the RFP opening date.

MULTIPLE AWARDS

To meet the City's needs, the City may elect to award up to three (3) responsive and responsible Consultants. It is the City's intent to award one (1) Primary Consultant and up to two (2) Alternate Consultants.

When work related to this RFP is needed, the awarded Primary Consultant will be notified. If the awarded Primary Consultant cannot perform the services within the City's required timeframe or is otherwise not responsive, the City will contact an awarded Alternate Consultant to perform the tasks needed. The City will issue a Task Authorization with the details of the work to be performed.

The City reserves the right to amend this award methodology for Consultant selection and the assignment of work if it determines that such a decision would be in its best interest. Such changes may include but not be limited to emergency situations, performance issues, workload concerns, and increased or decreased work volume.

CONTRACT TERM

The awarded Consultant/s will be required to enter into a contract for a period of three (3) years, with two (2) one-year renewal periods. The City of Port Orange reserves the right to extend this agreement or enter into a competitive proposal process at the end of each term.

ELIGIBILITY OF PROPOSER

To be eligible to respond to this RFP, the Proposer must have prior experience working with the services described in this RFP. Please provide eligibility experience with your submittal.

LICENSES AND PERMITS

Contractor is responsible for all applicable local and state licenses, permits and fees.

ADDITIONAL INSURANCE REQUIREMENTS

In addition to the insurance requirements outlined in Section 5 of this RFP, the awarded firm will be required to provide Professional Liability/Errors & Omissions insurance in the minimum amount of one million dollars (\$1,000,000.00).

PAYMENT & PERFORMANCE BONDS

The work to be performed under this RFP and subsequent agreement between the awarded Consultant/s and the City of Port Orange will be done throughout the City and will vary in size and cost. The City will require the awarded Consultant/s to furnish and pay for a Payment and Performance Bond equal to one hundred percent (100%) of project value to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida. After recording, the City will furnish to the Consultant the recording information for the bond to evidence that the Consultant has met the requirement of Florida law. The City will bill the cost of recording to the Consultant.

Proposers will be required to submit with their proposal package (Tab A) a current (not older than 3 months) Bonding Capacity Letter from a surety company licensed in Florida with proof of their aggregate bonding capacity. Proposer's who fail to include the Bonding Capacity Letter with submittal package may result in rejection of their submittal.

PRICE REDETERMINATIONS

Once each year during the term of the Contract, including any extension or renewal periods thereof, the Consultant may, but is not obligated to, petition the Purchasing Division for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within thirty (30) days of the anniversary date of the Contract (i.e., the calendar day and month when the Contract became effective) and only after the Contract has been in effect for at least one year. Any such petition shall be made pursuant to the provisions of this section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in the Contract, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Contract.

1. *Basis for Price Redeterminations.* The Consultant may petition the Purchasing Division for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the RFP opens. The base index number for the PPI will be for the month the RFP opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The City shall have the right to audit the Consultant's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

2. *Wage Price Redetermination.* When requesting a price redetermination based upon an increase in wage costs, the Consultant shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor <https://stats.bls.gov/data/>. The base figure will be tied to Installation, maintenance, and repair occupations under the heading all industries. Wage price redetermination increases shall be granted only by reason of wage increases associated with the Consultant's employees or subcontractors performing work or services pursuant to the Contract.
3. *Minimum Wage Price Redetermination.* If the minimum wage increases during the term of the contract, including any renewal or extension period thereunder, the Consultant may petition the Purchasing Division for price redetermination for those job categories where the pay to the Consultant's employee(s) is the current minimum wage. Upon verification of the information provided, the City will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Consultant must increase the pay to the employee(s) by the amount the Consultant has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Consultant will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Consultant must supply written documentation of any other increase that is beyond the scope and control of the Consultant. All written documentation must satisfy the reasonable expectations of the Purchasing Manager and Internal Auditor.
 - 3.1. *Example:* Minimum wage increases from \$7.31 to \$7.56 per hour. The Consultant may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the City.
 - 3.2. If the Consultant bills the City at a higher price according to any price redetermination granted by the City, and the Consultant fails to increase the hourly rate paid to the employee for the same period, the Consultant will be considered in Contract default and the Contract will be immediately terminated.
4. *Fuel Price Redetermination.* If/when the price of fuel increases by a minimum of ten (10%) percent, the Consultant may petition the Purchasing Division for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Consultant shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Contract termination and shall entitle the City to a refund of the cumulative increase in pay to the Consultant due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded Gasoline-WPU057104" or "#2 diesel fuel - WPU057303," as such may be applicable to the Consultant's operations in connection with the Consultant's performance of the Contract.
5. *Materials Price Redetermination.* At the anniversary date of the Contract, the Consultant may petition the Purchasing Division for a materials price redetermination. As a condition of petitioning for a materials price increase, the Consultant shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Consultant in connection with the Contract decreases. Failure to make such petition may be grounds for Contract termination and shall entitle the City to a refund of the cumulative increase in pay to the Consultant due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity" PPI industry data for Solid waste collection, not seasonally adjusted-PCU562111562111", as published by the Bureau of Labor Statistics.
6. *Price Redetermination Calculation.* All Price Redeterminations shall be calculated as follows:
 - 6.1 Example: Consultant indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

Current applicable PPI =	\$200.50
Base index PPI =	-\$179.20
PPI increase dollars =	\$21.30
PPI increase percentage (\$21.30, \$179.20 = .1189).....	11.9%
Unit cost of the service is.....	\$100.00
30% of \$100.00 is directly attributed to the redetermination category...	\$30.00
\$30.00 x 11.9% =	\$3.57

New unit price for the product/service is \$100 + \$3.57).....\$103.57

7. *Expiration Upon Failure to Agree to Price Redetermination.* If the City and the Consultant cannot agree to a price redetermination pursuant to the terms and conditions of this section, then the Contract will automatically expire without penalty or further expense to either party after a period of six (6) months following the Consultant's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Contract. If the Contract expires pursuant to the terms and conditions of this section, the City reserves the right, at no expense, penalty, or consequence to the City, to award any remaining tasks thereunder to the next available most responsive and responsible Consultant.

NOTICE

The City reserves the right to consider cooperative contracts, federal, state municipal etc., in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

Compliance with Other Federal Standards.

(a) Remedies. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Paragraph 8 - Termination for Default in the Contract, a draft of which is attached hereto and made apart hereof by reference.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, in the Contract, a draft of which is attached hereto and made apart hereof by reference. Termination for non-appropriation of funds is set forth in Paragraph 11 of the contract, a draft of which is attached hereto and made apart hereof by reference.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) 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.

(ii) 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.

(iii) 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.

(iv) The Contractor will send to each labor union or representative of 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.

(v) 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.

(vi) 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.

(vii) 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.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) 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 so participating 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 this 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.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage

rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

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

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

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

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

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

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

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

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

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

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices,

trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

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

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

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

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

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's

registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

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

(5) Compliance with Copeland Act requirements.

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

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

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

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

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

(10) Certification of eligibility.

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

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Contractor shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Contractor shall include these provisions, in full, into any subcontracts.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards,

employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(2) If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government

Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

- (h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management (“FDEM”), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) **This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference,** is a material representation of fact relied upon by City. If it is later determined that the

Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 shall 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Contractor must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(1) *Definitions*. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) *Prohibitions*.

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- d. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

(i) This clause does not prohibit Contractors from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

- a. Covered telecommunications equipment or services that:
 - 1. Are *not used* as a substantial or essential component of any system; and
 - 2. Are *not used* as critical technology of any system.
- b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement.*

(i) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

- a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained hereinabove.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The

Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug-Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Not all FEMA financial assistance programs are subject to BABAA. Most disaster financial assistance programs are

not subject to BABAA requirements, including the Public Assistance (PA), Hazard Mitigation Grant Program (HMGP), Individual Assistance (IA), and Fire Mitigation Assistance Grant (FMAG) programs.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

Required Certification: If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

SECTION 7 – PROPOSAL SUBMITTAL & REQUIREMENTS

Proposals shall include all information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluation of the proposal. The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of a proposal shall constitute the Proposer’s agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this proposal.

The sections of the submitted Proposals that will be scored during the evaluation process are identified with the maximum attainable points in “Section 8 – Evaluation of Proposals”. Additional areas used for awarding evaluation points are also addressed in “Section 8 – Evaluation of Proposals.”

In conjunction with other material and information requested in the RFP, all Proposers responding to this solicitation shall provide one (1) original, three (3) copies and one (1) identical digital version in PDF format on USB flash/thumb drive. The digital version must be an identical copy of the fully signed original submission. All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS

The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

STATEMENT OF INTEREST

The responding firm will provide a letter, on firm’s letterhead, not exceeding two (2) pages which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFP number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity. The Statement of Interest should also include the name and contact information of a customer contract manager who will serve as the main point of contact for all issues related to the services performed under the scope of this RFP.

TAB A – REQUIRED DOCUMENTS

Include all required City of Port Orange forms. FAILURE TO PROVIDE ALL INFORMATION listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

- Form 9.1 Proposal Submittal Checklist
- Form 9.2 Proposer's Acknowledgement Form
- Form 9.3 Addendum & Change Order Procedure Acknowledgement Form
- Form 9.4 Drug Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Anti-Collusion Form
- Form 9.7 Statement of Qualifications
- Form 9.8 Professional References for Previous Experience
- Form 9.9 E-Verify Affidavit
- Form 9.10 – Scrutinized Companies Certification
- Form 9.11 Debarment, Suspension and Other Responsibility Matters
- Form 9.12 Non-Disclosure of Confidential Materials
- Exhibit A – Description of Confidential Materials
- Form 9.13 No Submittal Response Form
- Appendix A, 44. C.F.R. Part 18 – Certification Regarding Lobbying
- Current Bonding Capacity Letter for Payment & Performance Bonds

TAB B – QUALIFICATIONS AND RELATED EXPERIENCE OF CONSULTANT

1. Provide a brief company biography, two (2) pages maximum. Include general information on the company, number of years the company has been in business, the location of corporate headquarters, and the number of branch offices.
2. Provide experience within the last 5 years demonstrating current capacity and current expertise in solid and hazardous waste management and disposal. Include experience coordinating with Federal, State and Local emergency agencies. Provide experience representing local governments with various state and federal funding sources and reimbursement processes, including FEMA, FHWA, and NRCS.
3. Provide experience with special disaster recovery program management services, including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, in addition to FEMA appeals assistance.
4. Provide a copy of your current State of Florida business license; pending licenses will not be accepted. If applicable, provide a copy of the county business license of primary business operations. If not applicable, please provide a statement that a business license is not required and provide the city, county and state of your primary business operations.
5. Complete the Professional References Form (9.8) of this document. Provide a list of professional references (other than the City of Port Orange) in which you have provided similar services proposed in this RFP within the last five (5) years. References must be from at least three (3) different entities. Contact information for references must be accurate and reference contacts must be responsive. If listed references are not reachable or otherwise non-responsive, scoring for this criterion could be adversely affected.

TAB C – QUALIFICATIONS AND RELATED EXPERIENCE OF KEY STAFF

1. For all employees that will be working with the City of Port Orange, provide a summary of relevant experience and qualifications including all current licenses and certifications. Detailed resumes should be submitted.
2. Provide an organizational chart.

TAB D – APPROACH AND VALUE-ADDED SERVICES

1. Provide your firm’s approach to achieving the identified tasks to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoicing, reporting procedures to FEMA and the City.
2. Identify project opportunities and challenges and how you would recommend that challenges be addressed along with value added services your firm can provide.

TAB E – FINANCIAL HISTORY

All Proposers shall provide a financial statement with their proposal, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

TAB F – PROPOSED FEES AS COMPLETED ON (ATTACHMENT 1) – SERVICES COSTS/FEES PROPOSAL

Proposers must complete (Attachment 1)–Services Costs/Fees Proposal and include in Tab F.

SECTION 8 – EVALUATION OF PROPOSALS

EVALUATION PROCEDURE OF WRITTEN PROPOSALS

The Evaluation Committee comprised of City staff will evaluate and rank proposals based on a 10-point weighted score formula. Weights will be assigned to each criterion and will be applied by multiplying the points scored for each criterion by the weighted percentage of each criterion. Scores shall be in whole, half or quarter percent increments. Examples of acceptable scores are 5.25, 5.50 or 6.0 in the 10-point scale. Scores such as 5.10 or 5.80 are NOT acceptable. If an evaluator returns a score for any criterion other than whole, half or quarter percent increments, they will be asked to round up or down based on standard rounding rules. Proposer’s resulting weighted scores will be rounded to 2 decimal points also using standard rounding rules.

All interested firms are hereby cautioned not to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. All questions should be made through the Purchasing Division and any attempts to lobby or persuade through any other channels may result in disqualification.

All proposals will be subject to a review and evaluation process. It is the intent of the City that all Proposers to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process. The committee may choose to conduct an oral interview with each short-listed firm.

The City’s evaluation criteria, for written proposals will include consideration of, but will not be limited to the following:

1. Responsiveness of the proposal related to the Scope of Services.
2. The ability, capability, and skill of the Proposer to perform the contract, including the range of services offered.
3. Whether the Proposer can perform the contract within the time specified without delay or interference.
4. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
5. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.
6. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill.
7. The quality of performance of previous contracts.
8. The number and scope of conditions attached to the bid or proposal.
9. Responsiveness of client references.

Written proposals will be evaluated and scored based upon the following criteria:

EVALUATION CRITERIA FOR WRITTEN PROPOSALS

TAB B. QUALIFICATOINS AND RELATED EXPERIENCE OF CONSULTANT: (Weight 30%)

Company history, qualifications, ability and capacity; Experience with related Scope of Work required for this RFP; Support documentation (licenses, Sunbiz,, etc.); Professional references..... (0-10 points)

TAB C. QUALIFICATIONS AND RELATED EXPERIENCE OF KEY STAFF: (Weight 20%)

Resumes of key staff demonstrating relevant experience; Organizational chart of management and key staff.....(0-10 points)

TAB D. APPROACH AND VALUE-ADDED SERVICES: (Weight 30%)

Methods of achieving the identified tasks; Method of addressing possible opportunities and challenges and value-added services.....(0-10 points)

TAB E. FINANCIAL HISTORY: (Weight10%)

Firm's financial strength as it relates to their ability to perform all services as outlined for Lot #1.....(0-10 points)

TAB F. PROPOSED FEES: (Weight 10%)

Total Proposed Fees.....(0-10 points)

Total Maximum Points (50 points)

(Please note that fees may be negotiated in the best interest of the City after the scoring is completed.)

Scoring Guidelines (0 – 10 points):

0-2.0 = Did Not Meet: Not responsive to the question or topic; 2.25-4.0 = Below minimum standards: Responsive to the question or topic, but below acceptable standards; 4.25-6.0 = Marginal: Minimal acceptable performance standards and responsive to the question or topic; 6.25-8.0 = Satisfactory: Above minimum performance, effective and responsive to the question or topic; 8.25-10.0 = Exceeds Expectations for effectiveness and responsiveness to the question or topic. The Evaluator's score times the "weighted value" assigned to the criterion outlined above equals the total score for that section. Resulting scores will be rounded to 2 decimal points. For example:

Criterion: Tab D: Approach and Value-Added Services	Evaluator's Score <i>10-point scale</i>	Weighted Value of Total	Resulting Score
Consultant A	8.50	30%	2.55
Consultant B	6.25	30%	1.88

FORMAL ORAL INTERVIEWS/PRESENTATIONS In Person (If Required)

Upon completion of the technical criteria evaluation of written proposals, rating and ranking, the City of Port Orange may conduct oral interviews and/or presentations with short listed firms. Evaluation criteria and scoring for the oral interviews and/or presentations are to be determined.

If the City chooses to allow oral interviews and/or presentations, such interviews and/or presentations will not be open to the public pursuant to the conditions set forth in Florida Statute §286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and Proposers will be notified via email at least seven (7) calendar days in advance of the date, time and place of the oral interviews and/or presentations. The specific interview/presentation format will be provided to Proposers with the notifications.

The City will allot equal time for each Proposer and may divide into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no Proposer will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD

After oral presentations are completed, the Evaluation Committee will score the oral interviews and or/presentations. A final ranking of the short-listed Proposers considered to be most capable of performing the required work in the best interest of the City shall be posted with a Notice of Intent to Award on DemandStar @ www.demandstar.com and the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx . The City project manager will create an agenda item recommending award to the City Council. City Council's decision will be final.

[Remainder of this page left intentionally blank]

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- ___ Form 9.2 – Proposer’s Acknowledgement
- ___ Form 9.3 – Addendum and Change Order Procedure Acknowledgement
- ___ Form 9.4 – Drug Free Preference Statement
- ___ Form 9.5 – Public Entity Crimes Statement
- ___ Form 9.6 – Anti-Collusion Form
- ___ Form 9.7 – Statement of Qualifications
- ___ Form 9.8 – Professional References for Previous Experience
- ___ Form 9.9 – E-Verify Affidavit
- ___ Form 9.10 – Scrutinized Companies Certification
- ___ Form 9.11 – Debarment, Suspension and Other Responsibility Matters
- ___ Form 9.12 – Non-Disclosure Agreement for Confidential Materiel
- ___ Exhibit “A” – Description of Confidential Material
- ___ Form 9.13 – No Submittal Request Form
- ___ Appendix A, 44. C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
- ___ (Attachment 1) – Services Costs/Fees Proposal Form
- ___ Current Bonding Capacity Letter for 100% Performance & Payment Bond
- ___ Submission of one (1) original marked “ORIGINAL”, three (3) copies of the original and one (1) digital (USB flash drive) version in PDF format

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 9.2 – PROPOSER'S ACKNOWLEDGEMENT FORM

(To be signed in the presence of a notary public or other authorized to administer oaths.)

I have carefully examined the Request for Proposal (RFP), Instructions to Proposers, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFP at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to one-hundred-twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the RFP.

I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Proposer/Contractor as its act and deed and that the Proposer/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

Name of Business

Mailing Address

Authorized Signature

City, State & Zip Code

Printed Name and Title

Telephone Number

Federal Identification No.

E-mail Address

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ and who:

☐ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

(To be signed in the presence of a notary public or other authorized to administer oaths.)

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum# _____ Date: _____ Addendum# _____ Date: _____

Addendum# _____ Date: _____ Addendum# _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Consultant for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Consultant receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding all published Addenda and Change Order procedures:

Name of Business

Authorized Signature

Printed Name and Title

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

_____ day of _____, 2023, by _____ and who:

☐ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

(To be signed in the presence of a notary public or other authorized to administer oaths.)

IDENTICAL TIE PROPOSALS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied proposers have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under a proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Business

Authorized Signature

Printed Name and Title

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ and who:

☐ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

**FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES
UNDER SECTION 287.133(3)(A), FLORIDA STATUTES**

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached.

(Draw a line through paragraph 7 if paragraph 6 above applies)

Name of Business

STATE OF: _____

Authorized Signature

COUNTY OF: _____

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ and who:

☐ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.6 – ANTI-COLLUSION FORM

By signing this form, the Proposer agrees that this proposal is made without any other understanding, agreement or connection with any person, corporation or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned proposals will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSER AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

TELEPHONE: _____

F.E.I.N.: _____

This document must be completed and returned with your Submittal

FORM 9.7 STATEMENT OF PROPOSER'S QUALIFICATIONS

(To be signed in the presence of a notary public or other authorized to administer oaths.)

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

- A. Name of Proposer: _____
- B. Permanent main office address: _____
- C. Date organized: _____
- D. If a corporation, where incorporated: _____
- E. How many years have you been engaged in the business under your present firm or trade name? _____
- F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- G. General character of work performed by your company: _____
- H. Have you ever failed to complete any work awarded to you? If so, where and why? _____
- I. Have you ever defaulted on a contract? If so, where and why? _____
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- K. List your major equipment currently owned or leased: **USE SEPARATE SHET & ATTACH TO SUBMITTAL**
- L. Experience in work similar to this type of project: _____
- M. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- N. Credit currently available: \$ _____
- O. Give bank name, contact name and phone number: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☐ Yes ☐ No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising the Statement of Proposer's Qualifications.

STATE OF: _____	_____ Name of Business
COUNTY OF: _____	_____ Authorized Signature
	_____ Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ and who:

☐ Is personally known to me; or ☐ has produced _____ as identification. _____

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Proposer submits that they are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange.)**

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods/services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods/services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods/services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

**LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST**

The Proposer proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided services equal or similar to those required under the City's contract as outlined in this proposal package. A minimum of three (3) projects shall be listed below in order to submit a proposal on this contract. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

2. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

3. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description of service: _____

This document must be completed and returned with your Submittal

FORM 9.9 - E-VERIFY AFFIDAVIT

(To be signed in the presence of a notary public or other authorized to administer oaths.)



CITY OF PORT ORANGE
CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Solicitation Name: _____

Solicitation Number: _____

I, the undersigned hereby certify that _____ (insert contractor company name) does not employ, contract with or sub-contract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of _____ (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company referenced herein and I will comply with all applicable E-Verify requirements.

Print or Type Name, Title

Signature of Affiant

Federal Employer ID Number (FEIN)

E-Verify Number

STATE OF FLORIDA

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ and who:

☐ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your Submittal

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, _____, on behalf
(Print Name and Title)

of _____ ("Company"), certify that _____
(Company Name) (Company Name)

does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

SIGNATURE

PRINT NAME

TITLE

STATE OF FLORIDA

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ and who:

☐ Is personally known to me; or ☐ has produced _____ as identification.

_____, Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your Submittal

FORM 9.11 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

MATTERS

(To be completed by Prime Contractor)

PRIMARY COVERED TRANSACTIONS

1. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2. The Contractor hereby certifies that the Contractor is complying with the requirements in Section 1 above. Further, the Contractor verifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor further certifies to the best of its knowledge and belief that it and its principals and affiliates:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (2)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
4. Where the Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this.
5. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

This document must be completed and returned with your Submittal

FORM 9.12 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# _____

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST FOR PROPOSAL TO DETERMINE IF THIS APPLIES.

Proposer: _____

Address: _____

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the “City”), and the above-named Proposer (hereinafter the “Proposer”). The City and the Proposer are collectively referred to as the “Parties” and may be referred to individually as a Party.

RECITALS

WHEREAS, the Proposer asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and WHEREAS, the City desires to review such materials in order to evaluate the City’s interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Proposer.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Proposer agree as follows:

1. Confidential Materials. The Proposer warrants and represents to the City that the materials described in the attached Exhibit A (Description of “Confidential Material”) constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Proposer may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped “confidential” or “trade secret” prior to delivery to the City, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term “Confidential Materials” does not include the following:
 - a. Information already known or independently developed by the City;
 - b. Information in the public domain through no wrongful act of the City;
 - c. Information received by the City from a third party who was legally free to disclose it;
 - d. Information disclosed by the Proposer to a third party without restriction on disclosure;
 - e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
 - f. Information that is disclosed with the prior written consent of the Proposer, but only to the extent permitted by such consent.

4. Non-Disclosure by Proposer. In the event the City discloses confidential or trade secret information to Proposer, the Proposer agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Proposer, or at any time upon request of the City, Proposer agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Proposer understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Proposer to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Proposer further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Proposer. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Proposer shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Proposer designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

The City of Port Orange, Florida
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.
12. Proposer and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____
NAME: _____
TITLE: _____
DATE: _____

Proposer

BY: _____
NAME: _____
TITLE: _____
DATE: _____

ATTEST:

BY: _____
NAME: _____
TITLE: _____
DATE: _____

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

FORM 9.13 – NO SUBMITTAL RESPONSE FORM

If your company will not be submitting a proposal in response to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation: RFP #23-15 Disaster Debris Monitoring & Grant Consulting Services

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a “no response”.

- ☐ Specifications “too tight” or geared toward on brand or manufacturer (please explain below)
- ☐ Insufficient time to respond
- ☐ Specifications unclear (please explain below)
- ☐ We do not offer this product/service or an equivalent
- ☐ Our product schedule does not permit us to perform within stated timeline for the project
- ☐ Unable to meet specifications
- ☐ Unable to meet bond requirements
- ☐ Unable to hold prices firm throughout the term of the contract period
- ☐ Unable to meet insurance requirements
- ☐ Other: _____

Print Name: _____

Signature: _____ Date: _____

Additional Information:

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date: _____



(ATTACHMENT 1) SERVICES COSTS/FEES PROPOSAL

CITY OF PORT ORANGE

RFP #23-15

Disaster Debris Monitoring & Grant Consulting Services

Completed (Attachment 1) Services Costs/Fees Proposal form **MUST** be included with Submittal.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

ITEM #	EMPLOYEE/SERVICE CATEGORY	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1	Project Management/On Site	100		
2	Operations Manager/Administrator	50		
3	Project Coordinators	150		
4	Training and Exercise Coordinator	150		
5	Data Manager	150		
6	Field Collection Monitor/Supervisor	7,000		
7	Debris Site/Tower Monitor	3,000		
8	Crew Monitor	300		
9	Emergency Management Planner	150		
10	Senior Grant Consultant	60		
11	FEMA Reimbursement Specialist	100		
12	Quality Control Manager/Invoice Analyst	150		
13	Grant Management Consultant	50		
14	GIS Analyst	100		
15	Administrative Support Staff	300		
16	On Site Supervisor	1,000		
17	Site Supervisor or Area Supervisor	1,500		
18	Attorney	25		
19	Subject Matter Expert	25		

TOTAL COST: \$ -

Proposer may submit a schedule of additional positions, with corresponding hourly rates on the form below. Proposer must attach a job description for each additional position submitted.

THE FEES FOR ADDITIONAL POSITIONS ARE FOR FUTURE USE IF NECESSARY BY THE CITY. THEY WILL NOT BE A FACTOR IN THE EVALUATION OF COST.

The hourly rates shall include all costs associated with the position, including but not limited to applicable insurance, overhead and profit ,travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

ITEM #	ADDITIONAL POSITION(S) IF REQUIRED	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1				
2				
3				
4				
5				
6				
7				
8				
9				

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION

State of _____ County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20____ to _____, 20____.

WITNESS:

By: _____

Company: _____

CONTRACTOR:

By: _____

Company: _____

Name/Title: _____

STATE OF _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ and who:

☐ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # _____

☐ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Worker' Compensation Carrier: _____

A.M. Best Rating Carrier: _____

Inception Date of Leasing Agreement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

Bond No. _____

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____, as Principal, and _____, a corporation, as Surety, are bound to _____, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ AND /100 DOLLARS (\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of _____, entered into by and between the Principal and the City, for Police Department Duct/HVAC Mold Remediation, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this____, day of_____, 20____.

Attest: _____

(Principal)

(As to Corporate Principal) Secretary By:_____

(Witness to Principal) (Corporate Seal)

(Surety)

(Witness to Surety)

By:_____ Name:_____ (Attorney-in-Fact)

(Corporate Seal)

NOTE: **Date of BOND must not be prior to date of Contract.** If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



CITY OF PORT ORANGE CONTRACT FOR SERVICES (with FEMA required provisions)

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2023, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide _____, and as more specifically described in Intent to Bid XX-XX ("ITB XX-XX"). This Contract together with ITB XX-XX, Addenda, Exhibit "A" _____, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section _____ Scope of Work, Addenda of ITB XX-XX and the Bid Tabulation as submitted by Contractor in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of ITB XX-XX is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed by the Parties, and shall continue for a period of XXXX (X) years (the "Term").

Renewals: Upon written agreement of the Parties, appropriation by City Council, and City Manager approval, this Contract may be renewed for up to XXXX (X) one-year periods.

Manner and Place: The work shall be in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services, or require the City to place any orders for goods or services. The City will issue a Purchase Order and a Task Authorization with a Payment and Performance Bond. The City will issue written electronic authorization in the form of a Notice to Proceed for the services described hereinabove. A sample Task Authorization is attached hereto as Exhibit "2." Contractor agrees to return an executed copy of the Task Authorization and bond via facsimile or e-mail within 36 hours of the City's delivery thereof. The City reserves the right to contract with other parties for the services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit not to exceed the appropriated budget per fiscal year.

All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms are attached as Exhibit "2," and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by the Contractor under this Contract:

- (a) Front Page for Bond (F.S. § 255.05)
- (b) Combination Payment and Performance Bond (F.S. § 255.05)

4. Contract Administration. The Public Works Director, _____, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

5. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 24 of this contract concerning disputes.

7. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the Contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

9. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after closeout of the FEMA grant, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after closeout of the FEMA grant under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are 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 the Contractor does not transfer the records to the City.
- (d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

11. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work

under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

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Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
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Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☒	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
☒	Payment and Performance Bond Required	Limits: Coverage - Equal to 100% of the amount established by a Task Authorization issued pursuant to the Contract.	
City Manager waives Payment and Performance Bond for work under \$200,000.00			
Unless otherwise required by law, City Manager waives Insurance for FOB goods.			

13. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

14. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

15. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

16. **Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. **Warranties.** Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

18. **Additional Warranties.** Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. **Additional Bond Security.** If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

20. **Inspection**

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall

neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. Liability for Loss or Damage.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

22. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

24. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

25. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

26. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

27. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

28. Compliance with Other Federal Standards.

(a) Termination for Default. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms are set forth in Paragraph 8, hereinabove.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, hereinabove. Termination for non-appropriation of funds is set forth in Paragraph 11, hereinabove.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(i) 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.

(ii) 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.

(iii) 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.

(iv) The Contractor will send to each labor union or representative of 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.

(v) 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.

(vi) 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.

(vii) 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.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) 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 so participating 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 this 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.

(d) **Davis-Bacon Act:** If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it does not apply to other FEMA grant and cooperative agreement programs, **including the PA Program. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting

officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any

subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case

may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

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

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

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

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

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

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an

apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate

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

(iii) Equal employment opportunity.

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

(5) Compliance with Copeland Act requirements.

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

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

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

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

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

(10) Certification of eligibility.

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

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause

requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over \$100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Contractor shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Contractor shall include these provisions, in full, into any subcontracts.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the

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

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program**, as FEMA awards under these programs do not meet the definition of “funding agreement.”

(2) If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.

For contracts exceeding \$150,000.00, the following provisions apply:

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- (2) The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management (“FDEM”), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) **This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference,** is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract

that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 shall 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

Required Certification: If applicable, the Contractor must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(1) *Definitions*. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) *Prohibitions*.

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- d. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

- (i) This clause does not prohibit Contractors from providing—
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (ii) By necessary implication and regulation, the prohibitions also do not apply to:
 - a. Covered telecommunications equipment or services that:
 - 1. Are *not used* as a substantial or essential component of any system; and
 - 2. Are *not used* as critical technology of any system.
 - b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement.*

- (i) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or

subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Contractor agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained hereinabove.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug

Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug-Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Not all FEMA financial assistance programs are subject to BABAA. Most disaster financial assistance programs are not subject to BABAA requirements, including the Public Assistance (PA), Hazard Mitigation Grant Program (HMGP), Individual Assistance (IA), and Fire Mitigation Assistance Grant (FMAG) programs.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

Required Certification: If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City). Said certification is included in the solicitation and made a part hereof by reference.

29. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained

herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

30. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: _____, _____ Director
1395 Dunlawton Avenue
Port Orange, Florida 32129
(386) 506-5575

Contractor: _____
Attention: _____

() - Telephone
() - Facsimile
@ - E-Mail

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

31. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

32. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

By: _____

Printed Name: _____

_____,
If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Date _____

SAMPLE

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

SAMPLE

End of Solicitation Documents



SOLICITATION REQUEST FORM

(ITB, RFP, RFSQ, ITN)

RFP #23-15

(# will be assigned by Purchasing Division)

Assigned Purchasing Lead: Jill Poolman

Section 1: Solicitation Name, Scope, Type

Project name:	Disaster Debris Monitoring & Grant Consulting Services
General scope of project:	The City of Port Orange is seeking sealed bid proposals from qualified firms, businesses, or individuals to assist the City with Disaster Debris Monitoring and Consulting Services
Type of project:	☐ ITB ☒ RFP ☐ RFSQ <i>Design/Professional Services (engineering, architect, surveying, landscape)</i> ☐ ITN ☐ Capital ☐ Non-Capital

Section 2: Solicitation Information

Requested by:	Thomas DiEulio
Department:	Public Works
Special Legal Ad:	☒ Y or ☐ N *Per 180.24FS, see below <i>Section 9: Solicitation FAQ</i>
Estimated amount:	
Bid Bond:	☐ Y or ☒ N P&P Bond at Task Authorization / Professional Liability required
Grant funded:	☐ Y or ☒ N <i>(If yes, list date & requirements)</i> Deadline Date:
	Type / Special Requirements:
Fund Account:	Emergency Funding
Project#:	n/a
City Project Manager:	Thomas DiEulio, Director of Public Works & Richard Colby, Construction Manager
Contract Administrator:	Denyce Frey, Administrative Supervisor
Project Inspector:	
Blueprint provided by:	
Engineer of Record:	

Section 3: List of Evaluation Committee Members (RFP/RFSQ/ITN) (Minimum 3)

Committee Member 1:	Thomas DiEulio
Committee Member 2:	Richard Colby
Committee Member 3:	Jonathan McKinney
Committee Member 4:	
Committee Member 5:	

Section 4: Suggested Solicitation Dates

All dates are subject to scheduling and availability

Release date urgency:	☒ High ☐ Medium ☐ Low	Suggested Date:
Pre-Solicitation Conference Requested:	☐ Y or ☐ N	
Pre-Solicitation Conference date:	TBD	Site Visit: ☐ Y or ☒ N Mandatory: ☐ Y or ☒ N
Due date/opening:	Proposals due August 29 th , 2023	
Delivery/Completion:	Evaluation Period and award to September 8, 2023	
Award to Council:	Placeholder on Sept 19, 2023 agenda Note: funding source must be listed on the agenda summary	

Section 5: Creating Details/Specifications/Scope of Work

☒ Project Manager ☐ Project Engineer/Architect ☐ Other _____ ☐ Assistance from Purchasing*

*The department provides the specifications/scope of work to Purchasing in **Word** format. Purchasing reviews the specifications/scope of work, incorporates them into the draft of the solicitation and distributes and advertises it. If the Project Manager, Engineer or Architect prepares the specifications/scope of work, the department must review and approve them and ensure Purchasing receives a **Word** copy for incorporation into the solicitation draft.

Section 6: Contract Type, Term, Completion Time

**** Discuss with Legal Dept. prior to releasing the solicitation to ensure the appropriate contract is placed in the solicitation document ****

Contract Type: ☒ Standard services (Supplies/Services) ☐ EJCDC (Engineers Joint Contract Document Committee) (Site/Structures & Design Build) ☐ AIA (American Institute of Architects) (Building construction)

Contract Term: Three (3) years
Renewal Options: Two (2) optional one-year renewal/extensions
(Days) Substantial Completion: n/a (Days) Final Completion:

P&P Bond: ☐ Y or ☐ N *Payment and Performance Bonds are required for construction projects on public property

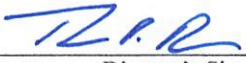
* If the project engineer is responsible for contract administration and project inspection services, ascertain that the contract with the engineer provides for that service. If not, the Engineer's Contract needs to be approved by the City Manager.

Section 7: Suggested Bidder's List (include email address of potential bidder)

Bidder:	Thompson Consulting Service, Info@thompsoncs.net (407)792-0018
Bidder:	Tetra-Tech 115, Charlie.Macpherson@TetraTech.com (386)740-8668
Bidder:	Integrated Solutions Consulting
Bidder:	Debris Tech, LLC
Bidder:	Disaster Program & Operations, Inc.
Bidder:	
Bidder:	

Section 8: Director's Approval

☒ Approved ☐ Rejected Date: 8-8-2023 Thomas DiEulio, Director of Public Works

X 
Director's Signature

All items are subject to inspection and evaluation by the Department of Defense.		☐ Yes ☐ No	☐ Yes ☐ No
The following items are being submitted for review:		☐ Yes ☐ No	
The following items are being submitted for review:		☐ Yes ☐ No	
The following items are being submitted for review:		☐ Yes ☐ No	
The following items are being submitted for review:		☐ Yes ☐ No	
The following items are being submitted for review:		☐ Yes ☐ No	
The following items are being submitted for review:		☐ Yes ☐ No	
The following items are being submitted for review:		☐ Yes ☐ No	
The following items are being submitted for review:		☐ Yes ☐ No	

The following items are being submitted for review:

The following items are being submitted for review:

The following items are being submitted for review:

The following items are being submitted for review:		☐ Yes ☐ No
The following items are being submitted for review:		☐ Yes ☐ No
The following items are being submitted for review:		☐ Yes ☐ No
The following items are being submitted for review:		☐ Yes ☐ No
The following items are being submitted for review:		☐ Yes ☐ No
The following items are being submitted for review:		☐ Yes ☐ No
The following items are being submitted for review:		☐ Yes ☐ No
The following items are being submitted for review:		☐ Yes ☐ No

The following items are being submitted for review:

The following items are being submitted for review:

The following items are being submitted for review:

The following items are being submitted for review:		☐ Yes ☐ No
The following items are being submitted for review:		☐ Yes ☐ No
The following items are being submitted for review:		☐ Yes ☐ No
The following items are being submitted for review:		☐ Yes ☐ No
The following items are being submitted for review:		☐ Yes ☐ No
The following items are being submitted for review:		☐ Yes ☐ No
The following items are being submitted for review:		☐ Yes ☐ No
The following items are being submitted for review:		☐ Yes ☐ No

The following items are being submitted for review:

The following items are being submitted for review:

The following items are being submitted for review:

Section 9: Solicitation FAQ

Who fills out the Solicitation Request Form?

Sections 1-7 are to be completed by the Project Manager/Director.

When do I use this form?

When purchases exceed \$25,000 and do not fall under the exclusions listed in City Ordinance Code Sec 2-267. Ex: (Sole source, piggyback, utilities, travel, postage, registration fees, etc.)

How do I submit this form?

After Director/Department Head signs approval of Solicitation Request Form, the department sends an email to purchdiv@port-orange.org to request a Bid Kick-Off Meeting. The draft Solicitation Request Form must be attached to this email. Purchasing will contact the department within 10 days of receipt of the email to setup the Bid Kick-Off Meeting. The Solicitation Request Form will be reviewed in detail during the Bid Kick-Off Meeting. If edits to the form are needed, the department makes the edits and submits the completed form to CivicClerk in the Bid Requests section of Contract Management. The department will also include with the request the Scope of Work/Specifications for the solicitation.

How early should I plan for an ITB/RFP/RFSQ/ITN?

Departments should allow for at least 90 days from *receipt of bid specifications* to opening (120 days for council award date). An additional 30-60 days should be allowed for RFPs, RFSQs, and ITNs.

Advertising:

Florida Statutes mandate that Capital Projects with a projected cost of under \$200,000 shall be publicly advertised for a minimum of ten (10) days; over \$200,000 Twenty-one (21) days and over \$500,000 a minimum of thirty (30) days prior to bids being opened.

Per 180.24FS, public utility projects require additional advertising: two (2) consecutive ads *or* postings in three (3) conspicuous places around city hall, one (1) of which shall be the door of city hall. 180.07FS Examples: solicitations for jails, airports, hospitals, golf courses, reservoirs, pump stations, pipelines, & water/reclaim/sewage systems.

Distribution/Release:

The City is currently using Demand Star www.demandstar.com for releasing solicitation documents/addenda on the internet and the Daytona Beach News Journal to release the legal advertisement. Solicitation documents are also posted on the Purchasing Division's web page.

Specifications:

Document specifications should be sent to the assigned Purchasing Representative in WORD file format.

One envelope solicitation process:

One envelope shall be submitted. The envelope contains required forms, technical and price information. The envelopes from all timely bidders will be opened and read aloud at the time of the solicitation opening.

CCNA:

The City of Port Orange is also governed by Florida Statutes 287.055 the Consultants Competitive Negotiations Act, as the method of selecting architects, engineers, land surveyors and landscape architects.

Design-Build:

The City has written and enacted a set of Design-Build Policies and Procedures which sets forth very specific requirements the City must use for a design-build type of bid or contract. This was done to comply with Florida Statutes, Chapter 287.055 as amended; Consultants Competitive Negotiation Act. Public announcement/advertisement shall be made:

- If planning or study activity for professional services exceeds \$35K
- If basic construction costs estimated by the agency exceeds \$325K

Grants:

Grant Money Bids and Projects also have their own set of governing laws and regulations which require the City's compliance. The compliance with these laws is strictly the Project Manager's responsibility. The Project Manager must familiarize himself/herself with each and every grant to ensure that the City not only complies with those rules but fulfills every requirement that those grants contain so as not to forfeit the money that they bring.

Bonds:

When bid bond/deposits are required they are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is required, it is in the amount of five (5%) percent of the bid amount. Payment and Performance Bonds are required for construction projects on public property in the amount equal to one hundred percent (100%) of the total contract amount.

Payment and Performance Bonds must also be recorded in the Office of the Clerk of the Circuit Court, Volusia County, Florida. Required bonds are included in the Invitation to Bid notice which will appear in a locally distributed newspaper.

Public Entity Crimes Form:

Every acquisition with Federal funds equal to or greater than \$10,000.00 and all formal solicitations must have a signed, notarized Public Entity Crimes Form.

Drug Free Tie Bid Form:

The Drug Free Tie Bid Preference Form is in accordance with Section 287.087, Florida Statutes and became law in January 1991. It takes precedence in determining tiebreaker in the event of tie bids.



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
purchdiv@port-orange.org

ADDENDUM NO. # 1

August 24, 2023

RFP #23-15 DISASTER DEBRIS MONITORING & GRANT CONSULTING SERVICES

To All Submitters:

The following changes, clarifications and additions are hereby made part of the RFP for the above referenced services dated August 10, 2023 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of the proposer to confirm that all addenda have been received prior to submitting a proposal and acknowledge such in the RFP documents.

A. CLARIFICATIONS:

None

B. CHANGES TO RFP DOCUMENT:

None

C. QUESTIONS AND ANSWERS:

Question #1

The manual process of filling out load tickets can jeopardize proper FEMA reimbursement if human error occurs. Utilizing electronic load tickets, computer tablets, and systems employing electronic contractor IDs with an Automated Debris Management System (ADMS) has become the industry standard and is critical for any successful debris operation in 2023. Because of the factors listed, we would like to confirm that any charges for the use of an ADMS will be included in the hourly rates provided and not as a separate hourly rate, separate flat rate, or substitutional charge for any listed position.

Answer #1

Yes, that is correct.

Question #2

May vendors price certain positions as \$0 if said position(s) will not be utilized by the vendor when completing a successful debris operation defined in the Scope of Services?

Answer #2

Yes, \$0 is acceptable, N/A is not.

Question #3

Do special costs such as boat rental and marine expenses need to be included in the RFP response?

Answer #3

No, however, on the Consultant's quotes and invoices, these services will need to be separated from the hourly labor positions that will be used (quotes) or were used (invoices) for the services provided and supporting quotes for any additional services used must be included when Consultant submits invoices for payment.

Question #4

We are kindly requesting that the City waive all of the Bonding requirements as the Federal procurement regulations in 2 CFR §200.325 only recommends bonding requirements for construction or facility improvements contracts.

Answer #4

The City will not waive the Performance & Payment Bond requirement for this RFP and subsequent contract. Should an awarded Consultant be mobilized, a Performance & Payment Bond will be required to be executed with the Task Authorization issued by the City.

In all other respects, except as specifically stated herein, the subject RFP #23-15 Disaster Debris Monitoring & Grant Consulting Services remains unchanged.

END OF ADDENDUM NO. #1



Evaluation Ranking Summary

Date: 9/8/2023

RFP #23-15 Disaster Debris Monitoring & Grant Consulting Services

Firm Name	Total Score
DebrisTech, LLC	24.00
Disaster Program & Operations, Inc.	20.60
Integrated Solutions Consulting	24.70
Tetra Tech, Inc.	26.20
Thompson Consulting Services, LLC	28.00

Comments

On September 8, 2023 a Proposal Evaluation Committee scored five (5) proposals (listed above) received for RFP #23-15 Disaster Debris Monitoring & Grant Consulting Services. The Proposal Evaluation Committee has agreed by consensus to award Thompson Consulting Services, LLC as the Primary Consultant and Integrated Solutions Consulting and Tetra Tech, Inc. both as Alternate Consultants based on overall scores and their abilities to meet the needs of the City.

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes." The 72 hour posting requirement will elapse on September 13, 2023 at 4:00 p.m. E.S.T.

Date of Scoring: September 8, 2023
Solicitation #: RFP #23-15
Solicitation Name: Disaster Debris Monitoring & Grant Consulting Services

	Disaster Debris Monitoring & Grant Consulting Services					
FIRM NAME	TAB B Qualifications and Related Experience of Consultant & References (Weight 30%)	TAB C Qualifications and Related Experience of Key Staff (Weight 20%)	TAB D Approach and Value-Added Services (Weight 30%)	TAB E Financial History (Weight 10%)	TAB F Proposed Fees (Weight 10%)	TOTALS (Max 50 points)
DebrisTech, LLC						
John McKinney	10	7	10	8	8	43
Tom DiEulio	8	7	8	5	5	33
Richard Colby	6	9	9	9	6	39
TOTALS	24	23	27	22	19	115
Comments:	7.20	4.60	8.10	2.20	1.90	24.00
Disaster Program & Operations, Inc.						
John McKinney	6	6	8	8	10	38
Tom DiEulio	7	6	7	5	4	29
Richard Colby	8	5	8	7	6	34
TOTALS	21	17	23	20	20	101
Comments:	6.30	3.40	6.90	2.00	2.00	20.60
Integrated Solutions Consulting						
John McKinney	10	10	10	8	5	43
Tom DiEulio	6	6	7	5	7	31
Richard Colby	10	9	9	8	8	44
TOTALS	26	25	26	21	20	118
Comments:	7.80	5.00	7.80	2.10	2.00	24.70
Tetra Tech, Inc.						
John McKinney	10	10	9	9	8	46
Tom DiEulio	9	9	8	5	9	40
Richard Colby	10	10	7	8	6	41
TOTALS	29	29	24	22	23	127
Comments:	8.70	5.80	7.20	2.20	2.30	26.20
Thompson Consulting Services, LLC						
John McKinney	10	10	10	10	9	49
Tom DiEulio	10	9	8	5	10	42
Richard Colby	10	10	9	8	9	46
TOTALS	30	29	27	23	28	137

Comments:	9.00	5.80	8.10	2.30	2.80	28.00
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September 8, 2023

NOTICE OF INTENT TO AWARD

RFP #23-15 DISASTER DEBRIS MONITORING & GRANT CONSULTING SERVICES

On August 29, 2023, the City of Port Orange received five (5) proposals for RFP #23-15 Disaster Debris Monitoring & Grant Consulting Services.

After review and scoring of the responses, City Staff has made a recommendation to award to the following firms:

Primary – Thompson Consulting Services, LLC
Alternate 1 – Integrated Solutions Consulting
Alternate 2 – Tetra Tech, Inc.

Respectfully Submitted,

Jill Poolman, CPPO, CPPB
Purchasing Manager

“Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.” The 72-hour posting requirement will elapse on September 13, 2023 at 4:00 p.m. E.S.T.



INTEGRATED SOLUTIONS
CONSULTING

City of Port Orange

RFP #23-15

Disaster Debris Monitoring & Grant Consulting Services



314.474.1499 | www.i-s-consulting.com

BUILDING A MORE RESILIENT FUTURE

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STATEMENT OF INTEREST

City of Port Orange City Clerk's Office
Attn: Jill Poolman, Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129

August 29, 2023

Jill Poolman,

ISC is pleased to present our proposal response to you, the City of Port Orange's (the City)'s, RFP #23-15: *Disaster Debris Monitoring & Grant Consulting Services*.

Team ISC understands that the City is seeking a qualified firm to assist and support them and their staff with disaster debris monitoring and grant consulting services, as detailed in the RFP. Specializing in disaster recovery services, ISC has proven expertise in the Federal Emergency Management Agency's (FEMA's) Public Assistance (PA) program and Hazard Mitigation Grant Programs (HMGP), Housing and Urban Development's Community Development Block Grants for disaster and mitigation (CDBG-DR and CDBG-MIT), Individual Assistance (IA), and Debris Monitoring. For the past two decades, ISC has had the distinct privilege of helping diverse communities throughout the US obtain and retain over **\$80 billion in eligible federal recovery grant funding** without negative audit findings.

Integral to ISC's success is their team of over 750+ disaster recovery specialists, each with extensive academic and practical experience in both their given field and the unique nature of crises. We recognize that our past and future success is directly attributed to hiring and continuously investing in outstanding people. We take great care in recruiting seasoned consultants that possess a consistent record of success and demonstrate a commitment to excellence. Our team is comprised of a complementary group of professionals whose skill sets are based on a mix of academic achievement and proven experience.

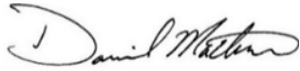
Team ISC consists of ISC acting as prime, in partnership with minority and woman-owned, **Metric Engineering**. ISC provides the City with not only a team with unparalleled disaster recovery expertise, but also a team with **intimate knowledge of Florida, its communities, and past disasters**. ISC's team is representative of the diversity of the communities we serve, and that can deliver the necessary reach-back of complementary and unique technical skillsets, as needed.

ISC offers...

- A Team that is 100% Dedicated to the Authority's Recovery and Preparedness needs.
- A Team that is Concentrated on Maximizing Opportunity.
- A Team that is Committed to Efficiency, Transparency, & Driven Results.
- A Team with Local Experience that can Deliver Unparalleled Disaster Recovery Expertise.
- A Team that is Focused on Building Resiliency for the Future.
- A Storied Track Record of Trust & Success in Florida.

As the individual authorized to contractually and obligate on behalf of Team ISC, I thank you for the opportunity to support the City's disaster debris monitoring and grant consulting services and look forward to providing the City with dedicated service to rebuild a more resilient future.

Sincerely,



Daniel Martin, Ph.D., CEM, Principal,
Integrated Solutions Consulting, Corp

Point of Contact	
Name	Daniel Martin, PhD, CEM, Principal
Address	220 S. Buchanan Street, Edwardsville, IL 62025
Telephone / Fax	847-477-6542 (c) / 847-737-5395 (f)
Email	Dan.Martin@i-s-consulting.com

TAB A. REQUIRED DOCUMENTS

A.1 Form 9.1 Proposal Submittal Checklist

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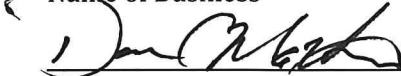
SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- X Form 9.2 – Proposer’s Acknowledgement
- X Form 9.3 – Addendum and Change Order Procedure Acknowledgement
- X Form 9.4 – Drug Free Preference Statement
- X Form 9.5 – Public Entity Crimes Statement
- X Form 9.6 – Anti-Collusion Form
- X Form 9.7 – Statement of Qualifications
- X Form 9.8 – Professional References for Previous Experience
- X Form 9.9 – E-Verify Affidavit
- X Form 9.10 – Scrutinized Companies Certification
- X Form 9.11 – Debarment, Suspension and Other Responsibility Matters
- XI/A Form 9.12 – Non-Disclosure Agreement for Confidential Material
- N/A Exhibit “A” – Description of Confidential Material
- N/A Form 9.13 – No Submittal Request Form
- X Appendix A, 44. C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
- X (Attachment 1) – Services Costs/Fees Proposal Form
- N/A Current Bonding Capacity Letter for 100% Performance & Payment Bond Integrated Solutions Consulting will secure the necessary Bonding Capacity upon execution of the contract.
- X Submission of one (1) original marked “ORIGINAL”, three (3) copies of the original and one (1) digital (USB flash drive) version in PDF format

BY: Integrated Solutions Consulting, Corp.

Name of Business



Authorized Signature

08/23/2023

Date

This document must be completed and returned with your Submittal

A.2 Form 9.2 Proposer's Acknowledgement Form

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FORM 9.2 – PROPOSER’S ACKNOWLEDGEMENT FORM

(To be signed in the presence of a notary public or other authorized to administer oaths.)

I have carefully examined the Request for Proposal (RFP), Instructions to Proposers, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFP at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to one-hundred-twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the RFP.

I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Proposer/Contractor as its act and deed and that the Proposer/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

Integrated Solutions Consulting, Corp.

Name of Business

220 S. Buchanan Street

Mailing Address

Edwardsville, IL 62025

City, State & Zip Code

847-306-3541

Telephone Number

Dan.Martin@i-s-consulting.com

E-mail Address

Authorized Signature

Daniel Martin, PhD, CEM, Principal

Printed Name and Title

205265704

Federal Identification No.

STATE OF: Illinois COUNTY OF: Madison

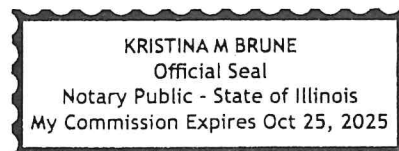
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

24 day of August, 2023, by Daniel Martin and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Illinois

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your submittal

A.3 Form 9.3 Addendum & Change Order Procedure Acknowledgement Form

This Page Left Blank, See next page for Required Form (s)

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

(To be signed in the presence of a notary public or other authorized to administer oaths.)

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum# 1 Date: _____ Addendum# _____ Date: _____

Addendum# _____ Date: _____ Addendum# _____ Date: _____

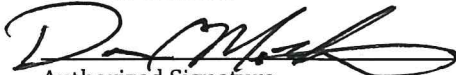
CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Consultant for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Consultant receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding all published Addenda and Change Order procedures:

Integrated Solutions Consulting, Corp.

Name of Business



Authorized Signature

Daniel Martin, PhD, CEM, Principal

Printed Name and Title

STATE OF: Illinois COUNTY OF: Madison

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

24 day of August, 2023, by Daniel Martin and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.



Notary Public, State of Illinois

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

A.4 Form 9.4 Drug Free Preference Statement

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FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

(To be signed in the presence of a notary public or other authorized to administer oaths.)

IDENTICAL TIE PROPOSALS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied proposers have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under a proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Integrated Solutions Consulting, Corp.

Name of Business



Authorized Signature

Daniel Martin, PhD, CEM, Principal

Printed Name and Title

STATE OF: Illinois COUNTY OF: Madison

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of August, 2023, by Daniel Martin and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.



Notary Public, State of Illinois

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

A.5 Form 9.5 Sworn Statement on Public Entity Crimes

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FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Daniel Martin, who, being by me first duly sworn, made the following statement:

1. The business address of 220 S. Buchanan Street, Edwardsville, IL 62025 (name of Offeror or business) is Integrated Solutions Consulting, Corp.
2. My relationship to Integrated Solutions Consulting, Corp. (name of Offeror or business) is Principal
(relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is:
_____. A copy of the order of the Division Administrative Hearing is attached.

(Draw a line through paragraph 7 if paragraph 6 above applies)

Integrated Solutions Consulting, Corp.

Name of Business

[Signature]
Authorized Signature

Daniel Martin, PhD, CEM, Principal

Printed Name and Title

STATE OF: Illinois

COUNTY OF: Madison

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of August, 2023, by Daniel Martin and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Illinois

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

A.6 Form 9.6 Anti-Collusion Form

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FORM 9.6 – ANTI-COLLUSION FORM

By signing this form, the Proposer agrees that this proposal is made without any other understanding, agreement or connection with any person, corporation or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned proposals will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSER AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Integrated Solutions Consulting, Corp.

SIGNED BY: Daniel Martin, PhD, CEM

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: 

TITLE: Principal

ADDRESS: 220 S. Buchanan Street

CITY, STATE AND ZIP CODE: Edwardsville, IL 62025

TELEPHONE: 847-306-3541

F.E.I.N.: 205265704

This document must be completed and returned with your Submittal

A.7 Form 9.7 Statement of Qualifications

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FORM 9.7 STATEMENT OF PROPOSER'S QUALIFICATIONS

(To be signed in the presence of a notary public or other authorized to administer oaths.)

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

- A. Name of Proposer: Integrated Solutions Consulting, Corp.
- B. Permanent main office address: 220 S. Buchanan Street, Edwardsville, IL 62025
- C. Date organized: 12/11/2005
- D. If a corporation, where incorporated: Illinois
- E. How many years have you been engaged in the business under your present firm or trade name? 18+ Years
- F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- G. General character of work performed by your company: Emergency Management Consulting Services
- H. Have you ever failed to complete any work awarded to you? If so, where and why? No
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- K. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- L. Experience in work similar to this type of project: Debris, Grant Management
- M. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- N. Credit currently available: \$ 1 Million
- O. Give bank name, contact name and phone number: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☒ Yes ☐ No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising the Statement of Proposer's Qualifications.

Integrated Solutions Consulting, Corp.

Name of Business

Authorized Signature

Daniel Martin, PhD, CEM, Principal

Printed Name and Title

STATE OF: Illinois

COUNTY OF: Madison

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of August, 2023, by Daniel Martin and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Illinois

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



A.8 Form 9.9 E-Verify Affidavit

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FORM 9.9- E-VERIFY AFFIDAVIT

(To be signed in the presence of a notary public or other authorized to administer oaths.)



CITY OF PORT ORANGE
CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Solicitation Name: Disaster Debris Monitoring & Grant Consulting Services

Solicitation Number: RFP #23-15

I, the undersigned hereby certify that Integrated Solutions Consulting, Corp. (insert contractor company name) does not employ, contract with or sub-contract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of Integrated Solutions Consulting, Corp. (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company referenced herein and I will comply with all applicable E-Verify requirements.

Daniel Martin, PhD, CEM, Principal

Print or Type Name, Title

205265704

Federal Employer ID Number (FEIN)

Signature of Affiant

1824463

E-Verify Number

STATE OF ~~FLORIDA~~ Illinois

COUNTY OF: Madison

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of August, 2023, by Daniel Martin and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Illinois

Printed, typed or stamped name, commission and expiration:



This document to be completed and returned with your Submittal



Company ID Number: 1824463

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Integrated Solutions Consulting Corporation (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in

violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until

and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other

materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to

the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or

other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and
 - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination

notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines

that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each

other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Susan Martin	Director of Finance
	August 30, 2023
Signature	Date

Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	Integrated Solutions Consulting Corporation
Company Facility Address:	220 S. Buchanan Street; Edwardsville, IL 62025
Company Alternate Address:	Mailing: PO Box 304; Prospect Heights, IL 60070
County or Parish:	Madison
Employer Identification Number:	20-5265704
North American Industry Classification Systems Code:	541
Parent Company:	
Number of Employees:	20-99
Number of Sites Verified for:	10

Are you verifying for more than one site? No		
If yes, please provide the number of sites verified for in each State:		
State	Number of sites	Site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	Susan Martin
Telephone Number:	847.737.5395
Fax Number:	847.737.5395
E-mail Address:	accounting@i-s-consulting.com

Name:	
Telephone Number:	
Fax Number:	
E-mail Address:	

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, Daniel Martin, PhD, CEM, Principal, on behalf
(Print Name and Title)

of Integrated Solutions Consulting, Corp. ("Company"), certify that Integrated Solutions Consulting, Corp.
(Company Name) (Company Name)

does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

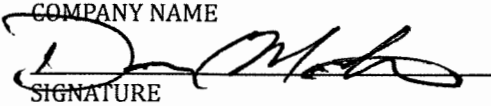
Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Integrated Solutions Consulting, Corp.

COMPANY NAME


SIGNATURE

Daniel Martin, PhD, CEM

PRINT NAME

Principal

TITLE

STATE OF ~~FLORIDA~~ Illinois

COUNTY OF: Madison

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of August, 2023, by Daniel Martin and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

K Kristina M Brune Notary Public, State of Illinois

Printed, typed or stamped name, commission and expiration:



This document to be completed and returned with your Submittal

A.10 Form 9.11 Debarment, Suspension and Other Responsibility Matters

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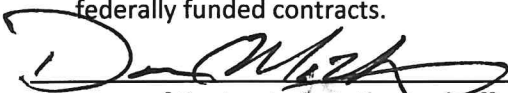
FORM 9.11 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

MATTERS

(To be completed by Prime Contractor)

PRIMARY COVERED TRANSACTIONS

1. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2. The Contractor hereby certifies that the Contractor is complying with the requirements in Section 1 above. Further, the Contractor verifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor further certifies to the best of its knowledge and belief that it and its principals and affiliates:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (2)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
4. Where the Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this.
5. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



Signature of Contractor's Authorized Official

08/23/2023

Date

Daniel Martin, PhD, CEM, Principal

Name and Title of Contractor's Authorized Official

This document must be completed and returned with your Submittal

A.11 Form 9.12 Non-Disclosure of Confidential Materials

N/A

A.12 Exhibit A. Description of Confidential Materials

N/A

A.13 Form 9.13 No Submittal Response Form

N/A

A.14 Appendix A, 44.C.F.R. Part 18 – Certification Regarding Lobbying

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APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Integrated Solutions Consulting, Corp., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Daniel Martin, PhD, CEM, Principal

Name & Title of Contractor's Authorized Official

Date: 08/23/2023

A.15 Current Bonding Capacity Letter for Payment & Performance Bonds

Integrated Solutions Consulting will secure the necessary Bonding Capacity upon execution of the contract.

TAB B. QUALIFICATIONS AND RELATED EXPERIENCE OF CONSULTANT

B.1 Company Biography

Integrated Solutions Consulting (ISC), incorporated in 2005, is a professional services firm specializing in homeland security, emergency management, public safety, hazard mitigation, and disaster recovery consulting services. ISC has a proven track record of successfully evaluating, developing, and integrating complex disaster/emergency management planning doctrine that follow relevant federal, state, and local programmatic directives and requirements. We are staffed with highly experienced emergency management, law enforcement, public health, disaster recovery, and related public safety professionals.

Throughout *our 16+ years of service*, ISC has had the privilege of supporting diverse communities nationwide as a single-source provider of emergency planning services.

Unlike our competitors, we are exclusively focused on providing emergency management and homeland security consulting services to the private and public sector.

Our focus in these services provide our staff with a wealth of experience and lessons learned, granting ISC the ability to not just meet our clients' needs, but deliver services that go above and beyond.

Our Mission is to provide consulting solutions from a professional emergency management perspective for public and private entities. This mission is carried out by our extensive experience in the operational fields of emergency management, homeland security, law enforcement, healthcare systems, environmental, and critical infrastructure engineering; and is supported by our reputation of providing exceptional professional service. We accomplish our mission from our regional offices, located throughout the nation.

Our Principles drive us to achieve continued project success with value-added products:

1. **Trust:** We treat each relationship as a two-way Partnership with Trust at the core of the relationship.
2. **Integrity:** We deliver client-focused results that meet or exceed all FEMA and State compliance demands.
3. **Innovation:** By leveraging our experience and research with science and technology, we look to be difference makers by establishing new standards and efficiencies in the industry.
4. **Performance:** As evidenced by our D&B Top Supplier Performance Rating, we consistently out-perform our client expectations, setting them up for success in the future.



	Federal, State, and Local Governments
	Tribal Nations & Communities of Diversity & Inclusion
	Organizations & Corporations
	Hospitals & Healthcare
	Schools, Universities, & Education
	Critical Infrastructure
	Ports & Transportation
	Utilities
	Special Venues
	Churches & Community Civic Groups

Markets ISC Serves.

B.2 Experience

B.2.1 Federal Assistance Grant Management Services

With **750+ professionals** ISC offers a unique blend of emergency management professionals with expertise in disaster recovery operations and programs to include but not limited to FEMA Public Assistance, Hazard Mitigation, FHWA, and HUD CDBG-DR. For nearly 20 years, our team has supported local governments, states, and FEMA on a litany of disaster recovery operations, disaster recovery planning and special disaster recovery projects around the nation.

Our Team has partnered, collaborated, and successfully delivered on complex disaster and emergency management projects at the local, state, and federal level, including developing several recovery planning projects that have been considered best practices by several of the elite local and state emergency management agencies, FEMA, the Emergency Management Accreditation Program, and disaster research centers.

ISC Achieves National Success By:	
#1: Investing in State-of-the-Art Tools and Systems to Yield Maximum Project Performance	• Odysseus™ program management and planning systems. • Unmanned Aerial Vehicles (aka Drones) with certified and insured pilots • Client-specific training and simulations, including table-top and virtual exercises
#2: Providing Exceptional Consulting Services that Exceed Client Expectations	• Access to 93 disaster recovery assistance programs and 500 private and non-profit disaster assistance funding sources • Elite industry expert cadre with an average field experience of over 20 years • 84% of ISC has earned a master's degree or higher
#3: Ensuring Compliance with the Office of Inspector General (OIG)	• Proven history of transparency and accountability of eligible FEMA Disaster Administrative Costs (DAC) and non-DAC expenditures • Custom configuration and system integration to address the client's unique needs. • Insider knowledge from ISC staff who were previously employed in financial auditing positions within grant awarding agencies
#4: Maintaining Strong Client and Partnership Relationships	• Weekly project status updates • Local offices coast to coast • Ability to preemptively prepare for future needs through program gap analysis

At ISC, we understand that capacity building and improving practices are critical for communities across the nation to quickly recover, effectively implement resiliency, and efficiently prepare for the next disaster. With the increased frequency of disasters and emergencies, there is a growing demand by regulatory agencies and citizens for communities to invest in new methods and techniques to establish effective emergency management programs that comply with the regulations and standards that govern the industry.

ISC has remained at the forefront of innovation in the emergency management and disaster recovery industry. From legislative compliance advancements such as the development of FEMA's Section 428 SOP following Hurricane Sandy to utilizing innovative FEMA and third-party validated and approved damage assessment methodologies to expedite recovery

DEVELOPED
 section **428**
STANDARD
 OPERATING PROCEDURES

DEVELOPED
FIRST
 section **428**
PROJECTS

funding for Joplin City, Joplin Mercy Hospital, and the Joplin School District following the 2011 tornados, ISC is committed to establishing new best practices.

B.2.2 Debris Monitoring Services

We understand your desires to establish a contract for disaster debris monitoring and management consulting services during emergencies and/or disasters, such as but not limited to hurricanes and red tide events, and that the services to be provided are contract compliance supervision and inspection in accordance with FEMA and FHWA rules and regulations.

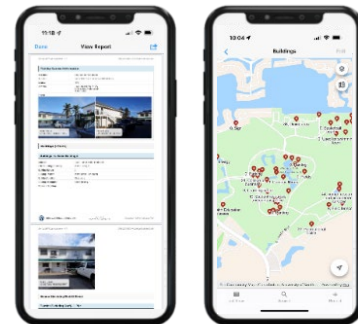
Team ISC is trained in the cutting edge of regulatory guidance at the state and federal levels. Since our inception, the ISC team has continuously engaged in major disaster debris removal, emergency response planning, hazard mitigation, and other recovery efforts around the country. We have supported clients in comprehensive disaster recovery efforts that have included debris monitoring, damage assessments, construction management, grant writing, grant application development, benefit cost-analyses, project monitoring, contractor oversight, cross-cutting compliance, external relations, and financial management. We believe in building trust through consistent delivery and will work with the City to ensure that expectations are clear, and he will collaborate with the City to complete activities throughout the project. Please see **Section B.3** for more details concerning our debris monitoring expertise.

B.2.3 Disaster Damage Assessments

At ISC, we feel that it is crucially important to document your disaster damage accurately and thoroughly. This is especially true with the implementation of FEMA's new initiatives such as the \$1 Million Small Project, FEMA's simplified procedures delivery model, and FEMA Section 428 Public Assistance Alternative Procedures. These new FEMA initiatives put the ownness on local government and private non-profits to document their damages in return for receiving fixed-cost estimates. Furthermore, conducting thorough damage assessments will help communities discover damages that went unnoticed during the Preliminary Damage Assessment (PDA) and have an affect on their Presidential Disaster Declaration status.

ISC has established best practices and new technological innovations so that our clients can efficiently and thoroughly conduct damage assessments and maximize their FEMA claim. These practices have resulted in an **average increase of 187%** in estimated damages from what was identified during the initial PDA.

To supplement our best practice approach, ISC developed the **Odysseus™ | Site Inspection Tool (SIT)**. The Odysseus (SIT) offers an easy-to-use application for real-time damage assessments and log site-specific damage inventory. The Odysseus™|SIT offers ready access to site-



Screenshot of the mobile
Damage Assessment
Application in Odysseus™



Click on this image to view a
demo 360 Damage
Inventory Windshield
Survey.

specific damage inventories, providing users with real-time dashboard reporting of damage assessments and mapping of site-specific inventory of damages.

Why is this important? For FEMA's Public Assistance Program, it's important for communities to quickly identify all damages and submit the damage inventory to the State and FEMA. Once FEMA holds its exploratory call and the recovery scoping meeting, the community **only has 60 days** to submit its damage inventory (DI). Furthermore, it's critical for communities to thoroughly assess all damages to public buildings, infrastructure, and other community assets to ensure there is not delay in federal funds or potential de-obligations.

Disaster recovery and repairing infrastructure takes years. When a second disaster strikes, FEMA too often cannot discern what was and what was not pre-existing damages. As a result, the damages caused by the next disaster too often are determined to be ineligible by FEMA. For organizations, like the Lake Charles Harbor & Terminal District, that are routinely in the eye of disaster each year, it is important to be able to document the progress of repairs from previous disasters to not jeopardize FEMA funding when the next disaster strikes.

For this reason, ISC invested in the capabilities to conduct a 360 Damage Inventory Windshield Survey Tour so that organizations can clearly demonstrate to FEMA the pre- and post-disaster conditions of their facilities, removing any doubt with FEMA and ensuring eligibility of FEMA funds. For a small investment, this capability has saved our clients tens of millions in claims that would have otherwise been determined ineligible.

These technologies not only serve as a testimony of the expertise that is delivered by ISC, but how we always look out for what is in the best interest of our client and ensure that they maximize potential funding.

B.2.4 FEMA Public Assistance

Over the past 20 years, ISC has deployed thousands of technical staff to EOCs and JFOs following large-scale disaster recovery operations under our contract to provide nationwide professional support services in carrying out the statutory authorities of the Robert T. Stafford Disaster Relief and Emergency Assistance Act under the National Response Framework (NRF). Through ISC's partnership, these services assist the FEMA and the agency's state and local counterparts in response to nationally declared disasters. As part of a nation-wide team network, ISC provides a variety of services, such as: damage assessments, technical analysis, program management, operational and strategic planning support, training development and delivery, policy analysis, grant management, organizational assessment, project formulation, Appeals, Arbitration, Closeout and other special studies and assignments. These services are provided under the auspices of the National Incident Management System (NIMS), requiring the coordination

ISC's Public Assistance Activities

- ▶ Has Developed 10,000+ Project Worksheets
- ▶ Conducts and Manages Audits
- ▶ Reconciles Costs
- ▶ Prepares Appeal Responses
- ▶ Manages Closeout Activities
- ▶ Conducts Operational and Strategic Planning
- ▶ Has Developed, Reconciled, and Reviewed 10+ Billion Dollars

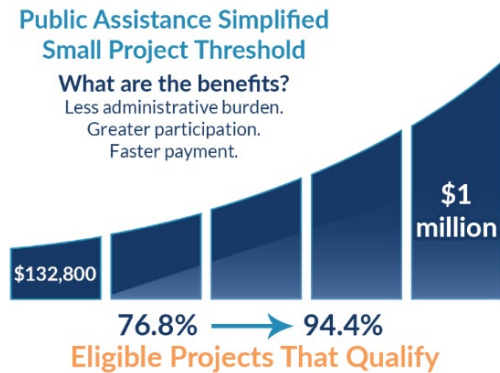
ISC has provided exceptional support and is a valued member of our team. They offer outstanding people, work quality, and management. They are excellent in every way!

-Federal Service Program Manager

and rapid mobilization of technical staff and assists in the integration of these personnel into the event's Incident Command Structure (ICS).

Over the years, ISC has worked with FEMA, state, and municipal clients to coordinate the rapid mobilization of thousands of technical staff and integrate these personnel into the event's Incident Command Structure. ISC has responded to hundreds of natural hazards, man-made disasters, and incidents of national significance. Our knowledge of FEMA's Public Assistance Program has been leveraged by several of our clients to develop procedures, policies and plans that incorporate State and Federal Public Assistance Grant and Program Guidelines.

ISC's technical experts help with assessing post-disaster damaged facilities, performing cost estimates of the damaged facilities, and identifying those costs that would be eligible for funding through FEMA's public assistance program, as well as Section 404 and 406 hazard mitigation. In addition, ISC has worked with clients to identify and evaluate alternate/improved projects, as well as Section 428. ISC's experience in providing innovative, cost-effective solutions to modern urban infrastructure problems has been an asset to FEMA's Response, Recovery, and Mitigation Programs. ISC will assist you in developing a disaster recovery funding strategy and provide technical support in securing and managing these additional funding opportunities.



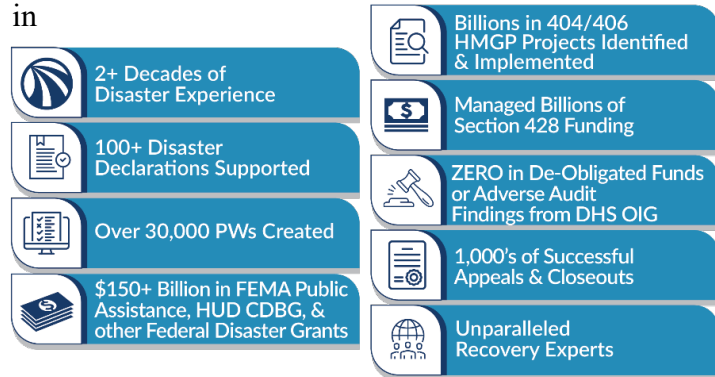
While supporting the FEMA PA Technical Assistance Contract, ISC has responded to first and second appeals as well as arbitration and audits for all categories of works for both small and large projects. In order to minimize the number of appeals, ISC believes that all project worksheets should be supported by policy and substantial documentation, to include disaster specific guidance and white papers that help to support eligibility determinations. Each of these documents are developed in coordination with the client and FEMA. In the event of an unfavorable determination by FEMA, and after all options are exhausted, ISC's appeal specialist will develop an appeal to create a comprehensive argument for the client. **ISC has a 97% success rate in achieving favorable responses on appeals.**

ISC has extensive experience performing project and programmatic disaster closeouts. ISC has performed disaster closeouts for some of our Nation's largest disasters to including the 9/11 World Trade Center, the 2004/2005 Florida hurricanes, Hurricane Katrina, 2008 Midwest, and many other disasters. Furthermore, ISC has also served on FEMA Public Assistance arbitration panels and resolved disputes arising from FEMA Public Assistance projects. Over the past three decades, ISC has been involved in all aspects of the FEMA Public Assistance Program and has worked on all Categories of Work for disasters of all types, scale, and magnitude; in all FEMA Regions and states; and in urban and rural environments. ISC is proud to have been involved in many of the largest and most complex disasters and FEMA Public Assistance projects. The following is a small sample of some of the variety of FEMA Public Assistance projects by categories of work and disasters that ISC has developed, managed, and administered.



B.2.5 Hazard Mitigation Grant Program (HMGP)

ISC provides technical assistance in identifying post-disaster damaged facilities, performing cost estimates of the damaged facilities, and identifying those costs that would be eligible for funding through the Section 404 and 406 Hazard Mitigation Measures. Our Team's experience in providing innovative, cost-effective solutions to modern urban infrastructure problems has been an asset to FEMA's Response, Recovery, and Mitigation Programs.



ISC mobilized disaster recovery and hazard mitigation subject matter experts to support FEMA's Consolidated Resource Center as part of the new FEMA PA delivery model. The new FEMA PA delivery model was implemented in 2014 and was designed to offer efficiency in the disaster assistance process and best meet the needs of applicants. The Team reviewed PA projects within the new PA delivery model for potential Section 406 mitigation opportunities and promote the integration, implementation, and coordination for Section 406 mitigation activities in support of the PA Program for both internal (Consolidated Resource Center (CRC) staff) and external partners (Joint Field Office (JFO) staff), Applicants and Recipients) for multiple disasters. ISC staff coordinated Hazard Mitigation Proposal (HMP) strategies and the development of creative and technically feasible solutions to accomplish mitigation goals with all stakeholders. Additionally, ISC staff completed Benefit-Cost Analysis (BCA) of potential Section 406 mitigation projects using latest FEMA BCA methodology.

ISC has also assisted local and client communities in developing Letters of Intent (LOIs) following a disaster declaration. This is the first step in the selection of mitigation projects under FEMA's HMGP program for post-disaster mitigation projects. We have also assisted in the development of LOIs under Hazard Mitigation Assistance, which is competitively bid each year for pre-disaster mitigation projects. Letters developed have included an in-depth description of the proposed project as well as estimated costs.

B.2.6 Community Development Block Grant (CDBG)

ISC experts have managed traditional CDBG-DR funded projects involving voluntary and non-voluntary acquisition for neighborhood redevelopment projects, buyout programs, and infrastructure improvements. In addition, our team of experts have been directly responsible for the management and disposition of properties acquired with CDBG-DR funding. Each project involved strict adherence to federal requirements related to the Uniform Relocation Act and Section 104 (d). With this experience, we can offer supplemental staff or direct program support.

ISC has extensive experience working with state and local jurisdictions to ensure that all HUD-funded program activities are CDBG-DR eligible and meet a National Objective(s) in accordance with 24 CFR 570. As at least 51% of the CDBG-DR funds must be disbursed for activities that meet the Low to Moderate Income (LMI) National Objective, the Recovery Team can assist with the development of reports and predictive analysis to track this requirement across programs.

Based upon past CDBG-DR experience, the team can provide you with innovative policy and procedural solutions to ensure that this requirement is met without making substantial changes or disrupting on-going programs.

As CDBG-DR projects are completed, final project information regarding overall program performance and beneficiaries needs to be collected in conformance with HUD requirements and standardized Close-Out policies and procedures. ISC is experienced in CDBG-DR Close-Out requirements and is available to provide you with support to expedite such activities.

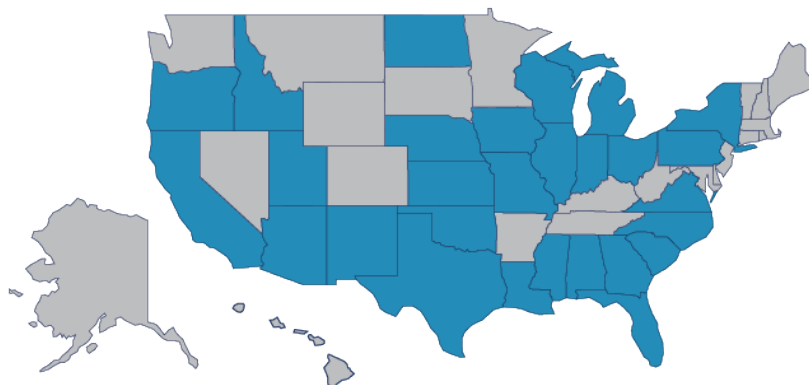
Due to the significant level of federal funding provided to grantees as a result of a disaster, multiple federal and local agencies track and monitor the progress of CDBG-DR programs. In addition to the regularly scheduled monitoring visits by HUD, other agencies such as HUD OIG, Government Accountability Office (GAO), Office of Management and Budget (OMB), and other state auditing agencies frequently request program information and closely monitor or audit program activities. In some cases, multiple agencies can conduct simultaneous reviews, which can become time consuming for an agency with limited staff capacity. ISC has extensive experience with monitoring and audit responses to several agencies, including GAO, OMB, HUD, HUD OIG, DHS, DHS OIG, and state auditing entities.



B.2.7 Training Experience

ISC provides instructor support services for clients across the country, to include on-site disaster operation training sessions to federal employees; state emergency management representatives; and contracting staff. FEMA Headquarters and the National Instructor Coordinator routinely recognize ISC Team members as premier instructors that provide proficiency and knowledge of disaster operations. Specifically, some of our high-level training experience includes the development and delivery of higher education courses for both current and future practitioners, and our participation in the National Training Program to assist FEMA in delivering consistent course content and development of exceptional courses.

ISC has Training Experience Across the Nation



Courses: FEMA EMI, DHS, & ODP

ISC has developed and delivered collegiate and practitioner courses related to command and control, hazard mitigation, debris operations, disaster operations, community recovery, tactical response operations, hazard specific training, NIMS/ICS, CERT, and various regulatory requirements related to pertinent emergency management programs and policies.

Members of the ISC Team are active members of FEMA's elite executive instructor cadre. Furthermore, principal members of this team hold advanced degrees in emergency management and provide collegiate level instruction in some of the Nation's most respected institutions offering degrees in emergency management. Members of the ISC Team also assisted FEMA's Higher Education Program with scholarly and technical assistance in the solicitation and review of scholarly papers from undergraduate and graduate students desiring to contribute to the advancement of knowledge in the growing discipline and profession of emergency management.

E-Learning and Training

The ISC Team has intricate technical, practical, and operational design knowledge of various emergency management systems geared toward training and education. ISC, for example, is the architect of a revolutionary, integrated electronic planning and training platform called Odysseus™. The web-enabled Odysseus™ system provides jurisdictions with the option of a system-based approach for maintaining, educating, training, exercising, and updating emergency management doctrine. This team is also capable of developing and implementing web- and/or computer-based learning modules as demonstrated through our development of Odysseus™ and similar tools.

Curriculum Design

The ISC Team has developed courses on a variety of topics for leading institutions such as the Emergency Management Institute and higher education programs. Additionally, ISC has developed customized courses for local governments that desire to educate their stakeholders on key operational practices and strategies. Our courses have been recognized for having exceptional course content and mapped to relevant competencies for continuous tracking and update.

Computer-Based Training

It's long been recognized that training is not just important to any preparedness program, or company for that matter, it is vital. Effective training has been shown to 1) increase understanding and compliance, 2) improve the productivity and adherence to quality standards, 3) develop and improve skill sets that are essential to their responsibility or work function, 4) improve the ability to implement and realize specific goals, and 5) increase the ability to operationalize strategies, processes and procedures.

Public safety, emergency management, and homeland security programs have long realized the benefit of training; however, their ability to maintain and sustain training programs is limited in today's age of budget and funding cutbacks. The tremendous amount of planning and preparedness that our Nation has undertaken over the past decade, and the ability to implement these strategies, procedures, and protocol are at severe risk.

This is why ISC has made huge investments to develop computer-based trainings and, to not only recreate a traditional classroom environment, but use cutting-edge technologies, innovative media, and adult learning techniques that will engage learners, enhance their learning experience, and improve knowledge retention. ISC has mastered educational authoring software and have integrated cutting-edge tools that are designed to enhance the educational environment. A few of these enhancements include:

- ✓ First-person interactive gaming technology
- ✓ 360° panoramic images and video scenes
- ✓ 360° panoramic aerial scanning
- ✓ Aerial drone videography and photography
- ✓ Professional film crew and equipment
- ✓ Computer graphic animation
- ✓ Interactive scenario mapping
- ✓ GIS map interface
- ✓ Consequence-based scenario development (choose-your-own-ending)



ISC's Training and Exercise Experience	
Experience developing, supporting, and evaluating exercises.	✓ ISC has annually designed and delivered <i>multiple</i> discussion- and operations-based HSEEP exercises, nationwide, every year since our inception in 2006
Experience facilitating public health and medical preparedness exercises.	✓ ISC has supported multiple public health preparedness exercises <i>every year</i> since our founding in 2006.
The team lead experience designing public health preparedness related activities/projects.	✓ The ISC Team Lead has supported multiple public health and healthcare preparedness exercises and projects for +20 years.
The team lead is a Master Exercise Practitioner (MEP).	✓ The ISC Team Lead, Bryan Stoll, is a FEMA credentialed Master Exercise Practitioner (MEP).

B.3 Odysseus™ Enterprise System (OES): ISC's Disaster Recovery System In-Work

Officially launched in December 2022, the Odysseus™ Enterprise System (Odysseus™ or OES) is a cloud-based system, developed by our team of disaster recovery and technical experts, that offers a suite of tools and systems designed and dedicated to the efficient management of comprehensive disaster and emergency management programs. Odysseus™ features the unique characteristic of providing standardization and flexibility, and concurrently utilizes a suite of applications to promote increased participation, collaboration, transparency, and compliance. This union of technological and programmatic features offers organizations an efficient and effective method to systematically design, develop, maintain, and continually improve all elements of a comprehensive emergency management program.



B.3.1 FEMA Public Assistance Grant Management Capabilities

Odysseus™ was created from its start as a comprehensive program management solution for the FEMA Public Assistance Program. The genesis of our system hails from over three decades of experience serving FEMA's Public Assistance Technical Assistance Contract and developing tools for FEMA HQ such as FEMA Grants Portal, the PA Dashboard, and other technical solutions. Our experience developing these tools and our expertise in FEMA Public Assistance led us to develop a software solution to help guide state recipients and sub-recipients throughout the FEMA PA Process – from cradle to grave. Functionalities of Odysseus™ as they relate to the FEMA PA Process includes:



Odysseus™ Features for FEMA Public Assistance Solutions	
Conduct Field Survey of Damages	Odysseus™ offers an easy-to-use, mobile phone compatible application for real-time damage assessments and log site-specific damage inventory. No connectivity, no problem. Damages can be documented with or without connectivity.
Report FEMA Damage Inventory	Odysseus™ offers ready access to site-specific damage inventory templates, providing users with ready-to-deploy damage assessment templates for residential homes, businesses, power utilities, water systems, bridges and other critical infrastructure and other community assets.

Odysseus™ Features for FEMA Public Assistance Solutions	
Track Debris Monitoring	Odysseus™ can be integrated with Automated Debris Monitoring Systems (ADMS), providing a central platform to monitor all disaster recovery activities, expenditures, and operations.
Identify Status of FEMA Projects, Payments & Disbursements	Odysseus™ provides a central platform to track FEMA PA projects, funding payments, and grant disbursements. Take on the capability of knowing the status of your projects and FEMA grant payments in real-time.
Assess Hazard Mitigation	Odysseus™ ensures that communities take advantage of every hazard mitigation dollar that is available for your community. Assess hazard mitigation opportunities for every project and capitalize on FEMA hazard mitigation grant opportunities.
Real Time Tracking of FEMA PA Funds	Odysseus™ provides personalized dashboards, highlighting pending tasks, work activities, and monitor the overall progress of funding. Odysseus™ reports are customizable and can easily integrate with other web-based applications to increase accuracy in data reporting.
Monitor FEMA Compliance & Program Reporting	Odysseus™ was designed specifically for the FEMA PA Program, providing users with a foundation to monitor compliance and program requirements. Track milestones, quarterly reporting requirements, and other important FEMA PA program dates.
Manage & Track Progress of Community Recovery Projects	Odysseus™ offers easy-to-interpret data reporting and graphic analytics to assist users in gauging the progress of FEMA Public Assistance projects, manage work activities, and identify issues proactively.
Track Eligible DAC and non-DAC Expenditures	Odysseus™ integrates with standard timesheet and expense reporting, providing transparency on eligible DAC and non-DAC expenditures.
Evaluate Contractor Performance	Did you hire a contractor to help manage your recovery efforts? Wondering how they are performing? With Odysseus™ you can track their progress of recovery tasks, proactively address delays in FEMA Public Assistance, and monitor their performance. All in real-time and from the comfort of a desk.
Expedite Programmatic Closeout	Odysseus™ provides walks users through FEMA's arduous Closeout Validation process and provides a systematic solution that reduces weeks of closeout burden to simply hours.
Store Supporting Documentation	Odysseus™ provides a central repository to manage all of the required FEMA documentation. The filing structure used follows standard FEMA PA program protocol and can be seamlessly shared to FEMA Grants Portal and state Public Assistance systems.
Train Staff on FEMA PA Requirements and Drive Accountability	Odysseus™ offers administrators the ability to deliver and track training on important FEMA Public Assistance topics.
Compatibility & Integration with Other Financial Management Systems	Odysseus™ can be integrated with existing tools and software including your organization's financial management system.
Maximize Federal Funding Possibilities	Odysseus™ goes beyond FEMA Public Assistance, allowing communities to manage other disaster assistance relief funds to include CARES Act, FEMA, and HUD CDBG. See how communities are leveraging programs like HUD CDBG-DR and ARPA to maximize their recovery opportunity.
Identify Recovery Funding Gaps	Odysseus™ tracks all disaster assistance funding, providing users with a unique perspective to identify gaps in disaster recovery funds.

Odysseus™ Features for FEMA Public Assistance Solutions

Adaptable and Customizable to Meet Your Needs

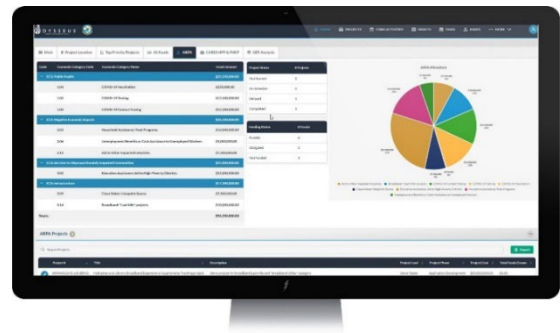
Odysseus™ is a Software-as-a-Service (SaaS) solution. Odysseus™ delivers a standard yet flexible design, giving organizations the ability to modify workflows, create program assessments, and customize reports. This ensures that Odysseus™ is adaptable to adhere to existing procedures, individual programs, or specific processes.

FEMA PA Features of the Odysseus™ | GMT that Go Beyond Grant Management

In addition, to being able to track and manage FEMA PA grants, Odysseus™ provides additional applications that are critical to the successful management of the entire FEMA Public Assistance grant management life-cycle. From our experience serving as a disaster recovery technical advisor for FEMA, state EMAs, local governments, and other eligible applicants for over 150 disasters, we learned that successful management of a FEMA Public Assistance grant starts immediately and requires thorough documentation of all disaster-related expenditures, damages, and repair costs, from cradle to grave. For this reason, Odysseus™ offers additional applications that are important for managing the FEMA PA Program.

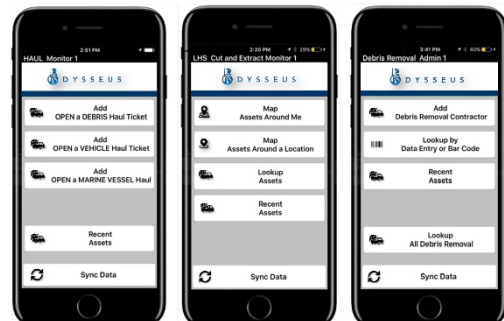
FEMA PA Grant Dashboards

Odysseus™ provides our clients with a ready-to-use or customized FEMA Public Assistance grant management system to allow your organization to track, administer, report, and maximize eligible grant funding. Odysseus™ serves as a centralized location for our clients to monitor the status of their projects, track their recovery progress, collaborate on important recovery decisions, and personalized dashboards to highlight pending disaster recovery tasks and overall progress of every dollar of federal grant funding allocations. Odysseus™ is customizable to meet our clients' needs and can easily integrate with other web-based application to ensure accuracy, transparency, and compliance across your organization. Odysseus™ tracks related projects, tasks, and site inspection data from Preliminary Damage Assessments preparing for federal declaration through project closeout. Data in the Odysseus™ is retained and easily retrieved for audits. Its capabilities stretch far beyond FEMA PA to handle any grant funding source.



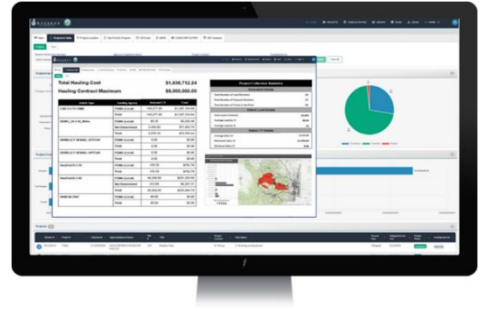
Debris Management & Monitoring

The management and proper disposal of debris are some of the most significant costs following a disaster. Although the costs associated with debris removal operations are eligible under Category A of the FEMA Public Assistance program, FEMA requires constant monitoring of debris removal activities and thorough documentation to ensure that debris removal operations and costs are efficient, effective, and eligible for FEMA



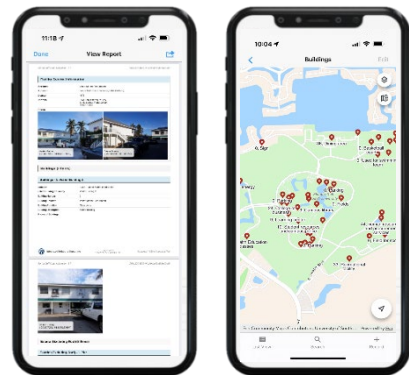
PA grant funding. Unfortunately, many sub-recipients jeopardize their Category A FEMA PA funding because the required information is not provided in the FEMA PA grant.

To prevent the possibility of a loss of funding for Category A PWs, Odysseus™ allows for the systematic integration of popular **Automated Debris Management Systems (ADMS)**. Integration ranges from real-time reporting of debris monitoring activities to the synching of important debris monitoring data. Odysseus™ provides dashboard reporting of debris removal costs as well as a centralized audit repository of important Category A PW information such as ticket numbers, truck certification data, load quantity, route distance, latitude/longitude coordinates, force account labor for leaners/hangers, debris management sites, and other pertinent information. Odysseus™ integration with ADMS platforms provides our clients with confidence that the FEMA PA reimbursement process for Category A PWs is efficient, compliant, and accurate.

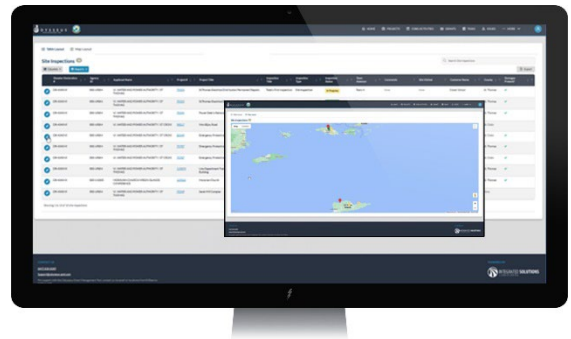


Damage Inventory List

The Recovery Scoping Meeting (RSM) is the first substantive meeting between the Sub-recipient and FEMA and initiates an important timeline that could jeopardize important FEMA PA funding. Within 60 days of the RSM, sub-recipients must identify and report all damages to FEMA. Referred to as “Damage Inventory”, any damage reported after this 60-day deadline will not be eligible for FEMA PA funding. Providing a method to allow sub-recipients to record and report their Damage Inventory will ensure that important recovery projects are not missed due to an administrative deadline of the FEMA PA Program.



Odysseus™ allows sub-recipient to start documenting their Damage Inventory during the immediate aftermath of the disaster. The damage assessment application allows users to conduct windshield damage surveys using their personal mobile device and report this information into the Odysseus™ Enterprise System. Odysseus™ provides a virtual map of all damage data points, providing users with a visual perspective of all their Damage Inventory lists. In addition to the damage information that is recorded, Odysseus™ also tracks the coordinates of all Damage Inventory, allowing users to revisit these facilities later to conduct more detailed damaged assessments that will be required as part of the FEMA PA Program.



Detailed Damage Assessments:

Once the inventory of damages is identified and submitted to FEMA, it is important to conduct detailed damage assessments so that eligible sub-recipients can have a thorough understanding of

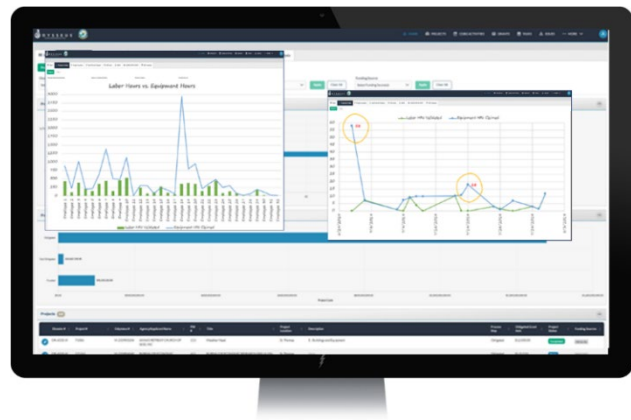
the extent of their damages, the costs associated with repairs, develop FEMA-approved cost estimates, discover opportunities for hazard mitigation, and address any potential environmental concerns. This not only will influence the formulation of projects, but also the ability for sub-recipients to identify every eligible FEMA PA dollar as well as maximize their potential eligible funding by taking advantage of programs such as FEMA's new \$1 Million Small Project Threshold, Section 428 Alternative Procedures, and other opportunities offered by the FEMA PA Program.

Odysseus™ offers an easy-to-use application for real-time damage assessments and log site-specific damage inventory. The Odysseus™ damage assessment application offers ready access to site-specific damage inventories, providing users with real-time dashboard reporting of damage assessments and mapping of site-specific inventory of damages. The Odysseus™ damage assessment application is customizable and can be accessed via mobile phone with or without internet connection. Once connection is established, data from the damage assessment application is transferred to the **Odysseus™ grant management application** with a click of the button, streamlining the reporting of damages and expediting the FEMA reimbursement process.

FEMA PA Closeout Validator

FEMA is constantly making changes to its Public Assistance Program, and many of these changes increase the administrative burden on sub-recipients. Most recently, FEMA began to conduct 100% validation of FEMA Public Assistance project closeouts, causing weeks and even months of work to review, analyze, identify, and address discrepancies in their disaster related costs and expenditures.

To accommodate this new FEMA PA Program expectation, Odysseus™ includes a FEMA Closeout Validation Tool to help eliminate the administrative burden of 100% closeout validations. Now, with this new feature, **what took weeks and months can now be accomplished in a matter of hours.** Odysseus™ guides users through FEMA's arduous Closeout Validation process and provides a systematic solution that reduces weeks of burden to simply hours. The Odysseus™ FEMA Closeout Validation Tool aligns thousands of line items of FEMA reimbursable expenses and systematically identifies minute discrepancies that will hold up FEMA's Public Assistance closeout process.



Odysseus™ is a robust suite of tools that are specifically designed to help communities manage their FEMA Public Assistance claim from cradle to grave and provide a unique perspective so that they can maximize vital disaster recovery funds that are provided through other federal programs.

B.3.2 Streamlining the FEMA Public Assistance Program

Although disasters are devastating and disruptive, it is important to recognize that every disaster brings about opportunity for communities to improve their conditions and to build a more resilient

future. That is, IF communities effectively manage important federal disaster assistance programs such as the FEMA Public Assistance Program.

After a disaster, time is of the essence. It is crucial that communities are well prepared to manage their recovery efforts. Disaster recovery programs, like FEMA Public Assistance, allow for a limited amount of time to identify emergency expenditures, conduct damage assessments, complete debris removal operations, and report their FEMA claim. Not properly documenting these costs or following the FEMA eligibility requirements will result in a loss of funding or adverse audit findings. It is a daunting task for even the most prepared and robust of communities. Communities need a suite of tools to manage the FEMA Public Assistance process quickly and accurately.

FEMA PA Program Management

Odysseus™ provides one comprehensive system to manage the full grant management life cycle of the FEMA Public Assistance program.

1. **Manage And Administer FEMA PA Program Requirements:** Odysseus™ offers organizations with real-time tracking and reporting of FEMA PA grant fund allocations. Track the status of vital community recovery projects and measure their progress. Odysseus™ allows you to track every FEMA dollar and find opportunities to leverage FEAM PA Program opportunities.
2. **Conduct Quick and Thorough Damage Assessments:** Odysseus™ allows users to conduct quick and thorough damage assessments. Odysseus™ allows users to conduct damage assessments from their personal mobile devise and report damage as well as repairs.
3. **Integrated Automated Debris Monitoring System:** Odysseus™ allows for the systematic integration of popular Automated Debris Management Systems (ADMS). Integration ranges from real-time reporting of debris monitoring activities to the synching of important debris monitoring data, expediting Category A debris management funds.
4. **Efficiently Validate FEMA PA Grants & Conduct Closeout:** Odysseus™ includes a FEMA Closeout Validation Tool to help eliminate the administrative burden of 100% closeout validations. Odysseus™ guides users through FEMA's arduous Closeout Validation process and provides a systematic solution that reduces weeks of burden to simply hours.

Maximize Vital Community Disaster Recovery Funds

Successful community disaster recovery is directly correlated to the community's ability to leverage all available funds to rebuild a more resilient future. Odysseus offers a unique perspective, providing a platform for communities to manage, track, and monitor disaster recovery funds from multiple federal and state grant assistance programs. The result is an opportunity to leverage every available dollar, identify gaps in disaster funding, and maximize your community's disaster recovery potential.



B.4 Qualifications

Hurricane Ian – Debris Monitoring and FEMA PA Technical Services	
Client: City of Sarasota	
LOCATION	Sarasota, FL
PERIOD OF PERFORMANCE	September 2022 – May 2023
PROJECT DESCRIPTION	
HIGHLIGHTS & ACCOMPLISHMENTS ✓ Prepositioned resources for immediate response following Hurricane Ian within 2 hours ✓ First major city within disaster area to initiate and complete debris operations. – 90% of all debris was collected within 3 weeks of the storm. – 99% of all debris was collected by December 7th. – Sarasota received 100% FEMA reimbursement for all debris removal operations. ✓ Currently implementing FEMA's new policy on \$1 million small project threshold ✓ Conducted damage assessments to all City-owned facilities and infrastructure within 2 weeks. ✓ Increased Sarasota's FEMA claim by a factor of 274%. – Initial City estimates were a few million dollars. ISC was able to identify over \$12 million in FEMA Public Assistance funding.	One day prior to Hurricane Ian making landfall, the City of Sarasota provided ISC with a Notice to Proceed on September 27, 2022, to commence work in accordance with the Agreement from the above-referenced solicitation. ISC team members were positioned prior to the storm to support the Client the morning after the storm passed over Sarasota. Hurricane Ian devastated the City of Sarasota and its 55,000 residents. There was approximately 200,000 CY of debris across the City of Sarasota, and infrastructure throughout the City sustained damage from the storm. Additionally, the City initiated numerous emergency protective measures to protect the health, life, and safety of its residents and to reduce significant additional damage to the City. Hours after the storm passed, ISC rolled into Sarasota and initiated debris operations. ISC oversaw all debris monitoring operations to ensure that only eligible debris was removed. Monitors use an automated debris management system to maintain records of contract hauler's trucks, including cubic yardage or loaded weight, time in and time out, number of loads per day, and other data as requested by federal, state, or other involved agencies. All documentation collected is validated and compiled to complete a FEMA claim. Sarasota was the first major city within the disaster area to initiate and complete debris removal operations. ISC collected approximately 90% of the anticipated total debris within three weeks from when Hurricane Ian made landfall. By December 7th, 99% of all debris was collected, ensuring Sarasota received 100% FEMA reimbursement for debris removal costs. In addition, ISC assisted the City with its FEMA claim for all permanent work (Categories C-G). ISC conducted detailed damage assessments to City-owned facilities and infrastructure. All damage inspections were completed within 2 weeks. ISC identified over 32 properties that received storm-related damages that were eligible for FEMA Public Assistance reimbursement. ISC prepared all FEMA Project Worksheets and cost estimates. ISC was able to increase Sarasota's initial FEMA claim of a couple million dollars, to over \$12 million in eligible FEMA Public Assistance funding.

Natural Disaster Monitoring

Client: Florida Department of Transportation (FDOT) District 5

LOCATION	DeLand, FL
PERIOD OF PERFORMANCE	May 2017 – Present
PROJECT DESCRIPTION	
HIGHLIGHTS & ACCOMPLISHMENTS ✓ FHWA-approved debris removal monitoring ✓ Hurricane Michael – 17.7 million CY of debris monitored from state roadways. – 20.7 million CY of debris monitored from non-state roadways. ✓ Hurricane Irma – 24 Disposal Sites – 98,246 CY of debris monitored.	Under this pre-position contract, our team provides debris removal monitoring, vendor management, data validation, and reporting in accordance with FEMA/ FHWA regulations for disasters in the Florida Department of Transportation (FDOT) District 5 region. FDOT District 5 includes Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia counties. Under this contract, our team managed the debris removal required after Hurricane Ian, Tropical Storm Isaias, Hurricane Dorian, and Hurricane Irma. In each instance, Metric's disaster recovery team quickly responded to District 5 and began relief efforts the day each storm hit. Our team assisted FDOT in the initial clearing of debris on federal qualifying and non-federal qualifying roads, as well as the monitoring of the removal of hazardous limbs at the roadsides of those roads. Our team provided FDOT a database where ticket data, field records, truck certifications, and other details were easily queried to include photographs that correlated with field documents. Responsibilities included: ✓ Writing haul tickets for debris removal and maintaining field records ✓ Determining acceptability of Maintenance of Traffic plans ✓ Estimating and documenting debris quantities ✓ Determining debris eligibility, type, and acceptable disposal method ✓ Measuring and computing haul truck volumes ✓ Inspecting each contractor's operations to ensure their work complies with the plans and FEMA Public Assistance Program requirements. ✓ Reconciling and recommending payment of hauling contractor's invoices

Hurricane Ian Response and Emergency Management Support

Client: Florida Gulf Coast University

LOCATION	Fort Myers, FL
PERIOD OF PERFORMANCE	September 2022 – Present
PROJECT DESCRIPTION	
HIGHLIGHTS & ACCOMPLISHMENTS ✓ Mobilized in less than 2 hours to support Hurricane Ian response operations. ✓ Detailed damage assessments of all FGCU facilities were completed within 3 weeks. ✓ Within 1 month of Ian, ISC provided FGCU with detailed guidance on FEMA eligible	Hours after Hurricane Ian made landfall, ISC mobilized resources to support our clients, to include Florida Gulf Coast University. Hurricane Ian caused significant damage to portions of Florida Gulf Coast University (FGCU) and devastated the primary service area in which its 15,000+ students and 2000+ staff that live. Issues include disruption to power, water, sewer, internet, roadways, and transportation services on campus and in the community in addition to the severe wind damage and historical storm surge. There was widespread debris across FGCU campus and many University buildings received substantial damage from the storm. Additionally, FGCU initiated numerous emergency protective measures to protect the health, life, and safety of its staff and students and to reduce significant additional damage to University property.

Hurricane Ian Response and Emergency Management Support

Client: Florida Gulf Coast University

projects that would enhance FEMA reimbursement. ✓ Identified several options for Section 428 projects, giving FGCU maximum funding and flexibility on expending these funds. ✓ Conducted plan updates of the University COOP and CEMP on an expedited schedule to accommodate state deadlines.	ISC's team of emergency management professionals supported various essential operations and functions for the university, to include: ✓ Student & Staff Storm Recovery & Welfare: Within 2 hours of receiving the request, ISC stood up a Storm Recovery Call center and staffed to receive calls from FGCU students and staff 24/7. ISC prepared bi-daily reports to FGCU leadership and elevated any student or staff emergencies to on-campus emergency personnel. ✓ Debris Operations Monitoring: ISC was requested to mobilize a team of debris management specialists to advise on removal activities and provide guidance to ensure FEMA reimbursement. ISC assigned debris management specialists to ensure that only eligible debris was removed, provided oversight of volumetric measurements, and gathered all necessary documentation for FEMA Public Assistance reimbursements. ✓ Damage Assessments: ISC mobilized a team of engineers and site inspectors to assess the damages to university assets per the FEMA Public Assistance Program. Within three weeks, ISC conducted detailed damage assessments of over 100 sites to include university buildings, facilities, and infrastructure. Using ISC's Odysseus™ Site Inspection Tool, all inspection information adhered to FEMA requirements and instantly migrated to support their FEMA Public Assistance claim. ✓ FEMA Public Assistance Support: ISC evaluated and assisted FGCU in the formulation of FEMA PA Emergency and Permanent Work project worksheets. ISC identified opportunities to maximize funding through various eligible FEMA programs to include Section 428, Alternate/Improved Projects and Section 406 Hazard Mitigation. ✓ COOP / CEMP Rewrite: FGCU contracted with ISC to provide as-needed emergency management professional services to include the rewrite of the University's Continuity of Operations and Comprehensive Emergency Management Plans. ISC worked on an expedited schedule to accommodate state-driven deadlines.
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Statewide Disaster Debris Monitoring (Metric Project)

Client: Louisiana Department of Transportation

LOCATION	Baton Rouge, Louisiana
PERIOD OF PERFORMANCE	2013 - Present
PROJECT DESCRIPTION	
HIGHLIGHTS & ACCOMPLISHMENTS ✓ FHWA-approved debris removal monitoring ✓ 2020 Hurricane Activation – 3.1 million CY of debris monitored. – 63 Disposal Sites – 600 debris monitors deployed.	For the past 10 years, our teaming partner has received multiple renewals and activations following numerous hurricane and flood events. Most recently, our team was called upon to aid the State after Hurricanes Laura, Zeta, and Delta ravaged the western part of Louisiana in 2020. In the months since these hurricanes' passage, our team has monitored removal of over 3.1 million cubic yards of debris and counting. For its Laura response, LADOTD entrusted us to oversee operations in 20 impacted Louisiana parishes. Responsibilities included: ✓ Writing haul tickets for debris removal and maintaining field records ✓ Determining acceptability of Maintenance of Traffic plans ✓ Estimating and documenting debris quantities

Statewide Disaster Debris Monitoring (Metric Project)

Client: Louisiana Department of Transportation

- ✓ Determining debris eligibility, type, and acceptable disposal method
- ✓ Measuring and computing haul truck volumes
- ✓ Inspecting each contractor's operations to ensure their work complies with the plans and FEMA Public Assistance Program requirements.
- ✓ Reconciling and recommending payment of hauling contractor's invoices

Disaster Recovery and Resiliency Services

Client: Martin County Emergency Management

LOCATION	Martin County, FL
PERIOD OF PERFORMANCE	June 2021 – Ongoing

PROJECT DESCRIPTION

In 2021, ISC was selected by Martin County to help define and support Disaster Recovery/Resiliency programs intended to reduce threats before, during, and immediately after an event and address damages to reestablish the full operation of its facilities as quickly as possible. ISC will facilitate the comprehensive application, funding, and management process of state/federal disaster assistance reduce Martin County's risks and recover from potential impacts. This includes but is not limited to:

- Intergovernmental coordination
- Development of a comprehensive recovery strategy
- Consulting Services and Technical Support
- Damage Assessments
- Financial Tracking and Management
- Disaster Restoration Contract Management
- Oversee/administer disaster funding assistance programs including:
 - FEMA Public Assistance
 - FEMA Hazard Mitigation
 - HUD Community Development Block Grants (CDBG-DR)
 - Federal Highway Administration (FHWA)
 - Natural Resource Conservation Service (NRCS)
 - Insurance

Disaster Recovery and Professional Emergency Management Services

Client: Miami-Dade County, Office of Emergency Management (OEM)

LOCATION	Miami-Dade County, FL
PERIOD OF PERFORMANCE	2010 – Present

PROJECT DESCRIPTION

HIGHLIGHTS & ACCOMPLISHMENTS

- ✓ Over 20 years of Services to the County
- ✓ Over 10 years of Services to OEM

ISC was selected by Miami-Dade County to provide as-needed consulting services to various county departments across multiple service areas including disaster recovery, grant management, disaster cost recovery, emergency management planning, emergency management training, emergency management exercises, strategic planning, business processes, governance, and other professional consulting services as needed. Over the past decade,

Disaster Recovery and Professional Emergency Management Services

Client: Miami-Dade County, Office of Emergency Management (OEM)

✓ 50+ Task Orders ✓ 34 municipalities ✓ 12 Disaster Recovery Projects ✓ 20 Plans and Technical Studies ✓ Developed disaster cost reimbursement procedures that helped to secure \$245 million in FEMA PA funding after Hurricane Irma	Team ISC's performance on Miami-Dade County OEM projects resulted in two contract renewals and 50 task orders involving community planning, disaster recovery, community resiliency strategies, and community preparedness. These task orders include projects related to: • Disaster management strategies, specifically in Federal cost reimbursement. • Comprehensive grant and program management services for federally funded initiatives. • Hazard mitigation grant planning. • Community Development Block Grant-Disaster Recovery grant management; and • Local government planning experience, addressing local implementation of the FEMA National Disaster Recovery Framework (NDRF), which provides guidance that enables effective recovery support. • Expertise with the Uniform Guidance for Grant Administration (2 CFR Part 200) and application and agency-specific regulations for federally funded programs. • The ability to develop programs incorporating federal eligibility and compliance requirements. • Financial management and reporting of grant awards. • Policy guidance associated with Federal, State, and Local ordinances, statutes, laws, and regulations that define the role and responsibilities of emergency management and grant management. • Comprehensive emergency management activities to include planning, training, technical studies, and program management. In addition to supporting Miami-Dade County's disaster recovery grant management efforts, ISC was asked to support several initiatives that were instrumental in developing Miami-Dade's disaster cost recovery procedures. These procedures helped Miami-Dade County secure over \$245 million dollars in FEMA PA funding following Hurricane Irma.
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Disaster Debris Management Plan

Client: Cities of Dublin and Pleasanton, California

LOCATION	Alameda County, CA
PERIOD OF PERFORMANCE	2020
PROJECT DESCRIPTION	
HIGHLIGHTS & ACCOMPLISHMENTS ✓ Cal OES Compliant ✓ Complied with FEMA PA and PAAP eligibility requirements	The ISC Team was selected by the Cities of Dublin and Pleasanton, CA, in a joint solicitation, to develop a Disaster Debris Management Plan. Working with the Cities, the ISC Team designed and developed a Joint DDMP, per Action AW-8 of the 2018 Tri-Valley Local Hazard Mitigation Plan. The DDMP developed by the ISC Team formally established the guidelines and procedures for managing disaster debris. The Plan address minimizing the impacts of disaster debris to the environment and humans; included process to reduce and controls costs; supports facilitating debris response and recovery

Disaster Debris Management Plan

Client: Cities of Dublin and Pleasanton, California

activities; ensures compliance with local, county, and state regulations and best practices; and met FEMA PA and PAAP eligibility requirements.

Hurricane Laura - Federal Disaster Assistance Management

Client: Port of Lake Charles, LA

LOCATION	Lake Charles, LA
PERIOD OF PERFORMANCE	August 2020 – October 2022
PROJECT DESCRIPTION	
HIGHLIGHTS & ACCOMPLISHMENTS ✓ Increased initial damage assessments by over 188% ✓ Over \$160 million in permanent work (Categories C-G). ✓ Over \$80 million in Section 428 projects Across all subrecipients and multiple disasters, Port of Lake Charles FEMA PA claims account for: ✓ 25% of all total obligated permanent work (Categories C-G). ✓ 65% of all obligated Section 428 projects. ✓ 39% of all total obligated Category E work. ✓ 38% of all total obligated Category G work. ✓ 35% of all hazard mitigation grant funds identified for FEMA funding. ✓ 31% of all obligated hazard mitigation grant funds.	In August of 2020, Hurricane Laura struck SW Louisiana with sustained 150 mph winds. The Port of Lake Charles received the full brunt of the storm and sustained over \$100 million worth of damage to their facilities and equipment. The Lake Charles Harbor & Terminal District operates a deep-water port on the Calcasieu Ship Channel and encompasses 203 square miles and operates over 5,400 square miles in Southwest Louisiana. The Port owns and manages five public marine terminal facilities commonly designated as the Port of Lake Charles. According to the U.S. Army Corps of Engineers, the Lake Charles Harbor and Terminal District is the 12th-busiest port district in the nation based on tonnage. Hours after the hurricane struck, Team ISC arrived to begin the arduous FEMA recovery process by developing a comprehensive plan to ensure a successful recovery. With all the damage that the Port of Lake Charles received, it was important to ISC to listen to Port management to learn as much as possible about current Port operations as well as their future growth plans. Although Hurricane Laura caused significant damage to nearly all the Port's properties, the disaster also provided them the opportunity to build the Port of tomorrow, today. ISC analyzed the most severely damaged buildings to see if they qualified for FEMA's 50% Rule. This allowed the Port to receive funding for new, better-designed buildings instead of implementing costly repairs to older and outdated facilities. Instead of repairing buildings that no longer fit the Port's needs, ISC submitted Section 428, PAAP projects to FEMA to allow the Port to apply the grant funding to other projects. By utilizing the flexibility of FEMA's Alternative Procedures program, ISC is guiding the Port of Lake Charles to rebuild the Port for their current and future needs, as well as the needs of their tenants. ISC worked diligently with the FEMA insurance group to maximize the grants, meet the insurance deduction threshold, and avoid any duplication of benefits. ISC also worked closely with both the FEMA Mitigation and EHP Groups to ensure the buildings were repaired or rebuilt more resilient while solving any environmental issues that arose. By understanding and employing all of FEMA's available programs, <u>ISC has helped the Port to maximize their grant funding while also providing the Port of Lake Charles the greatest amount of flexibility to re-build the Port per their own vision and future growth plans</u>

Office of Disaster Recovery – Grant Management

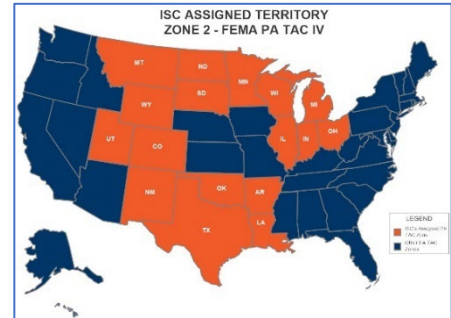
Client: Federal Emergency Management Agency (FEMA)

LOCATION	St. Croix, USVI
PERIOD OF PERFORMANCE	2020 – Present
PROJECT DESCRIPTION	
HIGHLIGHTS & ACCOMPLISHMENTS ✓ Providing oversight of \$8+ Billion in FEMA Public Assistance, FEMA Hazard Mitigation, and HUD CDBG-Disaster Recovery. ✓ Currently managing over 1,500 FEMA Project Worksheets and recovery projects. ✓ Integrated hazard mitigation and disaster recovery grants for forty-four agencies. ✓ Utilized the Odysseus™ Grant Management Tool to track progress and regulatory compliance of hazard mitigation projects. ✓ Created customized dashboard reports to provide real-time oversight and monitoring of all recovery projects.	US Virgin Islands (USVI) Office of Disaster Recovery (ODR) selected ISC to help manage over \$8 billion in federal disaster assistance, including FEMA's Public Assistance (PA) and Hazard Mitigation Grant Programs (HMGP), Federal Highway Administration Disaster Relief Program (FHWA-ER), HUD Community Development Block Grant – Disaster Recovery (CDBG-DR), and other federal recovery programs. This engagement's primary objective was to assist the ODR in complying with federal regulations and implement portfolio management oversight to maximize efficiencies and ensure that federally funded disaster recovery projects are completed on schedule, within budget, and within scope. As part of this engagement, ODR implemented ISC's Disaster Grant Management Tool software application to track, administer, and report federal disaster assistance grant funding for Hurricanes Irma, Maria, and COVID-19 and ensure compliance federal regulations and disaster assistance program requirements. ISC's tool currently is being used by 44 agencies and over 300 active users across the Island with varying roles and permissions to manage the territory's recovery projects. The system tracks USVI's disaster recovery progress, maximizes funding efficiency, and ensures compliance with federal disaster assistance regulatory requirements. The following is testimony by the USVI Office of Disaster Recovery and the use of Odysseus™ to manage all disaster recovery grants. Click to play the video. 

Zone 2 FEMA Public Assistance TAC (FEMA PA TAC IV)

Client: Federal Emergency Management Agency (FEMA)

LOCATION	FEMA Regions V, VI, and VIII																								
PERIOD OF PERFORMANCE	2019 – Present																								
PROJECT DESCRIPTION																									
HIGHLIGHTS & ACCOMPLISHMENTS ✓ Disaster recovery technical support to states and tribes within FEMA Regions V, VI, and VII. ✓ Provided as-needed technical support in implementation of FEMA PA Program and provisions of the Stafford Act to: – 79 Disaster Declarations – 67 Emergency Declarations – 51 Fire Management Assistance Declarations ✓ Technical Policy Support of FEMA’s Consensus-Based condos and Standards ✓ Technical expertise with Section 428 PA Alternate Procedures ✓ Technical Support of FEMA Consolidated Resource Center (CRC) ✓ Implemented latest FEMA policies to include \$1 Million Small Project Threshold. ✓ Routinely recognized by FEMA HQ and FEMA Regions for experience and expertise of staff. ✓ ISC’s performance under this contract has resulted in multiple term awards since 2004.	ISC provides as-needed technical support services to FEMA’s Recovery Directorate within the Office of Response and Recovery (ORR) in support of its mission to provide survivors and communities to include state, tribal, local government, and private non-profit organizations with grants and technical resources can quickly respond to and recover from major disasters or emergencies declared by the President. ISC was selected to provide professional and non-professional services for the delivery of the FEMA Public Assistance Program in Zone 2 which includes FEMA Regions V, VI, and VIII. Specifically, ISC’s provides essential professional services to ORR, as needed, to include: 1. Impact Risk and Vulnerability Assessments, 2. Preliminary Damage Assessments, 3. Technical Assistance and Support, 4. Policy Review, Guidance & Programmatic Assistance, 5. Planning Technical Support and Review, 6. Training, and 7. Special Stafford Act Projects and Studies. Since 2019, ISC has supported over 40 task orders within Zone 2 to assist FEMA ORR in the response and recovery of over 79 Presidential Disaster Declarations, 51 Fire Management Administration Declarations, and 67 Emergency Declarations. Disaster events include: <table><tr><th colspan="4">Types of Declared Events</th></tr><tr><td></td><td>34 Floods</td><td></td><td>3 Tropical Storms</td></tr><tr><td></td><td>3 Landslides & Mudslides</td><td></td><td>9 Hurricanes</td></tr><tr><td></td><td>34 Severe Storms</td><td></td><td>1 Earthquake</td></tr><tr><td></td><td>21 Tornadoes</td><td></td><td>51 Wildfires</td></tr><tr><td></td><td>8 Winter Storms</td><td></td><td>COVID-19 Pandemic</td></tr></table>	Types of Declared Events					34 Floods		3 Tropical Storms		3 Landslides & Mudslides		9 Hurricanes		34 Severe Storms		1 Earthquake		21 Tornadoes		51 Wildfires		8 Winter Storms		COVID-19 Pandemic
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	21 Tornadoes		51 Wildfires																						
	8 Winter Storms		COVID-19 Pandemic																						



B.5 State of Florida Business License

2023 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F11000000959

Entity Name: INTEGRATED SOLUTIONS CONSULTING, CORPORATION**Current Principal Place of Business:**220 SOUTH BOUCHANAN DRIVE
EDWARDSVILLE, IL 62025**Current Mailing Address:**PO BOX 304
PROSPECT HEIGHTS, IL 60070 US**FEI Number:** 20-5265704**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: JAMES M HALPIN

01/17/2023

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	PRESIDENT
Name	MARTIN, DANIEL
Address	9015 N. NINE DRIVE
City-State-Zip:	EDWARDSVILLE IL 62025

Title	SECRETARY
Name	MARTIN, SUSAN
Address	1413 WALNUT DRIVE
City-State-Zip:	WEST DUNDEE IL 60118

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: SUSAN MARTIN

SECRETARY

01/17/2023

Electronic Signature of Signing Officer/Director Detail

Date

B.6 Professional References Form

This Page Left Blank, See next page for Required Form (s)

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Proposer submits that they are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange.)**

1. Company Name: Martin County
Contact Person: Sally Waite
City, State: Martin County, FL
Telephone Number: (772) 219-4942
Email Address: swaite@martin.fl.us
Description of goods/services provided: In 2021, ISC was selected by Martin County to help define and support Disaster Recovery/Resiliency programs intended to reduce threats before, during, and immediately after an event and address damages to reestablish the full operation of its facilities as quickly as possible.
Contract Amount: NTE \$1 Million
Start/End Date of Contract: June 2021 – ongoing
2. Company Name: Lake Charles Harbor and Terminal District
Contact Person: Richert Self
City, State: Lake Charles, LA
Telephone Number: 337-493-3501
Email Address: rlself@portlc.com
Description of goods/services provided: Following Hurricane Laura, ISC assisted the Port with the FEMA Recovery Process. Helped the Port submit Section 428 and PAAP projects to allow the port to not just repair, but build better facilities for the future.
Contract Amount: \$3 Million
Start/End Date of Contract: August 2020 – October 2022
3. Company Name: Miami-Dade County, Office of Emergency Management (OEM)
Contact Person: Charles Cyrille
City, State: Miami-Dade County, FL
Telephone Number: 305-468-5400
Email Address: charles.cyrille@miamidade.gov
Description of goods/services provided: Since 2010, ISC has provided emergency management, program management, and grant compliance advisory service in support of Miami-Dade County through two multi-year contracts. ISC provides the following services: exercises, planning, training, and program management. Specifically ISC has developed a FEMA-compliant Disaster Cost Recovery Strategy for the County.
Contract Amount: \$2.3 Million
Start/End Date of Contract: 2010 – Present

This document must be completed and returned with your Submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

**LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST**

The Proposer proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided services equal or similar to those required under the City's contract as outlined in this proposal package. A minimum of three (3) projects shall be listed below in order to submit a proposal on this contract. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: Charles Cyrille

Phone: 305-468-5400

Current Client: ☒ Yes ☐ No

Number of years of service provided: 14

Description of service: Disaster and emergency management consulting

2. Contact Name: Sally Waite

Phone: 772-219-4942

Current Client: ☒ Yes ☐ No

Number of years of service provided: 5

Description of service: Disaster and emergency management consulting

3. Contact Name: Todd Kucharski

Phone: 914-263-6127

Current Client: ☒ Yes ☐ No

Number of years of service provided: 4

Description of service: Disaster and emergency management consulting

This document must be completed and returned with your Submittal

TAB C. QUALIFICATIONS AND RELATED EXPERIENCE OF KEY STAFF

ISC has identified several key personnel for this project – all of whom have a consistent record of successful leadership and project management and technical experience. All key personnel assigned to this project have backgrounds in emergency management, disaster recovery and various federal disaster assistance programs, and other skillsets that are related to the project.



We believe the proposed ISC Team offers a unique, dedicated, and valuable contractor to assist with emergency project management and disaster recovery services. The ISC Team’s experience is comprised of a broad array of similar and complementary projects that are supported by a record of accomplishment of successful project and program execution. An essential element of this achievement is attributed to our ability to utilize our Team’s cooperative strengths to provide our clients with multi-disciplinary solutions to their disaster recovery and emergency management projects. ISC has obtained the recognition of providing exceptional, client-focused services and has been celebrated for its integrated “best-practices” approach to disaster recovery and comprehensive emergency management. This recognition is attributed to ISC’s striving for excellence for every project initiated, regardless of client or project size. As needed, additional personnel can be added to supplement and support the project.

We have structured our team to provide you with the most experienced and qualified staff in the industry. Unlike some firms that rely solely on the qualifications of their executive management team, we realize that successful project execution of a recovery project this large requires not only seasoned project executives, but also a project manager that offers decades of disaster recovery and project management experience that is supported by seasoned and industry recognized subject matter experts.



C.1 Florida and FDEM Experience

Team ISC has long-standing relationships, local experience, and local presence with similar communities throughout Florida; however, we are NOT currently engaged with these county clients for Hurricane Ian services.

In addition to our long history supporting communities in the State of Florida, members of the ISC Team live and work within the State as responders, planners, and managers within the emergency management community. Over the past 20 years, our Team of emergency management professionals have supported communities throughout the State of Florida in disaster recovery and preparedness projects, including Martin, St. Lucie, Palm Beach, Miami-Dade, Orange, Pinellas, Polk, and Monroe counties. These are past clients and ISC is not currently engaged with these county customers. Our attention will be 100% focused on you.

As a Florida-based Team, Team ISC understands the singular challenges that communities face during and after major hurricanes. This unique perspective and firsthand experience facing the same issues your jurisdiction positions us to successfully to meet all your requirements.

Team ISC Florida Experience

20+ Years of Service

19 Florida Office Locations

3 Offices within 50 Miles of Wauchula

97.1% Performance Rating

150+ Disaster Consulting Engagements

200+ Florida-Based Disaster Recovery Experts



National Rankings

Top 50 Program Management Firms

Top Ranked Southeast Firms

Top Supplier Performance Rating

Top Performance Recognition




dun & bradstreet

C.2 Subconsultant – Metric Consulting, LLC

Team ISC consists of ISC as Prime, working with **Metric Consulting, LLC (Metric)** as a Subconsultant. Metric consists of the following attributes that fulfill the need for local and minority business to work on this project: **Women’s Business Enterprise (WBE)**, **Woman-Owned Small Business (WOSB)**, and **Minority Business Enterprise**.

ISC Team	
ISC Team Firm Name & Role	Expertise
Integrated Solutions Consulting, Corp. Prime	- Disaster Resiliency & Recovery - Emergency Management
Metric Consulting, LLC Subconsultant	- Woman Business Enterprise - Woman-Owned Small Business - Minority Business Enterprise - Engineering - Disaster Debris Management

Founded in 2015, Metric Consulting, LLC (Metric) is driven by passion and expertise at its core, with a focus on recovery, resiliency, and sustainability for its clients. Prior to 2015, Metric was the disaster recovery division of their partner firm, Metric Engineering, Inc. (Metric Engineering) - a Miami-based civil engineering firm with over 46 years of experience in transportation planning and engineering, and 30+ years of disaster recovery experience.



Metric was created as a separate entity to allow their disaster recovery personnel to best serve their clients while also offering an expansive line of services that reaches beyond emergency management and into the recovery process, including the FEMA Public Assistance (PA) Program, FEMA Individuals and Households Program (IHP), hazard mitigation, planning, economic revitalization, communications and outreach, and grant development and management. Metric has provided comprehensive emergency management planning and plan development that has focused on mitigation, incident operations, logistics, recovery, and continuity of operations. Their grant management approach is backed by the belief that no matter the funding stream, compliance is a key component in protecting recovery dollars. Metric has extensive experience in program design and policy development, vendor management, federal procurement regulation, and grant closeout.

Metric is a dynamic team of industry-recognized leaders and problem-solvers, and we love what we do. Our team offers decades of experience and include backgrounds ranging from data science and project management to geography and sustainable development. Metric works together to understand the complex challenges that their clients face, and design innovative, custom solutions for every stage of the recovery process.

C.3 Key Personnel Organizational Chart



C.4 Key Personnel Bios and Resumes

The table below shows our key personnel for this project, their roles, and a summary of each person's capabilities and qualifications. In the unfortunate event that key personnel assigned to this project become unavailable, ISC has identified support staff and potential candidates that would be available to fill in. These changes would be implemented only with your approval.

ISC has *1,000+ personnel on our cadre*. Each personnel will be hand selected to support task orders awarded. ISC will also make a conscientious attempt to hire local staff to support long-term engagements. Full resumes can be found in **Appendix I**.

Key Personnel Bios	
Name & Role	Personnel Qualifications
Dan Martin Project Executive ISC	Responded to over 50 U.S. Nationally declared disasters and has been instrumental in many of FEMA's programmatic initiatives to improve the United States emergency management system since 9/11. His disaster experience includes all the major United States disasters to include 9/11, Hurricanes Katrina (New Orleans), Sandy (New York City), Harvey (Houston), and Maria (Puerto Rico) where he served in various leadership roles during disaster recovery operations. He has prepared, provided oversight, and/or managed the development, reconciliation, final closeout, and appeals of over \$5 billion in disaster recovery and mitigation grants under the FEMA Public Assistance, FEMA Hazard Mitigation Grant, and HUD CDBG-DR programs.
Glen LaFond Project Manager ISC	Glen LaFond has more than 25 years combined Emergency, Construction, Project, and Financial Management experience in both the public and private sector. For the past 15 years, Glen has worked on 16 disasters, including flood, wind, and earthquake hazards. Due to his commitment to the emergency management discipline, Glen achieved FEMA's highly coveted Advanced Professional Series Certificate in Emergency Management and completed the National Fire Academy's Type 3 All Hazard IMT Technical Assistance Program. Mr. LaFond has the knowledge, skills, and abilities to manage a disaster at any level, including Federal, State, County, local jurisdiction, and private sectors. His experience in responding to and working multiple disasters, coupled with his background in the construction industry, give him a unique insight into the Emergency Management field that has proven invaluable to his applicants and clients. Glen is a FEMA policy and procedural expert with strong technical writing skills that he uses to write project worksheets as well as appeals to ensure maximum grant awards for his applicants.
Eric Zabukovec Deputy Project Manager ISC	Mr. Eric Zabukovec is highly skilled in supervisory and managerial techniques with an emphasis on Emergency Management and Recovery. He has vast experience in Public Assistance (PA), PA grants, PA policies and guidelines and interpretation and analyzation of grants and the PA Process. He is experienced in project worksheet development, appeals, time extension and final inspections, having worked in PA and disaster recovery for over 13 years. He excels in the ability to design systems logic and process information logically; to prepare technical program specifications for complex applications; to analyze and interpret data within an application system; to communicate business information effectively and in writing to users to determine work priorities, assign work and ensure accurate complete of work assignments; to establish and maintain effective working relationships with others. Along with Mr. Zabukovec's 13 years in PA and grant management, he also has over 8 years' experience managing IT for various companies, including the State of Florida's Division of Emergency Management.
Carl "Ray" Bark Debris Specialist ISC	Mr. Carl Ray Bark has 15 years' experience in Emergency and Recovery work with FEMA. He has written project worksheets for Categories A-G. Mr. Bark has served as a PDMG on 4424-OH, worked numerous disasters for Debris Sector, as well as having been a Project Specialist in numerous states. In the State of Iowa, he was a Debris PAC. Mr. Bark is able to work with a team and independently. He is experienced with facilitating and coordinating the grant funding of a project, multi-tasking numerous projects, identifying eligibility and special consideration concerns and working in Grants Manager and with the Applicant throughout the entire process in a timely and professional manner. Carl is skilled and knowledgeable with FEMA PA Policies and regulations. He has excellent verbal, written and computer skills, including proficiency in Microsoft Office Suite, dominantly with Excel.
Jon Carroll Drone Specialist ISC	Jon Carroll is a licensed general contractor in both California and Oregon. His 30 years of professional and project management experience, coupled with superior problem-solving skills, has allowed him to excel in damage assessment/ estimating in the construction field. He has worked with an assortment of municipalities to assess and repair damaged facilities which have been affected by floods and earthquakes. He has managed several large projects, while

Key Personnel Bios	
Name & Role	Personnel Qualifications
	supervising a team of employees, and subcontractors. As a licensed drone pilot, Mr. Carroll has helped with wildfire management and assessing critical infrastructure to provide an aerial view when managing a crisis. His application of drones allows personnel to avoid potentially dangerous situation and compliments the gathering of documentation to support preparedness, response and recovery activities.
Daniel Galan-Kercado EHP Specialist ISC	Mr. Daniel Galan-Kercado is a top- notch environmental professional with a wide range of experience in the environmental and management field, covering environmental permits, project development and environmental consulting. He has been an active team member in disaster response for 14 years as an Environmental Consultant. He assisted Harris County (DR-4332) by providing consulting services to clients both in public and private sectors on planning related to commercial and residential development, farmlands, permits, reforestation, and social responsibility, preparation of environmental assessments and environmental impact statements, mitigation plans, planting and reforestation, schools, and municipal ordinances. Mr. Galan-Kercado can ensure regulatory compliance while maintaining FEMA's primary role, which is to provide funding to public agencies for response and recovery, by finding common sense solutions and sensible compromises. He works well with regulatory agencies, applicants, and FEMA Public Assistance staff to ensure funding is approved as quickly as possible while remaining compliant.
Phil Ganezer Senior Consultant/ Financial Analyst ISC	Mr. Phil (Arthur) Ganezer has 30+ years of professional work experience in Business, Economics and Accounting. He has more than 15 years in the FEMA Public Assistance Program in which he served as Program Delivery Manager, Project Specialist, Financial Analyst / Accountant, and Cost Estimator. He has assisted both public and private-non-profit organizations, preparing Category A -G projects as well as analyzing financial statements, compiling Community Disaster Loan Documentation, and formulating regional housing and economic development projects for long-term community recovery. Phil has worked on ten FEMA disasters preparing grants totaling more than \$2 billion for housing, hospitals, schools, libraries, roads, bridges, tunnels, levees, and a variety of other facilities. While in New York he created the Facility Cost Estimator (FCC), which is still in use today, to capture construction cost estimates for all New York City Office of Management and Budget projects. Using his economics and accounting background Phil assisted his applicants by creating detailed analyses of their financial statements tracking recovery dollars and project status resulting in the approval of more than \$100 million in FEMA loans. He has exceptional computer skills and written and oral communication skills. He has trained as a PDMG and in Grants Manager and is experienced with CEF and RS Means.
Earl Henrikson Senior Consultant/ Estimator ISC	Mr. Earl Henrikson has over 40 years of experience in Construction, Construction Estimating and Construction Management. He is skilled at the process of consultation to resolve issues in group settings through adherence to facts and clear goals. His diplomatic and professional attitude enables him to work cooperatively with a wide range of personalities, equally effective working as a team lead, as a member of a team or alone. He is experienced in CEF, RS Means Costworks, MS Project, Excel, and various other spreadsheet-based estimating programs. He has over 15 years of FEMA PA experience and is knowledgeable of FEMA policies and regulations including 428.
Garret Kuchenbecker Senior PA Specialist /Engineer ISC	Mr. Garret Kuchenbecker is a highly educated and experienced Licensed Professional Civil Engineer, Project Manager and FEMA PA Subject Matter Expert. Since 2006, he has deployed to numerous disasters, and served as a Project Officer, Public Assistance Coordinator (PAC), a technical specialist (structural, buildings, bridges, alternate and improved projects, a Cost Estimator using Cost Estimating Format (CEF) and RS Means, QA / QC Reviewer (CEF and bridges), and a PA Policy Advisor and Reviewer for FEMA's 9500 Series for FEMA Headquarters (HQ). He has prepared and overseen preparation of project worksheets (PWs/SAs) and CEF in all categories of work and has proficiencies in NEMIS, EMMIE,

Key Personnel Bios	
Name & Role	Personnel Qualifications
	Recovery Tracker, and Grants Manager. He has worked with local, county and state governments including school boards, fire departments, police departments, hospitals, road departments, utilities, and emergency responders (local police, fire departments, and the National Guard), private non-profits (PNPs), and the United States' Army Corps of Engineers (USACE). He has prepared hundreds of PWs and is an expert in building codes and standards along with FEMA's "50% Rule". He has served as a structural/building specialist on six disasters and as a bridge specialist/reviewer on two disasters. Garret assisted in completion of the PA for the Joplin tornadoes and was the sole project officer moved from Joplin to FEMA Region VII office for project completion and closeouts. Due to his unique expertise in both Structural Systems / Codes and PA Policy, he was also contracted by FEMA HQ to review, evaluate, and update three structural policies within FEMA's PA 9500 Series Policy which included 9524.1 - Welded Steel Moment Frames, 9525.5 – ADA, and 9527.1 – Seismic. Most recently, Garret has aided in project development for agencies in and around New York City.
Thomas Riddle Senior Consultant / Estimator ISC	Mr. Thomas J. Riddle is a polished Construction Manager with 20 years' combined experience in the construction industry with a strong emphasis on public infrastructure as a Chief Executive Officer, Project Manager, Construction Manager and Construction Inspector; seven years' experience as an Construction Technology Adjunct Instructor, and 14 years' experience as a Senior Commercial Insurance Adjuster handling large loss commercial, residential, public infrastructure along with FEMA NFIP claims.
K.M. SALEM, PE, PSM, CFM PA Specialist / Engineer ISC	Over 30 years of diversified professional experience. Responsibilities include managing engineering projects and staff, preparing project management plans and budgets, scheduling and conducting design and production meetings and public presentations, monitoring projects' costs and schedules, conducting work progress sessions, client and agency reviews, preparing proposals, negotiating contract fees, managing clients and sub-consultant relationships, and networking and marketing.
David Sayers Consultant / Accountant ISC	Mr. David Sayers is an educated and qualified Financial Analyst with over 25 years of experience in the finance industry. As an accountant, he has served as Interim Chief Financial Officer's, helping mostly non-profit organizations, and has previous experience as a Business Professor, College CFO, CDO and COO. David is an energetic and motivated leader with remarkable skills in dealing with financials, profitability & margin analysis, reconciliations, fraud analysis & prevention, internal audits, external audit prep, ratio creation & analysis, policy & procedure development & implementation, segment assessment, staffing planning, troubleshooting chart of accounts and reporting set up, business valuation and more.
Wesley Wengren Senior PA Specialist/ Engineer ISC	Mr. Wengren has 23 years of project management and 24 years of engineering experience in industries that include emergency management and disaster recovery, power generation, US Space Program, and US Navy. Have taken projects from cradle-to-grave or assume others in process, quickly adapting to maintain flow or reduce timeline. Proven ability to adapt to new and challenging circumstances. Always well versed in policies and procedures to create a plan of action enabling an exceptional product or output based on economy and ethics. Foster professional relationships by being dependable and results oriented. Excellent organizational skills in handling numerous projects simultaneously in various stages of development and tracking progress. Educate clients and coworkers to circumvent misinterpretations. Communicate to internal and external customers clearly and concisely.
Terry Willis Policy Advisor ISC	Terry graduated from the University of Kentucky with a bachelor's degree in Civil Engineering with an emphasis in Highways. Upon graduation, he began his career with the Kentucky Department of Highways in Lexington, KY as a Design Engineer. Terry accepted a position with FEMA as Reservist in 1989 where he was responsible for determining eligibility, assessing damages, and generating estimates for natural disasters throughout the USA and its territories. He is qualified in estimating damages in categories A-G. He was assigned to

Key Personnel Bios	
Name & Role	Personnel Qualifications
	eighteen Hurricanes, four Ice Storms, four Snowstorms, twenty-eight Floods, and five Tornadoes during his twenty-two-year tenure including holding prominent roles with Hurricanes Hugo, Andrew, and Ivan. With Hurricane Hugo, Terry was responsible for all damage assessments in all categories for the Isle of Palms, Sullivan Island, and the Citadel and was the lead engineer responsible for the close-out activities for North Carolina. With Hurricane Andrew, Terry was the lead reviewer of a team of eighteen, responsible for all project worksheets. He was the PAC for the City of Pensacola and Escambia County following Hurricane Ivan where he managed twenty-four inexperienced contract engineers in assessing damages of over twenty-five schools, the Port Authority, and all other county and city government buildings. He and his team were recognized by the lead FEMA reviewers for the quality of their PWs.
Don Day Field Supervisor Metric	Mr. Day has extensive experience assisting clients with FHWA Emergency Relief, and he currently serves as an Operations Manager for LaDOTD District 1, monitoring debris in the wake of Hurricane Ida. He also served as an Operations Manager for Hurricane Hermine, and a Supervisor for the 2019 San Augustine Tornado, as well as Hurricane Harvey in Corpus Christi, Texas. His experience in air traffic control has made him highly adept at managing logistics, as well as with remaining calm and effective in high-pressure situations.
Molly Marcotte Field Monitor Metric	Ms. Marcotte has significant experience in Civil Engineering Inspection (CEI) and emergency disaster recovery. She has served as a Debris Manager and an Operations Manager for projects throughout the southeast, where she has managed and supervised debris removal from the right-of-way, inspected and approved eligible debris, inspected and properly permitted disposal sites, and verified debris quantities and types. She is technically sound in the project closeout process, and has an expert understanding of FEMA's reimbursement processes.
Tammy Authement Field Monitor Metric	Ms. Authement has 14 years of experience with debris removal, including supervising and monitoring debris operations for Metric's disaster recovery division. To accomplish that goal, she assigns and supervises Debris Monitors on a daily basis.
John Cormier Data Manager Metric	Mr. Cormier has extensive experience assisting clients with Federal Highway Administration-Emergency Relief and FEMA Public Assistance Program reimbursements. He has reviewed Detailed Damage Inspection Reports/Project Worksheets and prepared documentation to maximize funding for clients in the states of Florida, Texas, Colorado, Massachusetts, and Rhode Island. Mr. Cormier has served as a Documentation Specialist on various disaster recovery projects, utilizing his strong knowledge of federal programs administered by the FHWA, FEMA, HUD, and the NRCS. His disaster recovery experience includes the design and implementation of accounting methods, procedures, computer-based systems, and controls to track and report on disaster-related costs. Mr. Cormier has been instrumental in supporting clients through various audits conducted by FHWA, FEMA, and the OIG.
Amber Brewer TDMS Monitor/ Tower Monitor Metric	Ms. Brewer is a detail-oriented professional who recently joined Metric. She assists in the process of both debris monitoring and overall supervision of debris pick up crews.
Michael D. Diette TDMS Monitor/ Tower Monitor Metric	Mr. Diette joined Metric's team as part of Metric's response to Hurricane Michael for the FDOT District 3 in 2018. As a Team Leader, Mr. Diette specifically tagged and measured debris haul vehicles and was a trainer for new hires. He supervised training of crews for leaners and hangers, and oversaw debris locations and their proper removal, including Maintenance of Traffic plans. He also served as a Quality Control team liaison. In that role, he assisted the project's Supervisor with ticket management, questions from staff, and timesheet approvals. He also performed ticket reconciliation to ensure all trees, limbs, and stumps were approved

Key Personnel Bios	
Name & Role	Personnel Qualifications
	payable items that fell within FEMA approved locations and protocol. He also reviewed ticket submissions that were submitted by Debris Monitors and relayed any issues to Field Supervisors so they could be corrected on-site. He also cleared, updated, stored, and prepped devices and any other necessary equipment for future projects. In addition to his debris monitoring background, he is an IT professional and trained computer technician with the ability to integrate communication skills, management experience, and his educational background to exceed technical, business, customer, and company goals. Mr. Diette is professionally trained in A+, and CompTIA Network+, and he is ITIL certified. Overall, he is a committed employee who focuses on team success while simultaneously maintaining his individual standards.
Tim Herzog TDMS Monitor/ Tower Monitor Metric	Mr. Herzog has experience with inventory control and process improvement. He is analytical with excellent management and communication skills. As a Supervisor/ Monitor on debris monitoring contracts, he has helped determine eligible debris, prepare load tickets, and oversee Debris Management Sites to ensure proper protocols are adhered to.
Michael Stacks TDMS Monitor/ Tower Monitor Metric	Mr. Stacks began his debris monitoring career in Wilmington, North Carolina following Hurricane Florence. Upon completion of that job, he traveled to the Florida Panhandle to assist with debris monitoring in the aftermath of Hurricane Michael in late 2018. Overall, he has successfully completed debris monitoring jobs in North Carolina, Florida, Louisiana, and Texas. In his current role, he supervises 25-30 debris monitors and ensures all daily contract activities are carried out, and he also verifies that all Maintenance of Traffic plans meet required FDOT and FEMA standards. Following Hurricane Ian, he taught FEMA's "Leaners and Hangers" class in FDOT District 1, and he also oversaw the removal of leaners and hangers from the right-of-way. Additional duties that he has performed include providing truck certifications, oversight of haul-out and debris pick up from the initial pick-up stage through final disposal, and assisting with vacuum truck clean-out of several hundred storm inlets across FDOT District 1.

TAB D. APPROACH AND VALUE-ADDED SERVICES

D.1 Operational Plan

We understand the City desires to establish a contract for disaster debris monitoring and management consulting services during emergencies and/or disasters, such as but not limited to severe storms, tornados, hurricanes and other events, and that the services to be provided are contract compliance supervision and inspection in accordance with FEMA rules. Further, we know that the monitoring duties are focused on the following:

- ✓ Load site monitoring services and the issuance of debris load tickets
- ✓ Checking and certifying truck/trailer loads
- ✓ Completing load tickets
- ✓ Verifying eligible debris removal from designated pickup zones
- ✓ Oversight of debris and disposal operations by the debris removal contractor
- ✓ Debris management to report and track debris removal activities to ensure accurate documentation of eligible debris loads
- ✓ Verifying compliance with all applicable federal, state, and local regulations

Our team is on the cutting edge of regulatory guidance at the state and federal levels. Since our initial disaster response deployment over three decades ago, we have continuously engaged in major disaster debris removal, emergency response planning, hazard mitigation, and other recovery efforts around the country. We have supported our clients in comprehensive disaster recovery efforts that have included debris monitoring, damage assessments, construction management, grant writing, grant application development, benefit cost analysis, regulatory coordination, project monitoring, contractor oversight, cross-cutting compliance, external relations, and financial management.

We believe in building trust through consistent delivery and our team will work with the City to ensure that expectations are clear, and she will collaborate with the City to complete activities throughout the project. We believe in four key principles for cultivating high-performing teams, led by leaders with unwavering dedication to our clients.

- **Established Routine** - Formal and informal meetings aid in setting a routine and help establish recurring opportunities to collaborate and build relationships.
- **Strong Communication** - We know that failed communication is the antecedent to failed projects. We set explicit, achievable expectations, bound by reasonable timelines. Then, we stay in step with one another throughout delivery. We believe communication should be open and inclusive and expect that team members are responsive to and supportive of our clients, each other, and stakeholders.
- **Flexibility** - We believe an “open-door” policy should be maintained as program needs shift. Immediate response operations often require long days, odd hours, and constant accessibility. We are committed to being there, when and where you need us the most.
- **Building Trust** - Trust is paramount to building an engaged, high-functioning team. We know that trust is built on accountability and strong relationships, and we have proven to

be versatile, adaptable, and perceptive when interacting with clients. Our goal to deliver your vision.

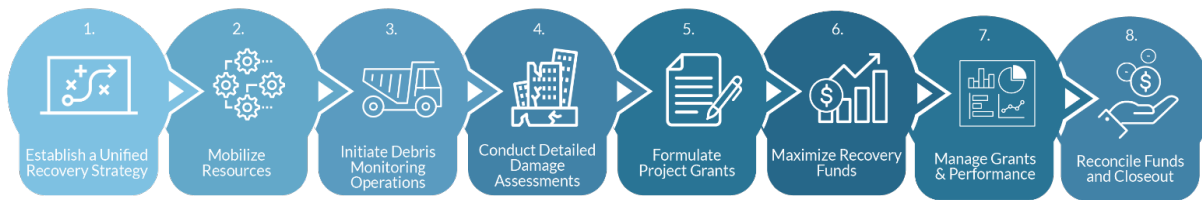
We understand the City intends to select a qualified firm to provide debris monitoring and management services, and this section outlines our comprehensive approach for providing the City with just that. Most importantly, the ISC Team provides the City with over 1,200 staff disaster recovery specialists that cover a wide array of disciplinary skills that will be crucial after a disaster.

Team ISC's Project Management Approach for Debris Monitoring & Recovery Services	
Phase 1: Project Startup	
 1. Scope Management	Identifies the project description, goals, and objectives; evaluates the project structure, scope management, and controls; supports quality assurance procedures, and manages project risks and mitigation.
 2. Resource Management	To facilitate increased coordination and provide the City with a technical contractor that will meet and exceed expectations, ISC has selected the most qualified staff for this project. In the unfortunate event that key personnel assigned to this project become unavailable, ISC has identified support staff and potential candidates that would be available to fill in. <i>These changes would be implemented only with the client approval.</i>
 3. Communications & Information Management	ISC and its team have invested in advanced technologies to facilitate communication and information sharing between our key personnel and staff. The video conferencing and desktop sharing capabilities of our company has proven to be extremely helpful in past projects and have served to increase internal and external communication.
 4. Disaster Decision-Making & Problem Resolution Process	Disaster recovery can be a difficult and confusing process and is generally shaped by the decisions of various stakeholders and organizations before and after an event. Post-disaster decision-making is generally accompanied by a high stress environment and the need to make rapid decisions with incomplete information. The decisions made during this time can critically impact and affect the future of the community. ISC will help identify key stakeholders and organize and facilitate meetings to encourage discussion and foster understanding to render decisions and resolve problems.
 5. Collaborative Recovery Strategy & Client Engagement	Based on our prior experience of executing similar disaster recovery contracts, it is essential that a clear understanding of the goals and objectives are established prior to initiating the project. A collaborative approach will ensure the recovery objectives of the City are successfully realized, regularly tracked, and routinely reported. Our approach will ensure that a clear understanding is achieved between both parties about the content and context of work initiated by the ISC team.
 6. Knowledge Transfer Plan	ISC will execute our knowledge transfer plan to ensure that information and processes are transferred to ISC from the previous contractor. This will help fill gaps in knowledge that might exist after their departure. ISC will review and leverage this knowledge to recommend changes, discover new opportunities, or improve processes. After contract award, ISC will retain all information in their Knowledge Management System (KMS) to provide transparency to the City, recipients and sub-recipients.
 7. Transparent Performance & Reporting	Past disaster recovery operations have demonstrated the need for clients to manage disaster recovery funds and track the performance of their contractor easily and effectively. At ISC, our reputation of being a trusted, top performer is important to our future success. For this reason, ISC has developed a web-based grant management system to help drive workload, track performance, monitor funding queues, generate reports, monitor compliance, and

Team ISC's Project Management Approach for Debris Monitoring & Recovery Services	
Monitoring of Recovery Activities	examine audit requirements. The Odysseus™ Enterprise System (OES) provides a centralized location to collaborate, automates workflow, and increase efficiency by over 700%.
 8. Audit & Financial Controls and Reporting	The fact that ISC's clients have not been subject to adverse findings from the Office of Inspector General (OIG) and have not had any funds de-obligated is not because of chance. At ISC we place a high degree of importance in establishing financial controls and standard reporting to account for all associated documentation and accounting records, ensuring costs are consistent with policies and procedures, and that all costs are necessary and reasonable. These controls and reporting mechanisms will be established early on and regularly updated throughout our engagement. These processes will also be utilized to track expenditures and process payments.
 9. Internal Controls & Compliance Reporting	ISC will continuously audit and review projects for compliance with regulatory guidelines, including but not limited to NFIP, procurement and contracting, and environmental and historic preservation. ISC will align the various recovery programs around the City's internal financial management system and processes to assist in establishing a streamlined financial accounting. Accountants and closeout specialists will be assigned to review all projects and associated versions to ensure all eligible costs are captured, sufficient documentation is provided, and all federal funding has been obligated.
 10. Quality Assurance & Control	ISC's Quality Assurance Plan (QAP) defines the organization and the methodology used for all ISC project engagements. The QAP: 1) Identifies processes that will be applied to assure quality; 2) Defines roles and responsibilities to ensure a successful, timely project with deliverables on time; 3) Provides the indicators to allow appropriate decisions and tracks/reports progress; 4) Describes software management practices: procedures, rules, and applicable methods for the project; and 5) Outlines documentation management/delivery.
 11. Potential Risks & Corrective Action Strategy	At the beginning of the project, identified and potential risks will be recognized to anticipate and manage, as far as possible, the potential impacts of the project, including reporting all risks. Each time a new risk is detected, it shall be managed (identified, assessed, etc.) by the Project Manager or designee. Preventive and corrective treatment will be implemented to reduce the severity and probability of the occurrence of these risks.
 12. Document Security	ISC will maintain security of all documentation used to support the reimbursement of federal funds. Additionally, ISC's OES platform is provided as a hosted service to ISC clients that is hosted on dedicated servers with Flexential and Amazon Web Services (AWS). All data and file attachments are encrypted to ensure privacy and confidentiality of the data.
 13. Monthly Project Status Reports	The ISC Project Manager will provide a "Project Status Report" to the designated City representative(s) at the agreed-upon interval (typically biweekly or monthly). The Report will include a summary of accomplishments by task, project progress assessment, major deliverables for the reporting period, a summary of the tasks due during the next reporting period, any foreseeable project risks and solutions, and financial status for individual tasks as well as the overall project budget.
 14. Invoices & Quarterly Grant Reporting	The ISC Project Manager will provide invoices to the designated City representative(s), which can be sent either by deliverable or monthly. To ensure the City meets all compliance and reporting requirements, the ISC Team will maintain detailed records of work and expenditures and submit financial and contract performance reports following the grant reporting schedule.

D.2 Project Approach

The delivery and implementation of the FEMA Public Assistance Program is often the largest disaster assistance funding source that is made available to a community, as well as the most complicated and intricate part of the recovery process. The public assistance aspect of this project requires a degree of finesse and knowledge of the FEMA PA program, policy and guidance. Over the years, the ISC Team has worked directly with FEMA, states, counties, and local municipalities to coordinate the rapid mobilization of thousands of technical staff to support FEMA PA operations. The ISC team has responded to hundreds of natural hazards, man-made disasters, and incidents of national significance to include Hurricanes Harvey, Irma, and Maria.



D.2.1 Debris Monitoring Approach

Review the Debris Management Plan & Prepare Each Year

As part of our efforts to support the City with its debris monitoring and management services, we can lead the planning, updating, and/or preparation stages involved with its Debris Management Plan. We are prepared to have annual meetings with the City's Debris Manager (DM) to discuss the City's Debris Management Plan, and we are prepared to provide technical guidance and consultation prior to, during, and after the disaster event. We will ensure the City's Disaster Management Plan incorporates criteria that must be followed in order for the City to receive full



reimbursement from FEMA and other federal sources. As a best practice, the Debris Management Plan should also be shared with adjacent jurisdictions. Additionally, regional jurisdictions should

consider shared service agreements wherever appropriate, to ensure adequate staffing, equipment, and services during and immediately after a disaster.

Mobilize Core Staff and Meet with Client and Debris Contractor

We understand that supporting the City’s debris removal operations requires us to be immediately accessible. If a disaster may be reasonably predicted, our team will contact the City’s Disaster Response officials 96 hours prior to the disaster event, and then again 48 hours prior to the disaster event’s anticipated impact. Our key management will report to the Debris Management Center (DMC) 24 hours prior to the arrival of a predicted disaster, or within 24 hours of an unpredicted disaster.

The figure below outlines the proposed schedule for rapid commencement of project activities and deployment of sufficient qualified staff to monitor all debris loading sites and Debris Management Sites (DMS), as well as sufficient field supervisor staff to monitor field operations.



Estimate Debris Quantity and Types

Debris estimation is critical to determining the type and size of a debris recovery operation. In coordination with the City, we will evaluate the potential impact area prior to an event and develop a disaster debris estimate utilizing industry standard modeling software. Following the impact, we will perform preliminary debris estimates based upon aerial, topographical, and visual reconnaissance of the affected area compared to pre-event conditions. Within 24-48 hours of activation, we will provide debris estimates as well as develop a monitoring staffing plan in coordination with the City and the Debris Contractor.

Identify and Prioritize Debris Collection Routes

Following an event, the “initial push” or debris clearance phase begins as soon as possible following the “all clear,” typically issued by the Incident Commander. Critical arteries and emergency response routes are prioritized and cleared of fallen trees, limbs, and other disaster debris by teams of debris contractors, electric company crews, local municipality crews and ISC Team monitors. The debris clearance phase may go beyond the FEMA 70-hour allowable time and materials window under certain scenarios.

If requested, the ISC Team will provide quality assurance monitors to document and record time and materials efforts during the debris clearance phase. The ISC Team utilizes customized time and materials forms as well as the ADMS™, which consists of laptops, tablets and other handheld units to document and monitor debris clearance operations. The ISC Team can and will facilitate

the administration and management of the information to be provided in support of project worksheet development for Category B reimbursement from FEMA.

The ISC Team will perform the following tasks during the debris clearance phase:

- ✓ Certify and placard equipment and vehicles
- ✓ Assist with documenting and prioritizing roads for immediate clearance
- ✓ Capture time and materials efforts by City personnel, contractor staff crews, and volunteers
- ✓ Manage the time and materials information collected daily
- ✓ Issue a daily report of roads cleared, road status and schedule, and other salient data
- ✓ Review and reconcile contractor and supplier invoices
- ✓ Compile and provide information for all Category A and B PWs

Certify Trucks and Equipment

Proper certification of trucks is a critical component of any debris operation. Because the typical vehicle can make hundreds of runs, small discrepancies can add up to millions of dollars in additional costs. In accordance with federal and state guidelines, we have established a standard methodology and template for truck certification that reduces the occurrences of miscalculations and minimizes discrepancies.

The ISC Team has experienced, and fully dedicated and equipped certification teams prepared to deploy immediately following an event in order to identify potential equipment certification site(s), establish the certification site(s), oversee certification operations, certify equipment, and provide accurate record keeping to maximize reimbursement. We have established an electronic data capture protocol for equipment certification operations utilizing our ADMS™.

As part of the truck certification module of ADMS™, when the truck certification information is loaded, the system recalculates the volume of the vehicle to verify the in-field calculation. Any discrepancies are immediately reported to field supervisors, contractors, and the Project Manager. ADMS™ maintains accurate records of all debris collection vehicles, including the measurements of the inside of the useable bed space (per FEMA guidelines), certified weight, photographs, license information, vehicle identification decal issuance, and regular monitoring of vehicle modifications. All trucks are inspected for compliance with local, state, and federal minimum standards.

The contractor will certify all hauling units at the TDSRS starting 24 to 48 hours after the event passes. The contractor will update the fleet documents as the Debris Removal Contractor adds or removes vehicles from the collection fleet, or when measurement calculations are modified through a random verification process. We will periodically perform random volume capacity verifications for recovery vehicles.

Assist with Selecting Debris Management Sites

Effective debris management begins with the identification of potential DMS locations. We will assist the City in obtaining necessary approvals and permits from local, state and federal agencies for each site. Initially, our project team coordinates with the City to obtain relevant information such as current site ownership, current site use, right-of-entry considerations for privately owned sites, planned reduction methodologies for each site, and City-specific objectives for each site. We then collect baseline data on the designated DMS consistent with federal, state and local

requirements and in general accordance with FEMA guidelines. Baseline data collection and monitoring activities are focused on achieving successful and timely site closure. Information obtained for each site is compiled into a baseline DMS report, as well as a closure report that we prepare after all debris has been removed from the site. If requested, we conduct both baseline and closure groundwater and soil sampling to document conditions prior to and after debris management activities and establish whether the DMS was adversely affected by these activities.

Deploy and Supervise Field Monitors

Following an event, the “initial push” or debris clearance phase begins as soon as possible following the “all clear,” typically issued by the Incident Commander. Critical arteries and emergency response routes are prioritized and cleared of fallen trees, limbs, and other disaster debris by teams of debris contractors, electric company crews, local municipality crews and ISC Team monitors. The debris clearance phase may go beyond the FEMA 70-hour allowable time and materials window under certain scenarios.

If requested, the ISC Team will provide quality assurance monitors to document and record time and materials efforts during the debris clearance phase. The ISC Team utilizes customized time and materials forms as well as the Automated Debris Management System (ADMS), which consists of laptops, tablets and other handheld units to document and monitor debris clearance operations. The ISC Team can and will facilitate the administration and management of the information to be provided in support of project worksheet development for Category B reimbursement from FEMA.



Debris Loading Site Monitors

Our Debris Loading Site Monitors are trained with respect to FEMA 325 and FEMA 327 guidance. Our training also includes health and safety components, eligibility requirements specific to the local, state, and federal regulations, and debris contractor monitoring. The ISC Team’s Operations Manager and Supervisors work closely with the City and Debris Contractor personnel to provide ROW Monitors for each debris crew mobilized by the Debris Contractor. The ISC Team’s Operations Manager and Supervisors are responsible for Debris Loading Site Monitor training, scheduling, deployment, QA/QC, as well as reacting to daily changes associated with debris contractor crews, monitor issues and FEMA inquiries. Each ISC Debris Loading Site Monitor team will be equipped with an ADMS handheld unit as well as all necessary field equipment and required health & safety personal protective equipment (PPE).

In addition, and if necessary, ISC can also mobilize a team of debris monitors that are trained in monitoring special waste. Special waste is considered to be disaster debris material that is typically collected separately from Vegetative and C&D storm debris. The most common special wastes include:

- ✓ White Goods
- ✓ Household Hazardous Waste
- ✓ Hazardous Stumps
- ✓ Hanging Limbs

- ✓ Leaning Trees
- ✓ Abandoned Vehicles
- ✓ Derelict Boats.

Our Special Waste Monitors are experienced Debris Monitors that have received additional training and experience monitoring special wastes. The ISC Team assigns a monitor to each Debris Contractor special waste crew. The ISC Team's Operations Manager coordinates closely with the Debris Contractor to facilitate a safe and efficient operation. ISC Team monitors use the ADMS to document each eligible debris item (e.g., hazardous stump, refrigerator, etc.) with photographs tagged with GPS coordinates and any footnotes.

Debris Management Site Monitors

Each Debris Management Site (DMS) will be staffed with DMS Monitors during all operating hours. Site Monitors are responsible for oversight of activities at these sites, including verification of proper documentation, prevention of fraud, driver and vehicle verification, and safety concerns. The DMS Monitor has a key responsibility in ensuring debris is eligible, and in protecting recovery dollars by documenting load quantities and verifying that trucks are completely empty prior to exiting the site. By monitoring in real-time, we can immediately address issues before they become potential reimbursement issues.

DMS Monitors are responsible for completing load tickets that are started in the field by Loading Site Monitors. DMS Monitors will verify all information entered by Loading Site Monitors, and they will also estimate the volume of debris in each truck.

As part of the truck certification, each truck is marked with a placard on the side of the truck that shows the maximum capacity in Cubic Yards (CY) of each truck or trailer. The DMS Monitor is responsible for verifying volumes that are delivered to the DMS, and they are also responsible for comparing information recorded by the Loading Site Monitor to the truck's maximum capacity allowed. Prior to being signed, each ticket will be filled out with the following information:

- ✓ Name of DMS
- ✓ Truck's arrival time
- ✓ Estimated volume of debris in the truck or trailer

DMS Monitors will then enter required load ticket information into ADMS™, which will allow for real-time reconciliation of each load ticket. ADMS™ will use the information transmitted from the field to create and maintain a log for each DMS Monitor, which will outline the following:

- ✓ DMS location
- ✓ DMS Monitor's name
- ✓ Assigned supervisor's name.
- ✓ Truck/trailer numbers and volumes of debris hauled into the site.
- ✓ Cumulative total of debris delivered during each shift.
- ✓ Any issues encountered or anticipated.
- ✓ Grids cleared and number of passes completed.

Roving Debris Monitors

Roving Debris Monitors (RDMs) are critical to ensuring field operations are adequately supported and properly overseen. RDMs are deployed to oversee all debris removal and disposal operations

provided by the debris removal and disposal contractor. They are each assigned to specific zones to ensure that each RDM is able to oversee all operations and make multiple random visits to loading sites and DMS locations in his/her area.

RDMs will act as the City's real-time lens into ongoing field operations. The RDMs serve as the first line of management for the DMs, and they also assist with any questions or conflicts that arise in the field.

RDMs will record observations from the field and support those observations with photos, videos, or other pertinent information. RDMs are specifically trained to spot potentially fraudulent activity, environmental issues, or safety concerns. If serious concerns are encountered, the RDM is responsible for immediately notifying the proper party, in accordance with the incident management plan.

Each day the RDMs will complete the Debris Loading Site Monitoring Checklist that is provided by the Project Manager, and they will prepare a field operations report that contains:

- ✓ Review of plans and procedures
- ✓ Drafting task orders
- ✓ Work plans and reports.
- ✓ Audit of debris removal contractor's efforts and operations
- ✓ Development of information for public dissemination on debris removal
- ✓ Reduction and disposal
- ✓ Other duties related to debris management operations.

Daily Documentation and Reporting

ISC will collect, tabulate, and organize debris disposal data, vehicle certifications, project records, associated photos, and other supplemental documents to support federal, state, and local reimbursements and subsequent audits. All collected records will be subject to ongoing total quality management to ensure compliance with applicable guidance, such as the FEMA 327 Public Assistance Debris Monitoring Guide and the FEMA 322 Public Assistance Guide.

When completing the Scope, all data points that are associated with debris removal and monitoring will be fully documented and stored for FEMA reimbursement. **One missing line item can affect the City's status regarding receiving reimbursement funds from FEMA, so all data is relevant and important.**

Automated Debris Management System (ADMS™)

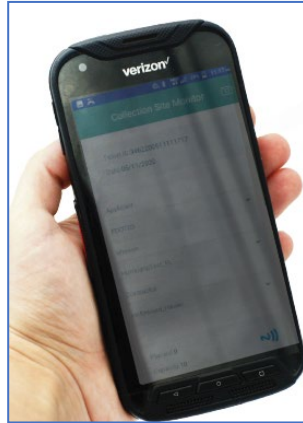
In addition to our daily documentation and reporting, ISC will offer the City our proprietary Automated Debris Management System™ (ADMS™) to support implementation of a "born digital" recovery, which allows for greater efficiency and reduced costs by moving away from paper forms and into digital forms and processes – all while maintaining document control and audit-ready files through digital footprints and electronic recordkeeping. **We ensure that all eligible debris removal operations activities are documented and tracked specific to the FEMA PA Program.**

We have leveraged decades of practical debris removal experience and countless lessons learned to pioneer ADMST[™] to focus on streamlined processes, embedded Quality Control (QC), reporting efficiency, and mobility.

ADMST[™] virtually eliminates erroneous data entry errors and lost load tickets, which ultimately saves time and money. ADMST[™] also provides embedded controls, automation, and streamlined data retention, allowing us to do more in less time - resulting in a speedy debris removal operation for the City.

ADMST[™] is customizable, allowing us to tailor data collection to meet your needs. We use digitized records from the start, which will save the City money as duplicative data entry tasks are eliminated and accuracy is increased. Errors can be addressed in real-time, vs. in the past when you would have to wait for end of day reconciliation to address them. A key focal point for federal oversight entities is internal control. Proper internal controls prevent costly and avoidable mistakes that can result in future de-obligation of funding. ADMST[™] offers built-in internal controls, so the City can rest assured knowing that response and recovery efforts are being monitored for compliance with governing regulations.

With the use of mobile devices and enabled GPS tracking, latitude/longitude coordinates are captured – thus providing the level of accuracy needed for geo-referencing and status update capabilities. This will give the City the ability to track day-to-day operations and to track the progress of the response effort. With the data collected in ADMST[™], our team will produce reports and develop dashboards to provide the City and public officials real-time updates on the debris operation. Our web-based dashboard is an especially powerful tool, as it provides visualization of key data highlights including 1) CY of debris cleared; 2) Percentage of roadways cleared; 3) First pass/subsequent pass data, and 4) Remaining debris to be collected.



Why ADMS?

In response to our clients' need for a more efficient, accurate, and audit-able process, we developed a proprietary Automated Debris Management Solution (ADMS) which brings a load-ticket, paper process into an automated, electronic data collection and processing system.

A primary feature of the ADMS is it being a comprehensive, full service solution, not simply a software package.

MCL provides all the necessary hardware, software, equipment, and personnel training to ensure the system functions at the highest of standards.

Benefits of ADMS

- Maximizes and expedites reimbursement from federal and/or state agencies.
- Customized modules for each debris pay item type
- Provides tools for processing, estimating, viewing, and analysis of data, facilitating real time, operational decision-making
- Improves accuracy by eliminating data transcription errors, discrepancies, and lost load tickets
- Improves the speed and accuracy of the reconciliation and payment process
- Reduces staffing requirements, increases efficiency, and reduces cost
- Creates a Historical Digital Record for future emergency planning
- System of checks and balances to eliminate and minimize fraud
- Information accessible 24/7 by authorized personnel via secured Internet connection
- Proven record on debris projects since 2014

PRACTICAL APPLICATIONS OF DATA ANALYTICS



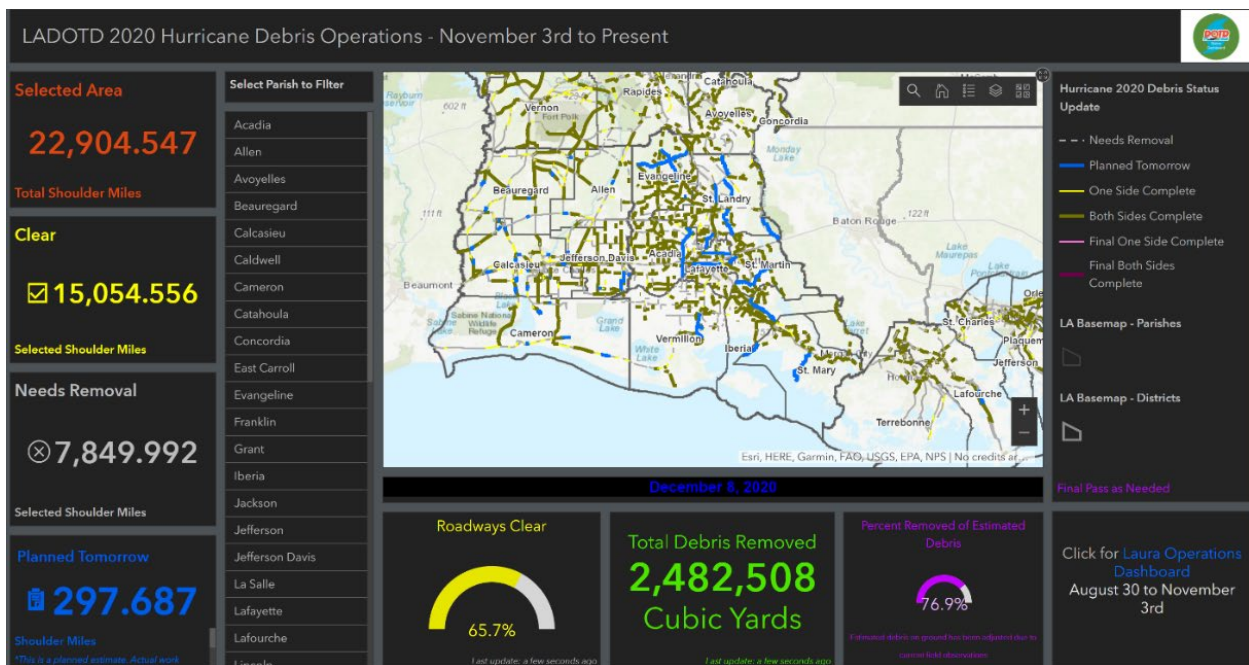
Mapping and demographic data can reveal useful information such as where concentrations of debris are located.



Geospatial and machine learning tools can be utilized to identify best potential DMS and TDSR sites.



Graphical representation of big data provides insight into trends, outliers, and patterns to support intuitive decision making.



Prepare Grant for FEMA Funding

The ISC Team shall review, validate and reconcile debris management contractor(s) invoices prior to submission to the City for processing. The ISC Team shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the City and debris contractor(s) representatives. All invoices from the debris contractor(s) shall be directed to the ISC Team. Within seven (7) calendar days of receipt, invoices shall be reviewed by the ISC Team to be accepted or rejected. The ISC Team shall issue in writing to the City and the debris contractor the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the ISC Team shall clearly state the reasons for rejection and work with the debris contractor to resolve immediately.

The ISC Team will collect, audit for completeness and accuracy, tabulate, and organize debris monitoring information and data, vehicle certifications, project records, photos, manifests, and other pertinent project information, to support FEMA, state and local reimbursements, and in

support of subsequent audits. Using this information, ISC will prepare FEMA Category A Project Worksheets for FEMA Public Assistance funding.

D.2.2 FEMA Public Assistance Approach

The delivery and implementation of the FEMA Public Assistance Program is often the largest disaster assistance funding source that is made available to a community, as well as the most complicated and intricate part of the recovery process. The public assistance aspect of this project requires a degree of finesse and knowledge of the FEMA PA program, policy and guidance. Over the years, ISC has worked directly with FEMA, states, counties, and local municipalities to coordinate the rapid mobilization of thousands of technical staff to support FEMA PA operations. ISC has responded to hundreds of natural hazards, man-made disasters, and incidents of national significance to include Hurricanes Harvey, Irma, and Maria.



ISC's Approach to Grants Management

Phase 1: Establish a Unified Recovery Strategy



Based on our prior experience of executing similar disaster recovery contracts, it is essential that a clear understanding of the goals and objectives are established prior to initiating the project. A collaborative approach will ensure that your recovery objectives and priorities are successfully realized, regularly tracked, and routinely reported. Our approach will ensure that a clear understanding is achieved between both parties about the content and context of work initiated by ISC.

In coordination with the client, ISC will develop a comprehensive recovery strategy to maximize funding and expedite the rebuilding of G assets while also adhering to appropriate federal and state policies and procedures. This strategy will provide recommendations and be presented to you for approval. Once approved, ISC will work with various client departments and agencies to implement the Disaster Cost Recovery Strategy and ensure that these processes and procedures are followed.

Inform Client Administrators and Partners

An important element of any successful program is the ability to efficiently transfer knowledge and understanding. At ISC, we believe **consulting services should be value-added** and not be a burden to the client. When disaster recovery consulting services are implemented correctly, your knowledge and capability to implement the PA Program increases.

ISC will leverage our experience developing curriculum, designing virtual training programs, delivering training, and conducting exercises to offer you superior courses. ISC will collaborate with you to identify which disaster recovery courses will need to be developed and delivered. ISC will meet with you to define instructional goals and objectives of each course. If necessary, ISC will assist in the research and analysis required when no source material is available and provide subject matter specialists. ISC will deliver a needs assessment report which will deliver an overview of the tutorial, its purpose, target audience, training objectives, available resources, training format, tutorial timespan, development timeline, and assessment requirements.

Disaster Recovery Computer-Based Training

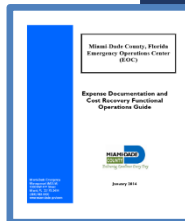
ISC developed the curriculum and web-based training on FEMA Public Assistance Program and other recovery topics for various Clients. These interactive courses actively engage participants using point-and-click media, quizzes, and interactive graphics. Media, such as videos, flash interactions, and audio, were added to display real-life scenarios and engage the audience.

At a minimum, ISC will develop training courses on the relevant federal grant programs and conduct annual training for all departments, municipalities, and partner agencies. Virtual training programs will include a method to document personnel attendance, training certificate, and other course tracking requirements.

Develop Cost Recovery Strategy

ISC will work with various client departments, municipalities, and partner agencies to develop/update the existing Cost Recovery Guide and other relevant plans and procedures. ISC will ensure that these plans and procedures are aligned with the appropriate federal and state policies and procedures.

ISC will review your existing policies and administrative procedures and provide recommendation on changes that will be needed to maximize potential federal reimbursement. ISC will develop tools and action plans for your departments/agencies to use to enhance their compliance and accountability while promoting efficiency in the cost recovery process. ISC will also develop a guide by department on their essential recovery activities and provide recommendations on what modifications should occur.



Disaster Cost Recovery Strategy

In 2014, ISC was selected by Miami-Dade County to develop a FEMA-compliant Expense Documentation and Cost Recovery Functional Operations Guide that clearly defined the roles, responsibilities, and procedures to prepare for, document correctly, apply for, and receive available expense reimbursement following a disaster. The procedures were compliant with the Emergency Management Accreditation Program, Robert T. Stafford Disaster Relief and Emergency Assistance Act (PL 93-288), and the programmatic improvements to disaster assistance programs required under the Sandy Recovery Improvement Act of 2013 (PL 113-2).

Obtain Immediate Needs Funding

If necessary, ISC will work with you to request Immediate Needs Funding (INF) for critical needs. INF can be allocated for emergency work costs such as overtime payroll, equipment expenses, temporary employee payroll, materials purchased, equipment rented, and contractor payments.

Define & Implement Decision-Making & Problem Resolution Process

Disaster recovery can be a difficult and confusing process and is generally shaped by the decisions of various stakeholders and organizations before and after an event. Post-disaster decision-making is generally accompanied by a high-stress environment and the need to make rapid decisions with incomplete information. The decisions made during this time can critically impact and affect the future of the community. ISC will help identify key stakeholders and organize and facilitate meetings to encourage discussion and foster understanding to render decisions and resolve problems.

Identify Additional Funding Opportunities

Recovery projects can take extensive amounts of time, energy, and particularly funding. There are a variety of funding sources available to communities, private non-profit organizations, businesses, families, and individuals that have been affected by the disaster; however, it may take considerable effort to identify and obtain proper funding sources, coordinate these funding sources, and implement funded projects. Funding for disaster recovery can be generally secured from a variety of sources; however, the availability and accessibility of these sources of funding will vary based on the type and scale of the event.

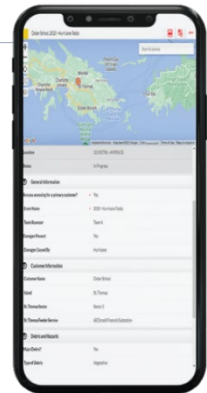
Phase 2: Conduct Detailed Damage Assessments

At ISC, we feel that it is crucially important to document your disaster damage accurately and thoroughly. This is especially true with the implementation of FEMA's new PA delivery model, as well as Section 428, which puts the onus on local government and private non-profits to document their damages in return for receiving fixed-cost estimates. ISC will conduct a thorough Preliminary Damage Assessment (PDA) of infrastructure for both public and individual assistance. Hand-selected ISC support staff will work closely with the assigned Client personnel to make sure an accurate representation of the damages is depicted. A detailed and quantifiable damage description is essential in formulating a project worksheet that is eligible for FEMA funding.

ISC'S SITE INSPECTION TOOL

New Product!

- ✓ Real-Time Reporting
- ✓ Mobile Compatible
- ✓ Integrates with GMT
- ✓ Increased Efficiency



Initiate Damage Assessment and Define Documentation Requirements

ISC will inform you to document all facility and content damages immediately following the event. These damages should be documented via written notes and photographs prior to removing debris or fixing damaged elements. ISC will provide a comprehensive list of documentation required to seek reimbursement from FEMA and other federal agencies, as appropriate.

Establish Damage Assessment Strategy and Schedule of Activities

Various methods can be utilized to assess damage and are often dependent on the type and scale of event and the resources available. Disasters that produce visible damage, such as fires, tornadoes, and hurricanes, can quickly be assessed using windshield assessments, flyovers, or

geospatial analysis. Other disasters, such as flooding, may require door-to-door assessments, which can exhaust resources and time. ISC also recognizes the benefits of utilizing Unmanned Aerial Systems (UAVs or: drones) to augment damage assessments and therefore has invested in cutting-edge UAV technology and software to provide our clients with enhanced analysis and mapping.

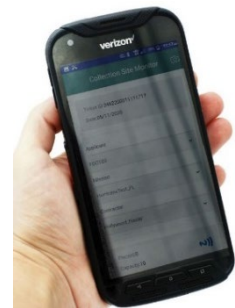
ISC will work with you to establish an expedient and efficient damage assessment strategy, as well as a schedule of activities. This schedule will help to prioritize PDAs and high priority projects based on the amount of time required to conduct the inspection, the required attendees, and the timeline of deliverables.

Record Evidence of Extent of Damage

While conducting the damage assessment, it is important to document all relevant damage to residences, businesses, and/or damaged infrastructure. The location of all damaged sites should be documented using street addresses or GPS coordinates. For uniformity and to ensure all relevant information is collected, ISC will provide guidance and train staff on how to document damage, including dimensions, materials, and the size or capacity of the facility. In addition, it is important to capture the work necessary to perform temporary repairs or restore the damaged infrastructure, as well as the estimated or actual costs.

Debris Management Advisory and Monitoring

Following a disaster, debris removal is critical to expediting the recovery process. FEMA will reimburse eligible applicants for the costs associated with the removal of debris from improved public property and public rights-of-way, including Federal-aid roads. It is the applicant's responsibility to monitor all debris removal activities and document and track equipment and labor. From FEMA's perspective, it's the community's responsibility to monitor and document all debris removal activities. Failure to do so properly will jeopardize funding.



If requested, ISC will provide you with debris management advisory consulting support. ISC and our team of debris management experts have been involved with our Nation's largest and most complex disaster operations. This technical expertise is supported by our innovative technologies to ensure that communities maximize their federal funding.

Additionally, ISC can provide debris monitoring services, if requested. The ISC Team offers a proprietary Automated Debris Management System (ADMS™) to support implementation of a "born digital" recovery, which allows for greater efficiency and reduced costs by moving away from paper forms and into digital forms and processes - all while maintaining document control and audit-ready files through digital footprints and electronic recordkeeping.

Phase 3: Formulate Project Grants



Our team of nationally recognized FEMA Public Assistance professionals will work closely with you to create a comprehensive and effective process that adheres to the requirements of the PA Program, as well as the administrative processes of the client that have been established prior to the disaster. Our intent is to leverage our intimate knowledge of the FEMA PA Program to identify all of your eligible FEMA PA funding, without burdening staff or creating unnecessary risk of de-obligation.

ISC will provide technical assistance as requested by the client and will proactively identify and resolve issues that may arise related to the funding of work to be completed. Activities associated with this effort include:

- ✓ Document Damages
- ✓ Develop Damage Descriptions
- ✓ Prepare Scopes of Work
- ✓ Evaluate Alternative and Improved Projects
- ✓ Identify Opportunities for Hazard Mitigation
- ✓ Implement Section 428
- ✓ Identify and Formulate Projects
- ✓ Develop Accurate Cost Estimates
- ✓ Address Special Consideration Concerns
- ✓ Establish Process for Quality Control
- ✓ Guidance and Training on FEMA PA

ISC will obtain, analyze, and gather all relevant documentation and records to extract pertinent information necessary for submittal, including timekeeping and staff assignment records as applicable. ISC will utilize their best practice quality control methods to review all projects and supporting documentation for clarity and completeness, as well as consistency and accuracy.

The Four Basic Elements of Eligibility:

COST | Must be tied to eligible work and be adequately documented, necessary, and reasonable.

WORK | Must be required as a result of the declared incident and located within the designated disaster area.

FACILITY | Must be a building, public works, system, equipment, or natural feature.

APPLICANT | Must be a state, territory, tribe local government, or private nonprofit organization.

Initial Briefing and Complete Request for Public Assistance

To receive funding under FEMA's PA program, sub-recipients must meet all eligibility requirements. FEMA provides assistance to four types of Applicants: state governments, local governments, Indian Tribal governments, and certain critical and non-critical private non-profit organizations. *ISC will assist in completing RPAs as needed* and will help to assess and provide

justification for those clients who provide a public service but may not identify as one of the four types of Applicants listed above.

Participate in Exploratory Call & Recovery Scoping Meeting (RSM)

Upon approval of the RPA, ISC will help coordinate, prepare for, and participate in the Exploratory Call with the FEMA Program Delivery Manager and the sub-recipient representative. To prepare for this meeting, ISC will assist in assembling the inventory of impacts from the disaster and any questions that may need further clarification from FEMA. Following the Exploratory Call, ISC will assist as needed in developing a list of disaster-related damages and agenda items to be discussed at the Recovery Scoping Meeting (RSM). Additionally, ISC will work with each sub-recipient to upload initial information, such as contracts, insurance policies, plans and procedures into FEMA's Grants Portal. During the RSM, a meeting schedule will be agreed upon between FEMA and the client to ensure progress in recovery and establish a timeline of deliverables.

RECOVERY SCOPING MEETING BEST PRACTICES

1. Map of jurisdiction & damaged facility information
2. Documentation to support legal responsibility
3. Previous disaster damage
4. Photographs of disaster related damage
5. Completed and to be completed work

Coordinate Site Inspections with the State and FEMA

Following COVID, FEMA has taken a hybrid approach to administering the FEMA PA Program. ISC will help plan, schedule, and coordinate site inspections between the sub-recipient, client and FEMA as required. By developing a strategy and course of action, we can ensure that priority projects are assessed first and **communicate to FEMA the urgency of reviewing and obligating these projects.**

Analyze Project for FEMA PA Eligibility

All identified damages will be analyzed for eligibility under the PA program. Projects funded under the PA program must be the legal responsibility of the eligible Applicant and damaged as a direct result of the disaster event. Substantial documentation is needed to support all eligibility claims, and therefore ISC will use their best practices and acquired knowledge in formulating detailed projects to ensure reimbursement and prevent future eligibility concerns.

Evaluate Relevance of Current FEMA PA Pilot Programs

FEMA is consistently reevaluating the delivery of the PA program and identifying areas of improvement. Before making drastic changes to its program delivery, administrative costs, or just the PA program in general, FEMA will conduct a Pilot Program to test and evaluate these changes. When these programs arise, ISC will educate you on how these changes will affect them and will make sure they don't adversely affect FEMA assistance.

Assist in completing the FEMA Grants Portal Essential Elements of Information (EEI)

ISC will assist you and the sub-recipients in the completion of the FEMA Grants Portal Essential Elements of Information (EEI), required to support the damage claims and ensuring eligibility of the PA Grant.

Provide Recommendations on Eligibility and Critical Issues

ISC is comprised of recovery specialists who are intimately familiar with Federal regulations, specifically the Robert T. Stafford Act, Post-Katrina Emergency Management Reform Act, and the Disaster Recovery Reform Act. We will work with you to navigate eligibility concerns and address critical issues to maximize funding and mitigate potential reimbursement concerns.

Prepare Detailed Damage Descriptions and Scopes of Work

ISC will assist in developing detailed damage description for each facility that was affected by the disaster event. Once the damage description has been agreed upon by FEMA, the client, and the sub-recipient, ISC's knowledgeable PA Specialists will assist in the development of the proposed scope of work (SOW), including the hazard mitigation proposal (HMP) for each of its projects. If the work is finished, ISC will document the completed SOW.

SOWs for emergency work projects address immediate threats and debris removal. For Permanent Work projects, the SOW includes a description of how the sub-recipient plans to repair, or has repaired, the damage, including repair dimensions and HMP description and dimensions. In instances where the SOW has a potential of impacting environmental or historic resources, ISC will coordinate with you and FEMA to review the SOW to determine if modifications could reduce potential impacts. Assess Special Considerations. Prior to removing debris, demolishing buildings, or beginning repair work, you must address any special considerations that may affect the eligibility of these projects. It is the responsibility of each sub-recipient and the client to ensure compliance with the Natural Historical Preservation Act and the National Environmental Protection Act, and therefore EHP reviews should be completed before beginning construction. ISC will educate all personnel on the risks associated with not adhering to policy and regulations and will make sure EHP reviews are completed prior to project start dates.

ISC'S

DOCUMENTATION

BEST PRACTICES

- ✓ Drawings, sketches, or plans of pre-disaster design
- ✓ Drawings, sketches, or photos of damage
- ✓ Engineering/technical reports
- ✓ Job orders & permits
- ✓ Disbursements & accounting records
- ✓ Force account labor, equipment & materials
- ✓ Contracts or contractor bids
- ✓ Rental and lease agreements
- ✓ Invoices, warrants, checks
- ✓ Inspection/monitoring logs

Analyze for Potential Insurance Proceeds

Many eligible applicants carry insurance that may or may not cover a portion of their damages. Understanding the available insurance coverage relative to the eligible scope of work to return the facility to its pre-disaster condition without jeopardizing potential funding due to duplication of benefits requires a thorough review and analysis of insurance policies, proof of loss, and other insurance documentation. Once we have reviewed the available supporting documentation, ISC's insurance specialist work to reconcile the amount of insurance proceeds received with the corresponding scope of work in the PWs.

Prepare Cost Estimate

FEMA may approve grant funds based on a forward pricing model to establish cost estimates for those projects that exceed the large project threshold. ISC staff are well versed in standard cost estimating programs to include RS Means and FEMA's Cost Estimating Format. ISC's experienced cost estimators can account for all possible costs based on the detailed scope of work,

including codes and standards. Accurate cost estimates are even more important with the implementation of FEMA’s new PA Program Delivery model and the increase in the small project threshold.

Comply with Program Timelines

Depending on the extent of damage to a facility, the client and the sub-recipients may be unable to restore the facility within the regulatory time frame and therefore must request a time extension. FEMA may approve a time extension on a project-by-project basis if the client can justify the extension and provide documentation substantiating the delays, status of the work, and a project timeline with a projected date of completion. ISC will help maintain a master schedule to help inform you of upcoming deadlines and the need to request a time extension. Additionally, the GMT allows for notifications of upcoming Period of Performance due dates. These notifications are customizable to include when they are sent and who is notified.

Funding Source	Disaster Declaration #	Grant ID	Agency	Project #	Project Title	Project Location	PoP End Date	Time Extension	Days Remaining
FEMA PA	DR-4337-FL	4733	Collier County Sheriff's Office	4733	Collier County Sheriff CAT B 100% COMPLETE	Collier County	03/30/2018		-1741 days
FEMA PA	DR-4337-FL	4887	Lely Community Development District	4887	PAAP Debris Removal (9/18 - 10/17, 90%)	Collier County	03/30/2018		-1741 days
FEMA PA	DR 4337 FL	4895	Immokalee Fire Control District	4895	Immokalee FMP	Collier County	03/30/2018		-1741 days
FEMA PA	DR 4337 FL	4907	Collier Mosquito Control District	4907	Emergency Protective Measures: Evacuations of Pilots/Aircrafts and Generator Usage (9/14-10/3, 100%)	Collier County	03/30/2018		-1741 days
FEMA PA	DR-4337-FL	5405	Collier County Sheriff's Office	5405	Emergency Protective Measures 75% Cost Share	Collier County	03/30/2018		-1741 days
FEMA PA	DR-4337-FL	5446	Naples, City of	5446	Debris Activity - Citywide: Operational Period #1 - 9/4/17 to 9/17/17 at 75% Cost Share	Collier County	03/30/2018		-1741 days
FEMA PA	DR 4337 FL	5447	Naples, City of	5447	Debris Activity - Citywide: 9/18-10/17/2017 at 90%	Collier County	03/30/2018		-1741 days
FEMA PA	DR 4337 FL	6417	Immokalee Water-Sewer District	6417	Immokalee Water-Sewer District - Category B - Rental of pumps, operation of FA aerators to prevent raw sewage spills; first push of debris from access roads	Collier County	03/30/2018		-1741 days
FEMA PA	DR-4337-FL	7769	Cedar Hammock Community Development District	7769	Cedar Hammock Debris Removal	Collier County	03/30/2018		-1741 days
FEMA PA	DR 4337 FL	8120	Naples, City of	8120	Emergency Protective Measures Citywide: 9/4-10/3/2017 at 100%	Collier County	03/30/2018		-1741 days

GMT Period of Performance Report

Phase 4: Maximize Recovery Funds



ISC has served as a national leader in disaster resiliency, committed to maximizing vital community disaster assistance funds through hazard mitigation and new FEMA Public Assistance initiatives. ISC has supported over 7,000 communities in identifying hazard mitigation opportunities and securing billions in additional disaster assistance funding. ISC has also developed many of the Nation’s largest FEMA Section 428 projects and prepared thousands of successful appeals, securing billions in additional eligible FEMA Public Assistance funds.

Identify Hazard Mitigation Opportunities

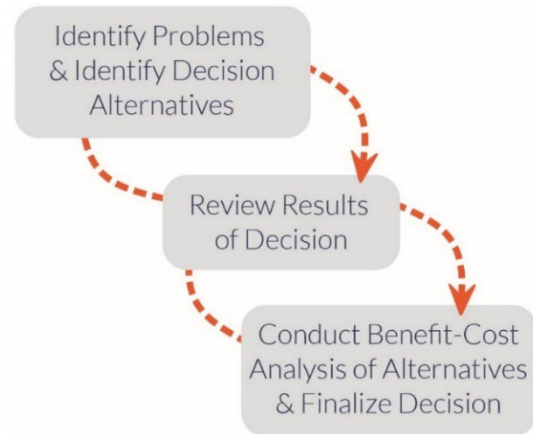
After a declared disaster, eligible **FEMA Public Assistance Applicants** can receive funding beyond what was damaged to rebuild facilities that incorporate measures that increase resiliency and hazard mitigation through **Parts 404 and 406 of the Stafford Act**. These programs are a top priority for FEMA and can offer eligible Applicants up to 100% of the repair cost for some pre-approved hazard mitigation measures. ISC will assist you in identifying,

developing, and evaluating opportunities for hazard mitigation programs to reduce or eliminate risk from future events. Our team of hazard mitigation specialists have extensive experience with Section 404 and 406 hazard mitigation programs and leveraging these additional funds to best benefit the client and its facilities.

ISC will work with the designated representatives to review, assess, and archive back-up documentation, contracts, and other related documentation required to support federal, and other audits related to these funds and needed for compliance. Activities include, but are not limited to:

- ✓ A bi-annual complete review of HMGP projects to ensure compliance with HMGP programmatic and fiscal requirements.
- ✓ A review of project progress, project scopes, and regulatory compliance of each Subgrantee. ISC will work to proactively address any programmatic issues.
- ✓ Periodic fiscal reviews of each Subgrantee to ensure fiscal compliance as published by the FEMA HMGP Guidance.

In addition, ISC will work with you to ensure that annual financial and compliance audits are submitted for review. Additionally, ISC will provide technical assistance in preparation and development of hazard mitigation projects related to these funds.



Evaluate Potential Projects for Section 428 Funding Allocation

FEMA's Section 428 Alternative PA program was signed into law on January 29, 2013, as part of the Sandy Recovery Improvement Act of 2013. The purpose of the 428 program is to expedite funding, increase flexibility, and provide incentives for timely and cost-effective PA projects. ISC will leverage their intimate knowledge and experience to help you identify potential projects for section 428 funding and will assist in the development of the scope of work, the validation of costs and the management of the fixed capped grant. In addition, by aligning section 428 with Recovery Support Functions (RSF) objectives, ISC can help you prioritize funding in ways that best meet the recovery needs of impacted communities.

Evaluate Opportunities for Alternative and Improved Project Funding

Large projects are reimbursed based on actual costs needed to complete the eligible scope of work. Sometimes, it is in your best interest to make improvements to the facility while performing the work or to use the funding for an alternative project which will better serve the public. Changes to the scope of work that alters the pre-disaster design, function or capacity will result in a capped grant. ISC will evaluate the desired changes to the scope of work and will utilize their knowledge of policy, engineering and cost estimating to help you in identifying the best course of action to maximize funding.

Prepare PW Versions – Changes in Scope and Cost Overruns or Underruns

Under the PA program, FEMA will only reimburse for eligible scopes of work. If there is a change to the scope of work, ISC will work with you to review the revised scope and notify FEMA immediately. Changes in scope will have to be reviewed for eligibility and EHP compliance requirements prior to the commencement of work. If work associated with the SOW change begins prior to FEMA review and approval, it will jeopardize funding. To minimize this risk, ISC will monitor the recovery progress and identify projects which may require PW versions to address changes in scope of work or costs prior to the start of the construction phase. Any change to scope or costs will require a written request to FEMA. ISC will help to assemble a complete request including a detailed justification and documentation to support the eligibility of the version.

Phase 5: Manage Grants & Performance



In addition to the formulation of projects, ISC will assist in administering the grants and identifying issues or gaps that may cause a problem during audits, jeopardizing federal funding. All PWs will be tracked and monitored from formulation through closeout. ISC will utilize specialized reporting tools to gauge the progress of the disaster and overall compliance with PA program regulations. As work progresses, ISC will help manage documentation requirements and the drawdown of funds, ensuring an efficient payment process.

Establish Audit and Financial Controls and Reporting

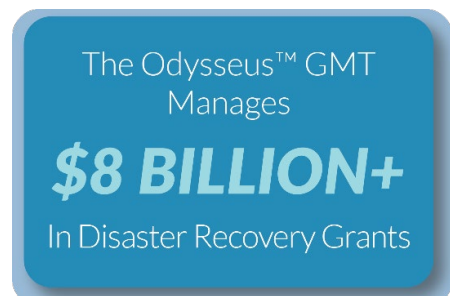
The Office of Inspector General (OIG) may perform audits on projects to ensure integrity and efficiency in government when carrying out essential programs and activities. Some frequent audit findings under FEMA's PA program are poor contracting practices, excessive equipment or labor charges, inaccurate accounting, and unrelated project charges. ISC will work with you to establish audit and financial controls that will reduce the burden of potential audits. This will include, but is not limited to, maintaining file records for each project to account for all associated documentation and accounting records, ensuring costs are consistent with policies and procedures, and that all costs are necessary and reasonable.

Provide Guidance and Recommendations on Mutual Aid Agreements/ Requests

Mutual aid agreements provide a means for jurisdictions to augment their resources when needed for high demand incidents. ISC will work with you to identify potential shortfalls and capability gaps through planning and exercises and make recommendations on establishing mutual aid agreements as part of your preparedness actions.

Perform Internal Controls Assessments and Support Compliance Monitoring Activities

ISC will continuously audit and review projects for compliance with regulatory guidelines, including but not limited to NFIP, procurement and contracting, and environmental and historic preservation. ISC will align the FEMA PA Program around the existing internal financial



management system and processes to assist in establishing a streamlined financial accounting. Accountants and closeout specialists will be assigned to review all projects and associated versions to ensure all eligible costs are captured, sufficient documentation is provided, and all federal funding has been obligated.

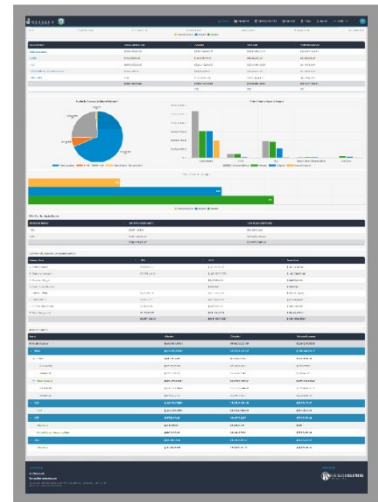
Conduct Site Inspections and Oversee Construction Projects

ISC will utilize experienced construction managers to oversee and ensure timely completion of projects. By utilizing staff that are not only familiar with construction best practices but also programmatic guidelines, ISC can ensure that you recover every dollar spent. We can also mitigate any potential conflicts by accurately documenting necessary changes to the scope of work. Site inspections will be conducted throughout the engagement and tracked in the OES Site Inspection Tool which is integrated into the OES GMT. Real-time reporting will help to gauge timelines and identification of risks/issues that may impact the period of performance or other special considerations.

Project Tracking and Status Reports

Throughout the recovery process, the client will be expected to prepare quarterly reports for the FEMA. Our FEMA PA Program support specialist will assist the client in preparing the required quarterly reports. ISC will monitor and ensure compliance with all programmatic deadlines and assist in the development of time extension requests as necessary.

ISC's web-based recovery tool can be utilized to manage data and track the grant management process. This tool provides a centralized location to collaborate on projects and automates workflow to increase efficiency. A module within this tool allows for the tracking of documentation, correspondence, and requests to ensure a timely response from key stakeholders or Federal partners. Past disaster recovery operations have demonstrated the need for disaster grant management systems to manage and track the disaster recovery funds that a community receives easily and effectively. For this reason, The ISC Team has developed a web-based tool to manage data and track the grant management process. **ISC's Disaster Grant Management Tool** can be integrated into current client processes and systems to help drive workload, track performance, monitor funding queues, create reports, monitor compliance, and audit requirements. This tool provides a centralized location to collaborate on projects and automates workflow to increase efficiency. Personalized dashboards highlight pending tasks and can help gauge the overall progress of the disaster and funding.



Management Costs

ISC uses the same technology for reporting labor hour, invoicing and tracking time-and-materials or task order engagements. ISC's timesheet and expense tracking system is integrated into our project management platform, allowing for ready access of real-time reporting of project budgets and expenditures. This platform also provides pre-built and custom reports and dashboards, empowering all levels of ISC and our clients with a 360-degree real-time information so that they can make immediate, date-driven decisions. ISC's has developed custom timesheet and expense reporting and dashboards that are consistent with FEMA DAC requirements and timely reporting of DAC and non-DAC eligible activities.



Process Appeals and Arbitration

The client has the right to appeal any FEMA determination related to the PA program. Through coordination and open communication with the sub-recipients and FEMA, ISC will mitigate potential project issues or eligibility concerns. In the event of an unfavorable determination, and after all options are exhausted, ISC will develop an appeal utilizing supporting documentation and PA policy to create a comprehensive argument for you within the regulatory timeframes.



To minimize the number of appeals, ISC believes that all PWs should be supported by policy and substantial documentation, including disaster-specific guidance and white papers that help to support eligibility determinations. Each of these documents are developed in coordination with FEMA. In the event of an unfavorable determination by FEMA, and after all options are exhausted, ISC will develop an appeal to create a comprehensive argument. **To date, ISC has a 97% success rate in achieving favorable responses on appeals.**

Phase 6: Reconcile Funds and Closeout



At the end, ISC will assist with the FEMA PA Program closeout process. Our strategy of aligning the FEMA PA Program around your internal financial management system and processes will assist in establishing streamlined financial accounting. Accountants and closeout specialists will be assigned to review all projects and associated versions to ensure all eligible costs are captured, sufficient documentation is provided, and all federal funding has been obligated. ISC will assist you in preparing Final Inspection Reports as necessary.

Establish Closeout Procedures

Closeout is a process in which FEMA determines that all applicable administrative actions and required work have been completed by the client. Properly closing out projects completes the recovery process, and it is ISC's belief that closeout begins at the onset of project formulation.

Efficient and effective closeout requires training applicants on procedures, timelines and required documentation.

Confirm Completion of Work and Reconcile Costs

To effectively closeout a project, the client must demonstrate that the approved scope of work was completed and that funds were expended in accordance with Federal, State, and local laws, regulations, and policies. ISC's closeout specialists will review all PWs, reconcile actual costs to complete the approved scope of work, and when applicable, identify any outstanding funds that are owed to you from FEMA. In addition, ISC will work to obtain documentation to support all eligible costs and approved scope of work. ISC will review the small projects and evaluate if the actual cost to complete all small projects exceeded the original estimate. If the costs complete the scope of work exceed the original estimate, ISC, in coordination with the client, will request a Net Small Project Overrun appeal.



Project Schedule

Our Capacity to Respond to federal, state, and local governments and private entities alike, within a moment's notice, is possible through ISC's network of regional offices and strategically located staff. Our extensive reach and local availability connect ISC to its clients allowing for close oversight, direct communication, and expedient solutions to problems and requirements.

The projected schedule depends on the timeframe established by the Federal Emergency Management and the State of Louisiana for the Preliminary Damage Assessment, Kick-Off Meetings and Applicant Briefings. The exact schedule will be determined in coordination with the City and the severity of the event.

Cost Recovery Program Implementation Schedule	
Task	Deadline for Completion
Project Management	Duration of Contract
Reporting	Duration of Contract
Training	Duration of Contract
EOC Support (if requested)	Within 12 – 24 hours upon Emergency Declaration
Preliminary Damage Assessment	Immediately after the disaster event
Debris Monitoring	Within 90 days of declaration
Request for Public Assistance (RPA)	Within 30 days of declaration
Exploratory Call	Within 7 days of RPA Approval
Recovery Scoping Meeting (RSM)	Within 21 Days of RPA Approval
Site Inspection	Within 60 Days of RSM
Document Damages and Complete Essential Elements of Information (EEI)	Within 60 Days of RSM

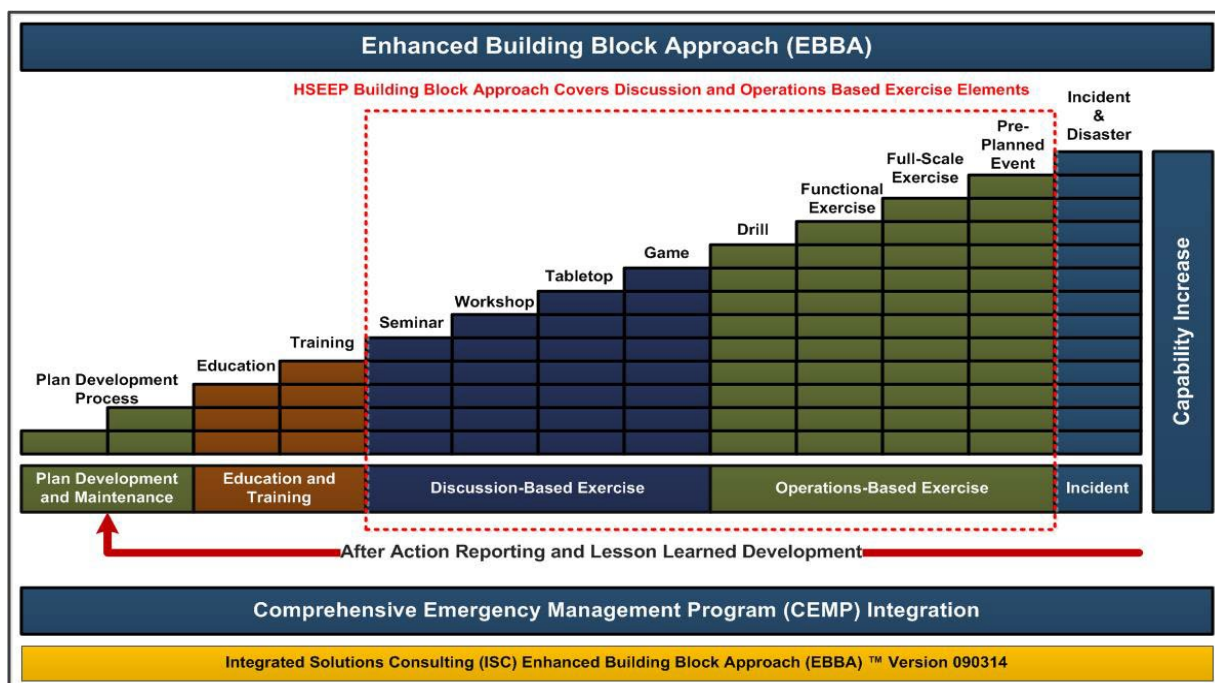
Cost Recovery Program Implementation Schedule	
Task	Deadline for Completion
Project Development (Damage Description, SOW, Cost Est., identification of alternate/improved projects)	Within 180 days of RSM
Grant Administration	Duration of Grant Award
Grant Closeout	Within 180 days of project completion

D.2.3 Training Approach

Of course, plans are only as good as the training and exercising that supports them. ISC has developed concepts that clearly delineates and establishes a collaborative relationship between training, exercising, education, and understanding. Ideally, training and exercises are based on well-developed and functional plans, protocols, and procedures. The RFQ's planning, training, and exercise integrated process and strategy increases the effectiveness of the City's emergency preparedness program.

Training is task oriented and focuses on anticipated outcomes; education focuses on unanticipated outcomes and how to use knowledge to adapt to these situations. This concept can help provide the City with an overall strategy to make training more effective and targeted for specific objectives and audiences.

- ✓ **Training** provides the foundation on how to do things. Through training, personnel gain skill sets and confidence. Training fosters team building and develops expertise. Training is designed for personnel and teams to complete specific tactical tasks.
- ✓ **Education** teaches how to understand doing the right things at the right time. Education provides knowledge and an operational understanding of time, resources, space, and prioritization of objectives and tasks. Education promotes flexibility and creativity for operational and tactical decision makers.



Our philosophy for exercising is a slight modification of the original building block approach from the first version of Department of Homeland Security (DHS) Homeland Security Exercise and Evaluation Program (HSEEP) guidance. We believe that the HSEEP process must work in concert with the planning, training, and after-action reporting to provide a comprehensive program that enhances the capability and capacity of the organization. The concept in the diagram below highlights an aligned overall strategy for an approach to meet the RFP requirements.

In-Person and Virtual Training Development

Team ISC will collaborate with the City to assess and determine which courses will need to be developed for the City. Team ISC will meet with the City to define instructional goals and objectives of each course. If necessary, Team ISC will assist in the research and analysis required when no source material is available and provide subject matter specialists. Team ISC will deliver a needs assessment report which will deliver an overview of the tutorial, its purpose, target audience, training objectives, available resources, training format, tutorial timespan, development timeline, and assessment requirements.

Training topics include, but are not limited to:

- FEMA Public Assistance
- FEMA Individual Assistance
- FEMA Hazard Mitigation Program
- HUD CDBG-DR Program
- Other topics as identified by the City

Scope details for each in-person and virtual training development will include the following phases:

- ✓ **Phase I:** Team ISC will conduct a comprehensive review of the latest City Recovery Plans, SOPs, and any existing training materials, and meetings with City subject matter experts to discuss the training needs and course objectives.
- ✓ **Phase II:** Team ISC will develop course content to include presentation, instructor guides, student guides, exercises, assessments, and other course material, as appropriate. For virtual training programs, Team ISC will develop a storyboard that details the goals and objectives, talking points and instructor scripts, media content, and tutorial assessment. Draft and final copies of relevant online tutorial materials and instructor guides will be presented in meetings with the City's project management team.
- ✓ **Phase III:** Team ISC will develop and implement an evaluation strategy to assess the tutorial's ability to achieve instructional goals and objectives. This may include the development and delivery of modular practical exercises. Team ISC will work with the City to predetermine the online tutorial implementation plan and the format for delivery. Team ISC will detail the instruction design strategy and utilize an industry-leading instructional design methodology such as the Analysis, Design, Development, and Implementation and Evaluation model (ADDIE) or Successive Approximation Model (SAM). Once all content is developed, Team ISC will test and validate the course in a mock training delivery and make any corrections or enhancements, as necessary.
- ✓ **Phase IV:** Team ISC will evaluate all existing courses to ensure accuracy and relevance of the content and make any updates, as necessary. Team ISC will also evaluate the recovery training needs of the City and determine if any additional courses or trainings are needed.

At a minimum, ISC will work with the City to develop and/or update the plans highlighted below:

1. Emergency operations plan and supporting annexes, policies, and procedures
2. Continuity of operations and continuity of government plans
3. Crisis communication and warning plans
4. Debris management plan
5. Resource management plan
6. Post-disaster recovery plans, including housing and economic recovery plans
7. Gap analysis and strategic plan, which identify budget and funding sources to meet those gaps.
8. Regional response coordination, and preparedness plans

TAB E. FINANCIAL HISTORY



RSM US LLP

20 N. Martingale Rd., Suite 500
Schaumburg, IL 60173

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F +1 847 517 7067

www.rsmus.com

June 21, 2022

PRIVATE

To whom it may concern:

In connection with a proposal for services, inclusive of a request concerning the financial condition of Integrated Solutions Consulting Company, (the "company") as of December 31, 2020, we are pleased to provide the following data, as represented to be the book basis for amounts reported on Form 1120S, as filed with the Internal Revenue Service for the tax year ended on such date (the most recently filed income tax return):

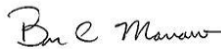
1. 3-Year operating income as a percentage of revenue was -5%, -20%, and 1% for 2019, 2020 and 2021 respectively.
2. Working capital turnover was 769.42% (based on ending working capital balances)
3. Quick ratio was 119.0%
4. The revenue growth rate was -3%, -3%, and +34% for 2019, 2020, and 2021 respectively

As there is not a compilation, review or audit performed on the information provided above, the above amounts are verifiable for external reporting purposes only by the US tax filing and are not guaranteed as to their accuracy or completeness, other than meeting diligence requirements applicable to tax return preparers afforded under IRS Circular 230.

If there is any further information that you need, please do not hesitate to contact me.

Sincerely,

RSM US LLP



Brian C. Marrano
Partner

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.

TAB F. PROPOSED FEES AS COMPLETED ON (ATTACHEMENT 1) – SERVICE COSTS / FEES PROPOSAL

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(ATTACHMENT 1) SERVICES COSTS/FEES PROPOSAL

CITY OF PORT ORANGE

RFP #23-15

Disaster Debris Monitoring & Grant Consulting Services

Completed (Attachment 1) Services Costs/Fees Proposal form MUST be included with Submittal.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS: Integrated Solutions Consulting

CONTACT PERSON: Daniel Martin

EMAIL ADDRESS: Dan.Martin@i-s-consulting.com

AUTHORIZED SIGNATURE:

ITEM #	EMPLOYEE/SERVICE CATEGORY	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1	Project Management/On Site	100	\$ 194.43	\$ 19,443.00
2	Operations Manager/Administrator	50	\$ 164.69	\$ 8,234.50
3	Project Coordinators	150	\$ 146.28	\$ 21,942.00
4	Training and Exercise Coordinator	150	\$ 143.20	\$ 21,480.00
5	Data Manager	150	\$ 126.64	\$ 18,996.00
6	Field Collection Monitor/Supervisor	7,000	\$ 52.75	\$ 369,250.00
7	Debris Site/Tower Monitor	3,000	\$ 52.75	\$ 158,250.00
8	Crew Monitor	300	\$ 78.25	\$ 23,475.00
9	Emergency Management Planner	150	\$ 143.20	\$ 21,480.00
10	Senior Grant Consultant	60	\$ 175.34	\$ 10,520.40
11	FEMA Reimbursement Specialist	100	\$ 146.28	\$ 14,628.00
12	Quality Control Manager/Invoice Analyst	150	\$ 114.62	\$ 17,193.00
13	Grant Management Consultant	50	\$ 139.34	\$ 6,967.00
14	GIS Analyst	100	\$ 126.64	\$ 12,664.00
15	Administrative Support Staff	300	\$ 67.15	\$ 20,145.00
16	On Site Supervisor	1,000	\$ 68.15	\$ 68,150.00
17	Site Supervisor or Area Supervisor	1,500	\$ 68.15	\$ 102,225.00
18	Attorney	25	\$ 246.64	\$ 6,166.00
19	Subject Matter Expert	25	\$ 234.88	\$ 5,872.00
TOTAL COST:				\$ 927,080.90

Proposer may submit a schedule of additional positions, with corresponding hourly rates on the form below. Proposer must attach a job description for each additional position submitted.

THE FEES FOR ADDITIONAL POSITIONS ARE FOR FUTURE USE IF NECESSARY BY THE CITY. THEY WILL NOT BE A FACTOR IN THE EVALUATION OF COST.

The hourly rates shall include all costs associated with the position, including but not limited to applicable insurance, overhead and profit, travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

ITEM #	ADDITIONAL POSITION(S) IF REQUIRED	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1	Odysseus™ ADMS Usage Fee <i>This is a service charge for the Odysseus™ ADMS field unit which includes licensing, data usage, technical support, and equipment. Fee is a per hour, per person while using the device.</i>	1000	\$ 10.00	\$ 10,000.00
2	Odysseus™ Damage Assessment Usage Fee <i>This is a service charge for the Odysseus™ damage assessment field unit which includes licensing, data usage, technical support, and equipment. Fee is a per hour, per person while using the device.</i>	1000	\$ 10.00	\$ 10,000.00
3	IT Tech Support <i>Responsible for overseeing equipment, performs regular maintenance and updates software as needed. Provides technical support to internal and external staff and implements company policies and procedures.</i>	10	\$ 184.72	\$ 1,847.20
4				
5				
6				
7				
8				
9				

APPENDIX I. RESUMES

Please see the following pages for our Key Personnel Resumes.

DANIEL MARTIN, PHD, CEM

Project Executive



PROFILE

Daniel Martin is the world's first to hold a PhD in Emergency Management and recognized internationally for bridging the disciplines of emergency management and environmental sciences (climate change). He is a seasoned emergency manager whose experience covers all fundamental areas of the discipline to include response, recovery, mitigation, and preparedness to include planning, training, and exercises.

Dr. Martin is a seasoned program manager and consultant, managing over 300 consulting engagements and managing several large Federal Emergency Management Agency (FEMA) and other U.S. federal emergency management contracts totaling over \$2.5 billion. His project experience ranges from development of hazard mitigation plans for some of our Nation's largest communities to conducting tabletop and functional exercise on a wide variety of hazard topics and special events such as the Super Bowl. He has developed community disaster recovery plans, community preparedness surveys, hurricane preparedness commercial video to the creation of a community vulnerability and hazard risk analysis tool with over 4,500 scientifically based measurements. His experience in emergency management is extensive and maintains a high standard of performance for every client he serves.

In addition to his planning and preparedness experience, over the course of his career, Dr. Martin has responded to over 50 U.S. Nationally declared disasters and has been instrumental in many of FEMA's programmatic initiatives to improve the United States emergency management system since 9/11. His disaster experience includes all the major United States disasters to include 9/11, Hurricanes Katrina (New Orleans), Sandy (New York City), Harvey (Houston), and Maria (Puerto Rico) where he served in various leadership roles during disaster recovery operations. He has prepared, provided oversight, and/or managed the development, reconciliation, final closeout, and appeals of over \$5 billion in disaster recovery and mitigation grants under the FEMA Public Assistance, FEMA Hazard Mitigation Grant, and HUD CDBG-DR programs. In 2018, Dr. Martin served as the lead Subject Matter Expert to investigate the Puerto Rico Recovery Operation following Hurricane Maria, help resolve operational and programmatic issues. Dr. Martin's efforts resulted in putting Puerto Rico on the correct path for disaster recovery.

Dr. Martin's contributions to the emergency management industry has been recognized by two former Presidents of the United States and has received commendation from FEMA Headquarters, senior client officials, and emergency management scholars for his extensive knowledge of the field of emergency management as well as the federal programs, regulations, policies, and disaster operational practices.

EXPERTISE & CERTIFICATIONS

- Comprehensive Emergency Management Planning
- Disaster Ops & Assistance Programs
- Community Disaster Recovery
- Hazard Vulnerability, Risk & Resiliency
- Critical Infrastructure Engineer
- Emergency Management Research Methods
- Certified Emergency Manager
- Certified Homeland Security Professional
- Certified Emergency Manager
- Institution Review Board Certified
- American Society of Civil Engineers; Rebuilding the New Orleans Region: Infrastructure Systems and Technology Innovation Forum; Guest Lecturer

YEARS OF EXPERIENCE

- 30+ years of experience

EDUCATION

- MA & PhD, Emergency Management
- BS, Environmental Engineering
- Graduate Studies, Public Health & Sociology
- Critical Infrastructure Engineering (Minor)
- Completed and developed course curriculum for EMI as well as graduate and doctorate level courses on various topics

RECOGNITION

- President Barack Obama Letter of Recognition
- President George Bush Letter of Appreciation
- 2003 President's Award

RELEVANT PROJECT EXPERIENCE

- DHS – FEMA; National Response & Recovery Directorate Planning & Coordination Program; Program Director; ISC; 2010 – Present.

DANIEL MARTIN, PHD, CEM

Project Executive



- DHS – FEMA; National Catastrophic Planning Technical Assistance Program; Managing Principal; ISC; 2015 – Present.
- DHS – FEMA; Nationwide Infrastructure Response & Recovery – Public Assistance TAC Support; Managing Principal; ISC; 1998 – Present.
- Department of Interior: Bureau of Indian Affairs Emergency Management Services; Managing Principal; ISC; 2014 – Present.
- Miami-Dade Emergency Management & Homeland Security Consulting Services; Managing Principal; ISC; 2009 – Present.
- San Diego As-Needed Emergency Planning Services; Managing Principal; ISC; 2015 – Present.
- Houston-Galveston Area Council All Hazards Preparedness, Planning Consulting, and Recovery Services; Managing Principal; ISC; 2012 – Present.

GLEN LAFOND

Project Manager



PROFILE

Glen LaFond has more than 25 years combined of Emergency, Construction, Project, and Financial Management experience in both the public and private sector. For the past 15 years, Glen has worked on 16 disasters, including flood, wind, and earthquake hazards. Due to his commitment to the emergency management discipline, Glen achieved FEMA's highly coveted Advanced Professional Series Certificate in Emergency Management and completed the National Fire Academy's Type 3 All Hazard IMT Technical Assistance Program. Mr. LaFond has the knowledge, skills, and abilities to manage a disaster at any level, including Federal, State, County, local jurisdiction, and private sectors. His experience in responding to and working multiple disasters, coupled with his background in the construction industry, give him a unique insight into the Emergency Management field that has proven invaluable to his applicants and clients. Glen is a FEMA policy and procedural expert with strong technical writing skills that he uses to write project worksheets as well as appeals to ensure maximum grant awards for his applicants.

Most recently, Glen has been serving as the Program Director for 3 clients in Southwest Louisiana. He is currently overseeing more than \$160 million in FEMA grants to help his applicants recover from the devastating affects of Hurricane Laura and its 150 mph winds. As a Section 428 PAAP Alternative project policy specialist, Glen has directed over \$80 million into this complicated FEMA grants program. This has allowed his clients to maximize their grant funding while also allowing them the greatest flexibility with their funding as they repair and rebuild their facilities. The experience and professional knowledge of Glen and his team has allowed his clients to far outpace the other applicants in this disaster in terms of the amount of obligated and hazard mitigation funds received.

Before his currently deployment, Glen served as a FEMA Emergency Management consultant in New York State on Hurricane Sandy DR-4085 where he wrote more than \$700 million in Public Assistance Project Worksheets across all categories of work for restoration and mitigation efforts, including grants written under the newly created Public Assistance Alternative Procedures Program (PAAP). He has used his construction management and estimating background to assist applicants in developing scopes of work and wrote his own restoration CEF estimates and mitigation Cost Benefit Analyses for critical infrastructure that included wastewater treatment plants, State, and prominent local government entities as well as school districts and housing authorities. Mr. LaFond also has been deployed as an Insurance Specialist where he prevented over \$120 million in duplication of disaster benefits and resolved outstanding insurance issues in appeal or OIG audit during the FEMA grant closeout process.

EXPERTISE & CERTIFICATIONS

- FEMA Public Assistance
- FEMA Individual Assistance
- FEMA PA Policy, Guidelines and Regulations
- Project Management
- Construction Management
- 404 / 406 Hazard Mitigation
- Cost Estimating (CEF) and RS Means
- Section 428 PAAP
- Insurance
- Alternate & Improved Projects
- Program Delivery Manager (PDMG)
- Site Inspection
- Public Assistance Coordinator (PAC)
- Writing Project Worksheets

YEARS OF EXPERIENCE

- 25+ years of experience

EDUCATION

- BA, Business Administration
- Advanced Professional Series in Emergency Management from FEMA
- State of Florida's GOLD State Management Team (SMT)
- National Fire Academy's All Hazards Incident Management Team (AHIMT)
- Grants Manager / Grants Portal

GLEN LAFOND

Project Manager

EMERGENCY MANAGEMENT CONSULTANT, INTEGRATED SOLUTIONS CONSULTING, APRIL 2013 – PRESENT

- Project Manager for ISC on Hurricane Laura, and damages to the Harbors and Airports. Primary PM and POC between clients and project reps.
- Technical Assistance Consultant (TAC) to FEMA for Hurricane Maria DR-4339; served as PDMG and Grants Manager reporting specialist.
- Technical Assistance Consultant to FEMA for Hurricane Sandy DR-4085; served as Project Specialist.
- Wrote over \$500 million in Public Assistance Project Worksheets (PW's) across all categories of work including writing Section 428 PAAP Projects
- Wrote projects for Airports, tunnels, bridges, school districts, housing authorities and wastewater treatment plants.

EM CONSULTANT / PROJECT MANAGER LAFOND CONSULTING, LLC, 2013 – PRESENT

- Emergency Management Consultant to Florida League of Cities (FLC) / Florida Municipal Insurance Trust (FMIT)
- Worked with League members, FEMA and the State of Florida to reconcile claims and reduce municipal de-obligation exposure by over \$120 Million.
- As a Project Manager for FMIT, worked expeditiously to repair flooded NASA building with over \$5M in damages while staying within budget & timeline.
- Puerto Rico: DR-4339 Hurricane Maria, Public Assistance Emergency Grant Program, Disaster Recovery Specialist – October 2017 – May 2018

PA COORDINATOR (PAC), FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM), 2008 – 2011

- Provided assistance, support, and consultation to local governments throughout Florida for FEMA's Public Assistance Program
- Responded to multiple disasters conducting preliminary damage assessments (PDA's), Applicant Briefings and writing Project Worksheets (PW's)
- Responsible for writing over 150 closeout versions for large projects from the 2004-2005 Florida hurricanes
- operations, work product and deliverable for accuracy and completeness.
- Evaluate individual performance of field staff, conduct progress assessments, variance analyses and corrective action plans.
- Develop monthly progress and performance reports on field operations and personnel for FEMA.

MAINTENANCE AND CONSTRUCTION MANAGER, CLARK PROPERTIES, 2005 – 2008

- Managed a construction and maintenance crew of 20-25 team members.
- Project Manager for dozens of commercial construction projects and build outs.
- Maintain 12 self-storage facilities, numerous commercial properties, and mall.

ERIC J. ZABUKOVEC

Deputy Project Manager



PROFILE

Mr. Eric Zabukovec is highly skilled in supervisory and managerial techniques with an emphasis on Emergency Management and Recovery. He has a vast experience in Public Assistance (PA), PA grants, PA policies and guidelines and interpretation and analyzation of grants and the PA Process. He is experienced in project worksheet development, appeals, time extension and final inspections, having worked in PA and disaster recovery almost 10 years.

He excels in the ability to design systems logic and process information logically; to prepare technical program specifications for complex applications; to analyze and interpret data within an application system; to communicate business information effectively and in writing to users to determine work priorities, assign work and ensure accurate complete of work assignments; to establish and maintain effective working relationships with others. He has exceptional organizational, communication, analytic, and problems solving skills with the capacity to work effectively with people at all levels of an organization. With proven leadership skills; able to make sound decisions and accept increasing levels of responsibility, a reputation for displaying professionalism and high levels of integrity, high level of experience generating reports from databases; and compiling and analyzing data for making management recommendations.

Along with Mr. Zabukovec's 13 years in PA and grant management, he also has over 8 years' experience managing IT for various companies, including the State of Florida's Division of Emergency Management.

EXPERTISE & CERTIFICATIONS

- FEMA Public Assistance
- FEMA PA Policy, Guidelines and Regulations; PAAPG, PAAP, 44CFR, Stafford Act
- Grants Manager / Grants Portal
- Grant Management
- Policy Interpretation and Issues
- Project Management
- Public Assistance Categories A-G
- Project Worksheet Development
- Closeouts
- Appeals
- Time Extensions
- Final Inspections
- Financial Analysis
- Report Development, Analyzation and Maintenance
- Information Technology (IT) Management
- Technical Program Specs for Complex Applications
- NIMS, ICS Compliance
- JD Edwards Accounting/PeopleSoft, AS400 Platform, Linux
- EMMIE, NEMIS

EDUCATION

- B.S. Finance, University of Central Florida, 2001
- A.S. Business Administration, 1998

RELEVANT PROJECT EXPERIENCE

Hagerty Consulting, June 2021 – June 2022

- DR-4486-FL COVID-19 Pandemic, Project Executive
- EM-3560-FL Surfside Building Collapse, Deputy Project Manager
- DR-4486-FL COVID-19 Pandemic, Recovery Specialist, Miami-Dade County

CDR / Maguire, 2018 – 2021

- DR-4399-FL Hurricane Michael, Project Manager

DSI, Inc. / FDEM State Contractor, 2008 – 2012 and 2016 - 2018

- DR-4280-FL Hurricane Hermine, Senior Project Specialist / State PAC, assist Franklin County with PA project formulation
- DR-4283-FL Hurricane Matthew, Senior Project Specialist
- DR-1539, 1545, 1551, 1561, 1602 1609-FL

Integrated Solutions Consulting / AECOM, 2012 - 2017

- DR-4085-NY Hurricane Sandy, Project Specialist
- DR-4269-TX Texas Tax Day Floods, Project Specialist
- State of Florida Division of Emergency Management, LLC, Office Automation Specialist / Planner IV /Grants

CARL “RAYMOND” BARK

Debris Specialist



PROFILE

Highly skilled debris specialist, specialized in debris operations and site inspections. Program Delivery Manager (PDMG) for the FEMA PA process. Assigned as PDMG for DR 4424 OH in Marietta, Ohio while working as a contractor for ISC.

EXPERTISE & CERTIFICATIONS

- Debris Operations
- Debris Team Lead
- Project Specialist
- Site Inspections
- Grant Management
- Program Delivery Manager (PDMG)

YEARS OF EXPERIENCE

- 18+ years of experience

EDUCATION

- 96 hours of College credits
- Continuing education at the following Schools: Florida Bible College, Tennessee Temple College and Colby Community College

RELEVANT PROJECT EXPERIENCE

2018 – Present, Contractor

Integrated Solutions Consulting (ISC), 05/31/2019 to 09/09/2019

- Completed two weeks training for PDMG
- Assigned as PDMG for DR 4424 OH in Marietta, Ohio
- Performed Exploratory Calls with assigned Applicants
- Performed Kick-off meetings
- Interfaced with Applicants to collect documents for Sub-Grant Applications
- Uploaded project documents into Grants Manager
- Scheduled Site Inspections and reviewed SIR's
- Performed task to complete Applicant Projects
- Sent Projects to CRC when complete

08/19/2018 to 12/09/2018

- Completed two weeks training for PDMG
- Assigned as Task Force Lead / Hurricane Harvey DR-4332-TX / Corpus Christi, Texas
- Performed daily interface with local leadership team
- Performed daily team huddles
- Performed weekly sit-withs / PDMG's
- Reviewed Projects
- Provided guidance to team members as necessary
- Attended in field meetings with PDMG's
- Reviewed PAPA Guide for reference
- Interfaced with TAC leadership as necessary

2008 to 2016: FEMA RESERVIST (2016 – 2018 Semi Retired)

- Performed duties as a Project Specialist in numerous disasters in the following States: Arkansas, Oklahoma, Mississippi, Kansas, Illinois, New Jersey, Tennessee, New Mexico, Louisiana, Iowa, and Texas

CARL “RAYMOND” BARK

Debris Specialist



- Completed numerous Sub-Grant Applications in Categories A through G
- Uploaded and wrote projects directly into Emmie
- Worked Debris assignments monitoring and documenting debris activities
- Completed 50 plus training modules with FEMA including IS 100, 200, 700. My certificates should be preserved in the FEMA Knowledge Center
- Performed duties as a PAC in the State of Iowa
- Worked in the Long-Term Recovery Center in Louisiana for six months

2004 to 2008: CONTRACTOR / PILOT CATASTROPHE

- Debris Operations in the Following States: Florida, Oklahoma, Texas, Kansas and Louisiana
- Debris team lead / Debris Specialist Hurricane Ivan / Okaloosa County & Santa Rosa County
- Field representative for demolition project / Hurricane Rita / Sabine Pass, Port Arthur and Orange Texas
- Field representative for Coast Guard Mission Assignment / Hurricane Katrina / Clean-up of Navigation Channels / Documented and monitored activity.
- Documented demolition project / Greensburg Kansas
- Wrote Category C projects in the State of Kansas

JON CARROLL

Drone Specialist



PROFILE

General Contractor in California licensed in December 1992, California License# 661688, and prior to 1992 I had 5 years construction experience in all facets of building Construction including but not limited to Damage assessment, cost calculations, estimating Supervisor capacity and ordering and managing building products for utilization in the current project ongoing at that particular time.

Utilization of Board Certified, California Contractors License # 661688, Hazardous Substances Removal and Remedial Actions Certification for Various Projects throughout the State of California General Contractor, Licensed in Oregon 1999, Oregon License # 137696, to present time. Proactive and experienced in managing a variety of construction teams and projects. Successful in creating effective communication between clients, personnel, Sub-contractors, and the management team. Employed by Ross Valley Fire Department From 1985 to 1988 as a Firefighter.

Accomplishments include: Managed numerous large size/money projects, while supervising a team of 3-7 employee s, 5-10 sub-contractors, material suppliers, ongoing permit acquisition, payroll and daily field reports for each employee with an end result of a completely satisfied customer(s). Trained and mentored over approximately 10 construction workers, general laborers and apprentices while in my employ.

EXPERTISE & CERTIFICATIONS

- California Board Certified Hazardous Materials certified, Ca Lie # 661688
- Heavy Equipment Operator
- Blueprint fluency
- Residential construction specialist
- Permit acquisition and expeditor
- Communication skills oriented
- Emergency Medical technician
- FEMA "Project Specialist" Hired 7-27- 2015
- Project budgeting
- Power and hand tool operation
- Building codes and regulations
- Estimating
- Commercial Driver's license incepted 1977
- Damage assessment
- Trained extensively with certified personnel to learn and successfully fly a variety of helicopters.
- FEMA Certified IS-00634

YEARS OF EXPERIENCE

- 30+ years of experience

EDUCATION

- HS diploma
- One year of Community College

RELEVANT PROJECT EXPERIENCE

Complete Home Repair & Construction Inc. Ca Lie # 661688, General Contractor/Project Manager/Estimator 1992 – Current

- Complete Home Repair & Construction Oregon Lie # 137696 incepted in 1999 and to present time.
- Led the planning, budgeting, and direction of all construction projects.
- Led and managed resolution of all issues during project construction
- Qualified competitive subcontractor bids prior to execution of contracts Carefully coordinated plans and specs using marketing programming standards.
- Facilitated processing of Permit applications with requested information, among the local area building inspectors, the owner and/or the owner's consultants.
- Educated personnel on the quality standards throughout the construction process. Assigned projects and tasks to employees based on their competencies and specialties.
- Followed through with competent execution of project plans by providing proper tools and equipment to all construction personnel.
- Coordinated training for the construction teams on site-specific requirements, techniques and procedures.
- Properly maintained all on site equipment and vehicles.
- All projects performed were properly permitted, inspected, and when completed they had final inspection by Building department. All documents, Pictures, were copied and submitted to Owners in a Professional/ ordered fashion.

DANIEL GALÁN-KERCADÓ

EHP Specialist



PROFILE

Top notch environmental professional with a wide trajectory in the environmental and management field covering environmental permits, project development and environmental consulting.

Remarkable career directing divisions and government agencies, distinguished for combining environmental knowledge and business acumen fostering effective management with economies of scale, process improvement and efficiency while maintaining focus on the primary mission of quality for the community.

Subject Matter Expert and opinion leader in environmental matters both in the private and public sectors: social responsibility programs, municipal ordinance plans, construction plans, research, regulatory systems, public policy, and conservation plans among many others.

Employ effective leadership and communication resulting in high performance teams dedicated and ready to embrace new responsibilities. Excellent relationships with government agencies, private entities, members of the community and the media. Fully Bilingual (English & Spanish).

EXPERTISE & CERTIFICATIONS

- Florida Department of Environmental Protection Stormwater, Erosion, and Sedimentation Control Inspector and Trainer Certification
- International Society of Arboriculture - Certified Arborist
- Knowledge in the ArcView GIS (Geographical Information Systems) software
- NPDES Permit Writer Training
- OSHA Hazwoper 40 hrs
- OSHA Construction 30 hrs
- ASQ Certified Quality Auditor
- Certified Environmental and Safety Compliance Officer
- Certified Environmental Professional
- Certified Environmental Stormwater Compliance Professional
- FEMA Program Delivery Manager Certification and FEMA Homeland Security Clearance

YEARS OF EXPERIENCE

- 26+ years of experience

EDUCATION

- Master's Degree in Environmental Management, 2012
- Bachelor's Degree in Biological Sciences, Major in Biology, 1991

RELEVANT PROJECT EXPERIENCE

Environmental Consultant (2002-2008 / 2012-Present), Intuitive Consulting / Golden Environmental Corporation

- FEMA Program Delivery Manager (PDMG) Contractor assisting the Harris County Government in Houston TX for the Harvey Disaster. As PDMG, we provided assistance to the County in developing damage inventory items, projects, coordinating site inspections, coordinating with the state representatives and meeting stakeholders as needed.
- Provide consulting services to clients both in the public and private sectors on planning related to commercial and residential development, farmlands, permits, reforestation, and social responsibility: preparation of environmental assessments and environmental impact statements, mitigation plans, planting and reforestation, and municipal ordinances. Worked directly with the Corps of Engineers, Environmental Protection Agency, local and federal agencies. Developed maps using GIS software.
- Prepared environmental audits, wetland delineations and mitigation plans, construction storm water pollution prevention plans (Swppp) and inspections for top commercial and residential developers. Also prepared and inspected industrial Swppp for companies such as Lufthansa Technik.
- Attended meetings with state and federal monitoring and discussion agencies related to in-transit permits; participate in public hearings related to construction projects.
- Worked with the local municipalities in the development of Municipal Separate Storm Sewer Systems (MS4's).
- Provided environmental consulting to improve Plaza del Caribe and Plaza Las Americas shopping centers.
- Created public relations campaigns with social responsibility programs for Reckitt Benckiser.

DANIEL GALÁN-KERCADÓ

EHP Specialist



- Provided planning, government affairs guidance and environmental consulting for projects in Costa Rica and the Dominican Republic.

Secretary Department of Natural Resources and Environmental and Puerto Rico National Parks Executive Director (2009-2012), Government of Puerto Rico

- Directed an agency with 1,600 employees with a \$72MM budget and a second one with 460 employees and a \$31MM budget (federal and local funds) responsible for administrating and protecting high ecological value areas including parks, beaches, and recreational facilities and creating conscience on environmental protection.
- Ensured conservation, preservation, distribution, management, introduction, propagation and restoration of resident, migratory and exotic wildlife, plants and animal species, both terrestrial and aquatic. Monitored usage, regulations, licenses and permits.
- Influenced legislature and other government agencies in the implementation of public policy on natural resources and compliance. Adopted, amended and repealed regulations that affect natural resources.
- Developed collaboration agreements with community groups and non-government organizations; identified funding from different sources.
- Carried out investigations to obtain data on the population, distribution, habitats, limiting factors and other biological and ecological needs to determine assertive conservation measures for the sustenance and survival of wildlife.
- Established, constructed, developed, operated and maintained recreational facilities.
- Created contracts with state and federal agencies and transferred funds for the protection of watersheds and the study of the conservation and development of water resources.

Director, Forest Management Division (1999-2002), Department of Natural and Environmental Resources, Government of Puerto Rico

- Directed all activities carried out in state forests; supervised 120 employees, land use, forest management and permits. Prepared work plan, public notices, participated in symposiums and prepared environmental assessments.
- Conducted field assessments and provided guidance to employees, communities, municipalities and government agencies on conservation and better utilization of resources.

Director, Recreation and Land Use Section (1996-1999), Department of Natural and Environmental Resources, Government of Puerto Rico

- Managed recreational activities carried out in state forests, supervising 120 employees with a \$7MM budget. Ensured regulatory compliance, safety protocols and service quality. Delivered training, promoted continuing education, evaluated permits and environmental documentation.

PHIL “ARTHUR” GANEZER

Senior Consultant/Financial Analyst



PROFILE

Mr. Phil (Arthur) Ganezer has over 30 years of professional work experience in Business, Economics and Accounting. He has more than 15 years in the FEMA Public Assistance Program in which he served as Program Delivery Manager, Project Specialist, Financial Analyst / Accountant, and Cost Estimator. He has assisted both public and private-non-profit organizations, preparing Category A – G projects as well as analyzing financial statements, compiling Community Disaster Loan Documentation, and formulating regional housing and economic development projects for long-term community recovery. Phil has worked on ten FEMA disasters preparing grants totaling more than \$2 billion for housing, hospitals, schools, libraries, roads, bridges, tunnels, levees, and a variety of other facilities. While in New York he created the Facility Cost Estimator (FCC), which is still in use today, to capture construction cost estimates for all New York City Office of Management and Budget projects.

Using his economics and accounting background Phil assisted his applicants by creating detailed analyses of their financial statements tracking recovery dollars and project status resulting in the approval of more than \$100 million in FEMA loans. Prior to FEMA, Phil worked in the Real Estate Development industry most notably he was a Program Manager for Strategic Financial and Economic Analysis for the Los Angeles County Metropolitan Transportation Authority (MTA). As their chief economist, he solicited and evaluated real estate development proposals; directed selection committees; conducted negotiations between MTA, developers, and other agencies; monitored conformance during pre-development and construction; and prepared budgets and ad hoc financial analyses. He can manage multiple projects, tight deadlines and identify and recommend solutions. He has exceptional computer skills and written, and oral communication skills. He has trained as a PDMG and in Grants Manager and is experienced with CEF and RS Means.

EXPERTISE & CERTIFICATIONS

- FEMA Public Assistance Policy and Guidelines
- FEMA Program Policy
- Program Delivery Manager (PDMG)
- Grants Manager / Grants Portal
- Financial Analyst / Accountant
- Community Disaster Loan Program (CDLP)
- Facility Cost Estimator (FCC) Development
- Strategic Financial and Economic Analysis
- Program Manager
- Development Manager
- CEF and RS Means
- FEMA Categories A-G
- Project Worksheet Writing
- Private-Non-Profits
- Development of Financial Models
- Real Estate Development and Redevelopment Projects

YEARS OF EXPERIENCE

- 30+ years of experience

EDUCATION

- Master of Business Administration
- B.A, Economics
- Licensed Real Estate Broker, California
- Program Delivery Manager (PDMG) Training
- Grants Manager / Grants Portal

RELEVANT PROJECT EXPERIENCE

Arcus / AECOM Recovery / ABS, Program Delivery Manager (PDMG) / Project Specialist / Accountant / Cost Estimator, 2005 – 2020

- Represented FEMA to public and non-profit organizations. Prepared Public Assistance (PA) Category A thru G grants. Estimated repair costs. Analyzed financial statements and prepared Community Disaster Loan documentation. Formulated regional housing and economic development projects for long-range community recovery. Presented regional disaster summary to local and regional leadership.
- Prepared more than \$2 billion in grants for housing, hospitals, schools, libraries, and other facilities.
- Prepared hundreds of formal correspondences responding to Applicant and Grantee requests
- Prepared detailed construction cost estimates using the Cost Estimate Format (CEF) with RS Means.
- Created the Facility Cost Calculator (FCC) which is used for all NYC Office of Management and Budget projects as a substitute for the CEF on DR-4085-NY.
- Prepared complex tax revenue and operating cost projections for various organizations hardest hit by disasters. Obtained approval for loans totaling more than \$100 million from FEMA.

PHIL “ARTHUR” GANEZER

Senior Consultant/Financial Analyst



- Evaluated detailed financial statements from numerous Applicants and rapidly produced complex financial analyses that endured peer review.

Disasters, Strategies and Ideas Group LLC, Florida Division of Emergency Management, 2012 – 2012

- Represented the State of Florida PA for Tropical Storm Debby, DR-4068-FL.
- Advocated for disaster affected organizations seeking PA funding from FEMA.
- Using experience working for FEMA, I successfully increased the total amount garnered.

Los Angeles County Metropolitan Transportation Authority (MTA), Project Manager, 1996 – 2004

- Solicited and evaluated real estate development proposals. Directed selection committees. Conducted negotiations between MTA, developers, and other agencies. Monitored conformance during pre-development and construction. Prepared budgets and ad hoc financial analyses
- Recommended contracts and policy to the Board of Directors, CEO, JP Morgan, LA Mayor's Office, FTA, and the US Inspector General. Completed four successful projects encompassing more than 12 acres, 1,000 apartments, 338 Condominiums, a hotel, 100,000 sq. ft. of retail space, and an 800-student school.
- Created the comprehensive financial model forecasting 80+ revenue sources, consolidating \$100+ billion and comprised of 200 linking worksheets used by top management for regional transportation planning, stakeholder conformance, and liquidity evaluation.
- Employee of the month December 1999.

APG Real Estate, Development Manager, 2004 – 2012

- Created value for investors entitling and constructing luxury homes. Assembled development team; Negotiated contracts; Represented projects at public hearings; Selected, trained, and directed professional staff and consultants.
- Presented plans at five public hearings for a luxury home without sewer or gas service located in the Mulholland Specific Plan, challenging local ordinances, winning entitlements, and variances.
- Through due diligence and negotiations with the city and adjacent landowners assembled and completely entitled a downtown office building for conversion to luxury condominiums.
- By selecting urban infill sites and winning entitlements and variances, achieved an Internal Rate of Return (IRR) of 35%.

Pacific Ocean Properties, Inc, Manager, 1988 – 1996

- Directed staff and performed analyses for real estate development and redevelopment projects ranging from \$20 to \$80 million. Clients: Janss Corp., UCLA, City Pictures, and Marvin Davis. Negotiated consultant engagement contracts. Coordinated financial, economic, and market analyses and other contracted services.
- Drawing on network and client referrals, built a client base supporting five employees and generating annual revenues of more than \$250,000.

Natelson- Levander- Whitney, Associate, 1985 – 1988

- Prepared financial, economic, and market studies for public and private real estate clients such as Amfac Property Development, Ahmanson Development, City of Los Angeles, University of California at Los Angeles, and the U.S. Department of Defense.
- Created custom, sophisticated financial models for analyzing complex real estate projects and optimize financial performance measures such as Cash-on-Cash, IRR, ROI, ROA, ROE, NPV, and FV generating an increase in billable hours of 20%.

EARL HENRIKSON

Senior Consultant / Estimator



PROFILE

40 years' experience in Construction, Construction Estimating and Construction Management. Skilled at process of consultation to resolve issues in group settings through adherence to fact and clear goals. Diplomatic and professional attitude. Work cooperatively with a wide range of personalities, equally effective working as team lead, as a member of a team or alone. Experienced in CEF, RS Means Costworks, MS Project, excel, and various other spreadsheet based estimating programs.

EXPERTISE & CERTIFICATIONS

- Construction
- Construction estimating
- Construction management
- CEF, RS Means
- Estimator
- Emergency Management Project Specialist

YEARS OF EXPERIENCE

- 40+ years of experience

EDUCATION

- Associate Degree in Arts (English) - Green River Community College, Auburn, WA

RELEVANT PROJECT EXPERIENCE

NORTHWEST TECHNICAL RESOURCES (FEMA Subcontractor), Emergency Management Project Specialist/Estimator, 2007-Present

- Lead Estimator on several disasters, recently the AECOM Recovery Critical Infrastructure for New York, Sandy DR4085.
- PACL for the NY Housing Authority, overseeing the writing of the Section 428 PAAP capped grant, combined at \$2.87 billion, the largest PA grant to date in US history. Sandy deployment from
- 12/12/2012 to present, 12/11/2018.
- Implementing the New York Housing Authority 428 grant as design progressed to construction, giving clear knowledge of the risks of the PAAP program.
- Assess extent of damage due to federally declared disasters.
- Determine amount of aid to be received per FEMA CEF guidelines.

COMMERCIAL STRUCTURES INC., Superintendent/Estimator/Project Manager, 1996 – 2007

- Site Superintendent for fast-track construction projects, including restaurants, supermarkets, tenant improvements, etc. Estimator and Pre-construction services for sealed bid and negotiated projects ranging in size from \$750,000 to \$65,000,000. Involved with the buy-out of various sections of the contract based on price, scope and qualified bids.
- These projects included but were not limited to:
 - New Stand-alone Restaurants
 - Office Buildings and Retail New and Remodel
 - Ground-up High Schools, Junior Highs, Elementary Schools
 - Cellular phone Switching structures
 - Tenant Improvements
 - Big Box/ Light Industrial
 - High end Residential buildings

JADDI CONSTRUCTION INC., Carpenter, 1994 – 1995

- Building Commercial ground ups and remodel from \$1,000,000 to \$20,000,000 in value.
- Building architectural concrete formwork and framing large structures.

SELF-EMPLOYED, Contractor - Guatemala Central America, 1992 – 1994

EARL HENRIKSON

Senior Consultant / Estimator



- Built custom structures for American expatriate community in Antigua Guatemala, using a combination of local methods with native crew and more modern methods on 1/3 size replica of the Hearst Castle Medieval Great Hall. Also built large custom “Terrazzo Español”, a Central American type of formal courtyard.
- Became proficient in Spanish with native crews. Met the challenge of managing projects in a third world country with cultural differences in work style, communication and logistics.

BRIGHTON CREEK CONFERENCE CENTER, Site Superintendent, 1989-1992

- Worked as the super of the rebuilding of a 21- acre conference center.
- Managed the selective demolition and construction of various structures including hands on experience at plumbing, electrical, mechanical and architectural finishes of new and remodel projects.

METRIC CONSTRUCTION INC., Carpenter, 1981 – 1989

- Building Commercial ground ups from \$1,000,000 to \$75,000,000 in value. Master carpenter doing fine finish work as well as all stages of construction including concrete forming, structural steel erection, framing, etc.

L-G OUTFIT, Ranch Hand/ Carpenter, 1979-1981

- Worked a 12,000-acre cattle ranch on Standing Rock reservation in North Dakota. Rebuilt a large barn damaged by tornado. Small piece of paradise.

ALMA CONSTRUCTION INC., Carpenter, 1976-1979

- Building high end residential homes in \$500,000 to \$1,000,000 in value. All aspects of residential construction, concrete, framing, drywall, taping, roofing, finish work.

GARRET KUCHENBECKER

Senior PA Specialist/Engineer



PROFILE

Mr. Garret Kuchenbecker is a highly educated and experienced Licensed Professional Civil Engineer, Project Manager and FEMA PA Subject Matter Expert. Since 2006, he has deployed to numerous disasters, and served as a Project Officer, Public Assistance Coordinator (PAC), a technical specialist (structural, buildings, bridges, alternate and improved projects, a Cost Estimator using Cost Estimating Format (CEF) and RS Means, QA / QC Reviewer (CEF and bridges), and a PA Policy Advisor and Reviewer for FEMA's 9500 Series for FEMA Headquarters (HQ). He has prepared and overseen preparation of project worksheets (PWs/SAs) and CEF in all categories of work and has proficiencies in NEMIS, EMMIE, Recovery Tracker, and Grants Manager. He has worked with local, county and state governments including school boards, fire departments, police departments, hospitals, road departments, utilities, and emergency responders (local police, fire departments, and the National Guard), private non-profits (PNPs), and the United States' Army Corps of Engineers (USACE). He has prepared hundreds of PWs and is an expert in building codes and standards along with FEMA's "50% Rule". He has served as a structural/building specialist on six disasters and as a bridge specialist/reviewer on two disasters. Garret assisted in completion of the PA for the Joplin tornadoes and was the sole project officer moved from Joplin to FEMA Region VII office for project completion and closeouts. Due to his unique expertise in both Structural Systems / Codes and PA Policy, he was also contracted by FEMA HQ to review, evaluate, and update three structural policies within FEMA's PA 9500 Series Policy which included 9524.1 - Welded Steel Moment Frames, 9525.5 - ADA, and 9527.1 - Seismic. Most recently, Garret has aided in project development for agencies in and around New York City.

Garret has Bachelor of Science (B.S.) and a Master of Science (M.S.) in civil engineering, both with structural focuses. He is also a licensed professional engineer (P.E.) and has design work in both residential and commercial construction for both the public and private sectors. Design work includes wood, timber, steel, and reinforced-concrete construction; from new structures to retrofitting old facilities. Garret's professional work includes design engineering of large foundation systems for school buildings to steel design for major manufacturing/processing plants. He has also designed structural framing systems from public facilities (hospitals and schools) to residential housing. Project/design experience includes real estate development, road construction, school buildings, hospitals, water and wastewater treatment facilities, steel tank design and industrial processing plants. He has a strong background in structural assessment and is knowledgeable regarding construction code requirements, practices and compliance. Garret is also trained and proficient with RSMeans estimating tools. Graduate studies included retaining wall design, earthen structures (dams, berms, etc.), road construction, bridge engineering, engineering economics, structural systems, foundation design/systems, roofing systems

EXPERTISE & CERTIFICATIONS

- Public Assistance Policies and Guidelines
- PAPPG, Stafford Act, 44 CFR, Grants Manager
- PA 9500 Series
- Public Assistance Coordinator (PAC)
- Project Management
- PA Policy Advisor
- PA Policy Reviews
- Project Tracking
- Cost Estimator
- Cost Estimating Format (CEF) with RS Means
- Benefit Cost Analysis (BCAs)
- QA / QC
- Hazard Mitigation
- Determination Memos
- FEMA 50% Rule
- Residential and Commercial Construction
- Building Codes and Standards
- Design Work, New Structures, Retrofitting
- Road Construction
- Bridge Engineering
- Real Estate Development
- Engineering Economics
- Structural Systems
- Foundation Designs / Systems
- Roofing Systems and Membranes
- CostWorks, EMMIE, Nemis

YEARS OF EXPERIENCE

- 17+ years of experience

EDUCATION

- M.S. Civil Engineering (Structural Focus)
- B.S. Civil Engineering
- Licensed Professional Engineer (P.E)
- E/L381: Project Specialist; E/L239 406 Mitigation; E/L382 PAC Crew Leader; E/L371; Public Assistance Eligibility; E/L480 Cost Estimating Format (CEF); E276: Benefit-Cost Analysis: Alternate / Improved Projects; PW Writing
- Public Assistance Operations I & II

GARRET KUCHENBECKER

Senior PA Specialist/Engineer



and membranes, and building codes and standards. He has also served as a teacher's assistant (T.A.) while completing graduate school and lectured college courses to undergrads and is also a published author.

RELEVANT PROJECT EXPERIENCE

DR-4085-NY: Hurricane Sandy, Cost Estimator / CEF Specialist / Engineer, 2014 – Present

- Assigned to the Sandy Recovery Office as a Cost Estimator/CEF Specialist/Engineer, with a portfolio of over \$13 billion, to assist in FEMA's 428 Public Assistance Alternate Procedures (PAAP) program. Duties include DDD, SOW, and cost formulation along with cost validations of the disaster's highest profile applicants including the City of New York. Disaster resource for building codes, and standards along with FEMA's "50% Rule". He has worked on multiple Public Assistance Alternative Procedures (PAAP: Section 428) projects and has worked directly with USACE in refining cost estimates.

HQ-9500 Series Review-DC, 2014 – 2014

- Contracted by FEMA Headquarters to review three structural-related Public Assistance policies within FEMA's 9500 Series. Tasks included determining if the codes and standards references were current, providing updated references, and evaluating whether the updated references will require modification of the policy. These series, along with the most recent publications included:
 - 9524.1 – Welded Steel Moment Frames
 - 9525.5 – ADA: Americans Disabilities Act – Access Requirements
 - 9527.1 – Seismic Safety - New Construction

DR-1980-MO, Missouri Severe Storms, Tornadoes and Flooding, Project Specialist, 2011 – 2014

- Assigned to the Joplin Division Office as a PS initially working on PA program for Joplin Schools (replacement and repair facilities); writing more SAs than any other PS for Joplin Schools. Eventually worked into and became dually responsible for St. John's Mercy Hospital (one of Region VII's largest Applicants) and the City of Joplin. Became the sole PS to complete DR-1980 and be pulled into Region VII FEMA office for completion of disaster.

Dr-1763-IA, Iowa Flooding, Project Specialist, 2008 – 2009

- Solely responsible for writing PWs for the City of Cedar Falls and the City of Waterloo with all categories of work (Cat. A-G). Assessed repairable and replacement facilities along with writing CEFs for full replacement. Became project specialist for the City of Cedar Rapids and was responsible for organizing a crew of 20 project specialists (PO, insurance, HMP, and historical specialists) to sweep a large facility with dozens of buildings/facilities over a two-day period. Worked on replacement/repair of damaged Cedar Rapids City Hall and surrounding island facilities.
- September 2009 through December 2010: Technical specialist deployed to assess buildings (structures) at the University of Iowa. Cost estimates completed along with repair vs. replacement analysis. Alternate, improved, and temporary facility specialist for projects across the entire state of Iowa. Eventually moved to Iowa City to become a PO for the University of Iowa. Technical specialist for bridge QAQC review queue statewide for the second half of the deployment.

DR-1835-AL, Alabama Severe Storms and Flooding, Technical Specialist/Structural Building, 2009 – 2009

- Technical specialist (structural: building) called in for flood-damaged hospital. Technical specialty for bridge assessment with the completion of dozens of timber, steel, and concrete bridges across the state of Alabama. Once assessment of the hospital was complete, a multitude of PWs were written for road repairs. Served as the primary contact with the applicant providing coordination with other Project Specialists and assistance in project formulation

GARRET KUCHENBECKER

Senior PA Specialist/Engineer



DR-1695-NH, New Hampshire Severe Storms and Flooding, Technical Specialist/Bridge, 2007 – 2007

- Technical specialist for bridge inspection, repair and replacement along with writing hundreds of roads PWs for the flood ravaged area. Beach, berm, and dam remediation on many of the local engineered lakes was also completed.

DR-1603-LA: Hurricane Katrina in Louisiana, Project Officer/PAC, 2005 – 2007

- Served as a PO and PAC. He prepared PWs as a structural specialist for school buildings throughout Baton Rouge and New Orleans, assisting in granting over \$30 million to Orleans Parish alone. Garret was the direct interface between FEMA and Orleans Parish School Board officials and was responsible for delegating, reviewing, and overseeing work for four project officers.

THOMAS RIDDLE

Senior Consultant/Estimator



PROFILE

Mr. Thomas Riddle is an experienced and Certified Professional Estimator and Senior Policy Advisor, with over 40 years of experience in the construction industry with a strong emphasis on public infrastructure. For the past 9 years, he has deployed to various disasters and served in various Senior roles, such as Senior Policy Advisor, Lead Estimator, Lead Inspector, Task Force Lead (TFL), and Public Assistance Coordinator (PAC). In 2005, he was selected by FEMA HQ to develop/integrate/update equipment rates and codes. He is a FEMA National Trainer (CEF/RS Means) and has developed numerous SOPs. Tom has extensive program knowledge, including The Stafford Act, 44 CFR, 2 CFR, SRIA Legislation, PAAP Programs, PAPPG and all other program materials. He is proficient with cost data development, analysis, and methodology and excels in verbal and writing communication. He is able to manage multiple projects under strict deadlines while identifying and recommending solutions.

EXPERTISE & CERTIFICATIONS

- FEMA Public Assistance Policy and Guidelines
- PA Policy Advisor
- Grants Manager / Grants Portal
- Cost Estimating
- Cost Estimating Format (CEF)
- RS Means
- Site Inspection
- FEMA PA Site Inspector
- FEMA National Trainer in CEF and RS Means
- Construction Management
- Construction Inspections
- HAAG Residential and Commercial Roofing
- Damage Assessments
- Infrastructure Response and Recovery Processes
- Catastrophic Insurance Adjusting
- FEMA NFIP
- Alternate / Improved Projects
- Project Audits
- Closeouts
- Appeals
- Financial Analysis
- Cost Data Development, Analysis and Methodology
- TWIA
- Microsoft Office Suite
- Xactimate

YEARS OF EXPERIENCE

- 40+ years of experience

EDUCATION

- B.S. Emergency and Disaster Management
- B.S. Construction Engineering Technology
- Certified Professional Estimator (CPE)
- Certified Associate Project Manager (CAPM)
- Licensed Insurance Adjuster - TX, FL, LA

RELEVANT PROJECT EXPERIENCE

Integrated Solutions Consulting, Senior Estimator, 2020 – 2021, Senior Estimator

Kinne and Associates, 2017 – 2019

- Served as a Lead Estimator, Senior Policy Advisor and Task Force Lead (TFL).
- On declared disasters; DR-TX-4269/4272, DR-PR-4339.
- Served as a FEMA National Trainer, training groups in CEF and RS Means.
- Assisted in developing SOPs on PA Policies and Guidelines.

FEMA/ CDM Smith/ CCPRS, Technical Assistance Contractor, 2012 – 2017

- Served as a Lead Estimator, Senior Inspector, Initial Review and CEF Review.
- Served as a FEMA National Trainer, training groups in CEF and RS Means.

THOMAS RIDDLE

Senior Consultant/Estimator



- Project Specialist (PS) and Public Assistance Coordinator Lead (PACL). DR-NJ-4086, DR-CO-4229, DR-MO-4235/4250.

Various Agencies, Independent General Adjuster, 2005 – Present

- 14 years' experience as a Senior Commercial Insurance Adjuster handling large loss and estimating on commercial, residential, public infrastructure and FEMA NFIP claims
- Catastrophic and Day Claims- All Lines; Property, Casualty, Liability, Flood, Marine, Inland Marine, Aviation, Commercial, Residential, Farm/Ranch, Industrial, Agricultural, Large Loss Specialist, Expert Witness, Mediator, Trainer.

NISTAC, Dewberry and Davis LLC, Technical Assistance Contractor, 2005 – 2008

- Served in the following positions: Lead Estimator, Senior Inspector, Insurance Review, Initial Review, FEMA National Trainer- (CEF/RS Means), Project Specialist and Public Assistance Coordinator on the following declared disasters; 1602/1609/1766/4086/4229, Legacy 1539/1545/1551/1561/1595

Ralston General Contracting, Inc., President, and CEO, 1989 – 2005

- Commercial and Residential Builder and Remodeler / Commercial and Residential Project Management and Compliance Consultants
- Responsible for all phases of Project Management, Contract Procurement and Award, Scheduling and Expediting.
- Senior Estimator and reviewer on commercial and residential projects.
- Developed and implemented all training programs for office and field employees.
- Investigator Commercial / Residential Material Failures and Material Applications.
- ADA and OSHA Compliance Consultant.

Metropolitan Community College Adjunct Faculty, Construction Technology Instructor, 1999 – 2006

- Aided in the development of new construction technology classes.
- Instructor – Estimating, Project Management, Construction Estimate and Management, Construction Materials, Surveying, OSHA Safety, and Code Compliance.

K.M. SALEM, PE, PSM, CFM

PA Specialist / Engineer



PROFILE

Over 30 years of diversified professional experience. Responsibilities include managing engineering projects and staff, preparing project management plans and budgets, scheduling and conducting design and production meetings and public presentations, monitoring projects' costs and schedules, conducting work progress sessions, client and agency reviews, preparing proposals, negotiating contract fees, managing clients and sub-consultant relationships, and networking and marketing.

EXPERTISE & CERTIFICATIONS

- PE: FL 57079, AL 29706-E, LA 24367 FL PSM LS6617, LA PLS 4802
- ASFPM Certified Flood Plain Manager
- FDEP Qualified Storm water Management Inspector

YEARS OF EXPERIENCE

- 30+ years of experience

EDUCATION

- MS, Engineering Management
- BS, Civil Engineering

RELEVANT PROJECT EXPERIENCE

FEMA Technical Specialist

Working for FEMA's Public Assistance (PA) Program since May 2009 performing engineering services, technical advice and guidance, cost estimating, hazard mitigation recommendations, grant programs, policy and guidance support, and environmental compliance activities.

Managed hundreds of PA projects from applicants' initial meetings to exit briefings. Provided support to FEMA and program stakeholders to successfully meet required scope, schedule and budget. Described and clarified relevant FEMA programs along with eligibility requirements to Applicants.

Functioned as a technical and programmatic resource, offering solutions to engineering problems to FEMA and other staff to develop quality deliverables. Researched and advised FEMA, Public Assistance staff, on policies, procedures, eligibility and technical issues of projects. Research building codes and provided advice on corrective action plans, construction, contracts, invoices, specifications, construction documents, and project delivery.

Validated Applicant prepared damage assessments, cost estimates and cost claim requests. Reviewed architects', engineers' and contractors' costs for reasonableness under the Public Assistance Alternative Procedures Pilot Program (as Authorized under Section 428 of Sandy Recovery Improvement Act of 2013) and developed independent cost estimates to ensure the most cost-effective solutions.

Performed site visits, inspected, evaluated, documented, and prepared damage assessment reports to publicly owned facilities in the impacted communities. Performed eligibility determination, and prepared determination memos. Formulated, developed, reconstructed and overseen the preparation of project worksheets (PW) in Categories A – G, as well as versions, revisions and alternate projects.

Prepared damage description and dimensions (DDD), scope of work (SOW), cost estimates (CEF/FCC construction costs for small and large complex projects), and repair vs. replacement analysis, using Cost works software. Prepared 406 Hazard Mitigation Proposals (HMP) and associated Benefit-Cost-Analysis (BAC), FEMA Applicant's include emergency responders, Private Non-Profits, Townships, cities, counties and state agencies to recover after natural disasters such as hurricanes Katrina, Ike, Gustave, Irene, Sandy, and Harvey.

PA projects include universities, research campuses, schools, hospitals, National Guard Installations, prisons, juvenile retention/detention, Wastewater Treatment Plants and Pump Stations, buildings, parks, roads, parking areas, utilities, drainage systems, water structures, seawalls, culverts, electrical equipment and panels, power generators, debris, and protective measures.

Planning Pilot Grant Program HMPG Structure Hardening Projects, LA

Scoped and inspected publicly owned facilities and provided engineering and construction techniques to harden the buildings against future hurricane and tornado damages. The task included inspecting exterior windows and door openings and building corners abilities to sustain hurricane wind forces; evaluating dry proofing options to protect areas

K.M. SALEM, PE, PSM, CFM

PA Specialist / Engineer



susceptible to flooding; assessing the possibility of adding safe rooms to protect essential employees during adverse weather conditions; preparing assessment reports of the findings; providing hardening design recommendations and preparing the associated cost estimates. The facilities included hospitals, court houses, administrative offices, fire stations etc. The benefit cost analysis (BCA) considered impacts from both hurricane and tornado force winds.

State of New York: Department of Homeland Security, Fixed Asset Inventory Project, NY

Conducted assessments of the State's "Fixed Asset Inventory". The inventory consists of over 19,000 state-owned and operated building. The buildings were evaluated using The Department of Homeland Security's Integrated Rapid Visual Screening (IRVS) methodology and associated software to assess state buildings' vulnerability to earthquakes, wind, and flood. Formulated and prepared a comprehensive report detailing the methodologies and findings, for each facility. Provided hardening recommendations and Hazard Mitigation plans.

- Detailed designs and tendered construction documents for various water supply networks, wastewater collection, and treatment systems; storm water management, hydrologic/hydraulic watershed modeling, water quality, drainage improvement, and flood control projects; grading, erosion control, roadway design/restoration projects, utility relocation/upgrade for private and public entities.
- Performed project feasibility analysis; environmental impact assessments; topographic and property surveys; specifications, and cost estimates preparations.
- Performed construction-engineering inspections; construction administration and surveying.
- Permitted projects through various agencies, local city, county, regional, state, and federal.
- MS degree in Engineering Management (1990) and a BS in Civil Engineering (1985).
- Registered Professional Engineer and Land Surveyor and Certified as a Flood Plain Manager.

DAVID SAYERS

Consultant / Accountant



PROFILE

College CFO / CDO / COO / Business Professor – 7 years full-time, more part-time. Chief Financial, Development, & Operating Officer (CDO, COO), 2 colleges, full-time. In addition to serving as a CFO, COO, and CDO, held positions as a University Foundation president and a Department Chair and Professor in the Business Department. Continue to do adjunct teaching in business for 4 schools. Accreditation reviewer.

Banker - 10 years full-time (~7+ with one bank, ~2 with another) Most of banking career Vice President in Commercial Real Estate & Business Lending for multi-family apartment complexes, subdivision developments, owner-occupied & rental office complexes, accounts receivable & inventory, large capital equipment, and hotels among other things. Often multi-million-dollar projects requiring a great deal of analysis of the business and the principle players.

Developed & executed commercial and construction lending programs for my first bank and was also over nonprofit financing. There gained experience in every facet of the bank from teller to branch manager to assistant controller to credit analysis to mortgage lender and on. They had a great management-training program teaching some of everything.

EXPERTISE & CERTIFICATIONS

- Financial Consultant
- Accountant
- MBA
- In-Progress CPA

YEARS OF EXPERIENCE

- 15+ years of experience

EDUCATION

- Master of Accountancy, Gardner-Webb University, Boiling Springs, NC. Dec. 2010.
- M.B.A, East Tennessee State University, Johnson City, TN. May 1999.
- Bachelor of Business Administration, Radford University, Radford, VA. Dec 1993.
- Bank Leadership Certificate, Stonier Graduate School of Banking, June 2007.
- Graduate of SACUBO's Collegiate Business Management Institute, as well as ABACC's Business officer training program.
- Several banking, accounting, finance related certificates from programs designed specifically for roles like CFO or Commercial Banking.
- Having met experience & education requirements, currently studying for CPA designation.

RELEVANT PROJECT EXPERIENCE

Self-Employed Financial Consultant and Accountant (through IOD, Inc.), January 2011 – present.

- Specialization in interim, remote, or outsourced CFO services, mostly for non-profits including higher education institutions, churches, ministries, and summer camps, but others as well.
- Beyond traditional CFO services performed, other services include: coaching, financial statement reviews, business and financial planning, tax and governmental report filings, bookkeeping, profitability & margin analysis, budgeting, reconciliations, fraud analysis and prevention, internal audits, external audit prep, ratio creation and analysis, accounting and financial troubleshooting, policy & procedure development and implementation, projections & trend analysis, capital and debt structuring, segment assessment, staffing planning, troubleshooting chart of accounts and reporting set up, business valuation, etc.
- Presenter to and consultant for, several faith-based higher education associations and camps associations, in addition to being a regular accreditation reviewer.

Florida Christian College, Kissimmee, FL, June 2010 – May 31, 2011. Chief Financial Officer / Chief Development Officer

- Administrator over: Accounting & Financial Reporting; Audits; Banking, Insurance, Investments & Risk Management; Budgetary and Expenditure Controls; Compliance; Contract Negotiation and Implementation; Financial Aid; Human Resources; Institutional Advancement / Fund raising; Legal; Purchasing; Student Accounts.
- CFO functions are similar to those detailed below for the other school, however there are a few specific things that are different in the role at this school, or specific accomplishments.

DAVID SAYERS

Consultant / Accountant



- Came into huge outstanding student receivables balances that were well over 30 days, and an extremely large level of over one year old debts and successfully reduced these.
 - Guided school through the new changes in Financial Aid and managed cash flow during this tumultuous time.
 - Established policies and procedures and Institutional Effectiveness components for Financial & Accounting, Financial Aid, Human Resources, & Institutional Advancement.
 - Created detailed monthly reports and helped the Trustees and other managers understand them better, instituted improved and timely budgeting processes to decentralize effectively, drove student payment initiatives to encourage on-time and early bill payment, reviewed several cost savings means such as through insurance policies and better purchasing processes, and many other things in a complete retool of the neglected business office.
 - Streamlined the auditing process to drive an on-time audit and communicate some blind spots that administrators and Trustees had not previously understood.
 - Negotiated the receipt of a church's building and other assets as a gift and then administered the leaseback of that facility.
- In the Institutional Advancement role I used prior sales management and related sales training experience, as well as educational background, to take on rebuilding the department from scratch. This included staffing, strategic planning, measuring and quantifying outputs and efforts, developing travel and time management maximizing efforts, evaluating events, working with consultants, and rebuilding networks and relationships with alumni, churches, businesses, foundations, and other donors.
 - Worked directly with several donors to develop a Charitable Gift Annuity base, Named Scholarship Funding, and other estate, trust, and legacy planned giving.
 - Direct report to President on the 3-person administrative team; Chair of the Scholarship Committee; Re-instituted the Foundation Board. Additionally, coordinated with and supported the Finance and Audit Committee of the Board of Trustees, Chartered the Audit Committee.

Mid-Atlantic Christian University, Elizabeth City, NC, July 2007 – June 2010. Chief Financial Officer / VP Finance. (Position also serves as the “Chief Operating Officer / VP for Business or Administration”). Additional service as Department Chair for the Leadership & Business Academic Department, Course Instructor, and had the direct duties of the Maintenance Supervisor.

- Administrator over: Accounting & Finance; Audits; Auxiliary Services; Banking, Insurance, Investments & Risk Management; Budgetary and Expenditure Controls; Communications & Information Technology Services; Compliance; Contract Negotiation and Implementation; Facilities / Physical Plant (buildings & grounds, housekeeping, maintenance, security); Financial Aid; Food Services; Human Resources; Legal; Purchasing; Student Accounts.
- Prepare all financial reports for Leadership Team and Trustees, and guide annual budget preparation as well as internal consultation on these items.
- Liaison with third parties or in all major contracts with such vendors and suppliers as any architects, attorneys, auditors, bankers, book suppliers, engineers, insurers, realtors, retirement plan representatives, as well as various contractors such as those for building repairs and improvements, security systems, comfort control, and dining services & vending.
- Continually and actively involved with cash management, managing liquidity issues and resource allocation, particularly with regard to potentially selling some of the land or other assets on our campus, renting empty dorm rooms to a neighboring university, hosting summer events and camps, or other ways to maximize asset utilization.

WESLEY WENGREN

Senior PA Specialist/Engineer



PROFILE

Mr. Wesley Wengren is a Versatile graduate-degreed engineer with 21 years of project management and 22 years engineering experience in industries that include emergency management and disaster recovery, power generation, US Space Program and US Navy. He has vast knowledge and experience in emergency management preparedness and recovery. He has served as and conducted PA site inspections and damage assessments. Wesley has expert knowledge of FEMA PA policy and guidelines, Grants Manager and Grants Portal. He has successfully written all categories of work and conducted closeouts. He is proficient in the use of Grants Manager, CEF, RS Means and PA applicable laws, regulations, policies, general building codes and standards. He can manage multiple projects, tight deadlines and identify and recommend solutions to issues that may arise. He has exceptional computer skills and written and oral communication skills and is proficient in Microsoft Office Suite.

EXPERTISE & CERTIFICATIONS

- FEMA PA Policy and Guidelines
- Grants Manager / Grants Portal
- Project Management / Lead
- FEMA PA Coordinator (PAC)
- FEMA PA PDMG
- FEMA PA Site Inspector
- Cost Estimating Format (CEF) and RS Means
- Subject Matter Expert of Electrical Utilities and Road Construction
- 406 Mitigation
- Damage Assessments
- Project Closeouts
- Floodplain Maps
- PW Writing Categories A-G
- General Building Codes
- General Report Development and Tracking
- Microsoft Office Suite
- CPR / AED Certification

YEARS OF EXPERIENCE

- 43+ years of experience

EDUCATION

- M.S. Electrical (Power) Engineering
- B.S. Electronic Technology
- Program Delivery Manager (PDMG)
- FEMA PA Site Inspector
- Cost Estimating Format (CEF) / RS Means
- 406 Mitigation
- PA Ops 1

RELEVANT PROJECT EXPERIENCE

Integrated Solutions Consulting (ISC), Site Inspector, DR-4432-LA, 2020 – 2020

- Complete Site Inspection reports still outstanding.
- Rework already submitted SI reports, following applicant provided data that has caused the change.
- Review two electric utilities files in GM for completeness of contract, force account labor and equipment and material.
- Rework requests from PDMGs.
- Process all into Grants Manager and PA process.
- Validate infrastructure damage; record detailed damage descriptions (DDD), scopes of work (SOWs) and cost estimates.
- Evaluate projects for compliance with applicable laws, regulations, and policies.
- Identify and review special consideration issues.

Hagerty Consulting, Senior Engineer / Planner / Analyst, 2019 – 2019

- Create multi-million-dollar projects in new PA Model as PDMG in categories A, B, and E while assisting team with two FL grant sub-recipients.

WESLEY WENGREN

Senior PA Specialist/Engineer



- Collaborate with Applicant and FEMA PDMGs.
- Develop DDDs, SOWs and Cost Summary from data gathered by the Applicant, contractors, and architects.
- Coordinate site visits and meetings to chronological critical data for project formulation.

Integrated Solutions Consulting (ISC), DR-4269-4272-TX, 4305-4308-CA, 4085-NY, PDMG / Project Specialist, 2017 – Present

- Inspect damages, record all harm to mechanical, electrical, plumbing and structure
- Create federal grants to compensate Applicants following FEMA PA guidelines and with support of backup documentation considering insurance, environmental, historical and floodplain management
- Revise grants requiring scope changes, review and determine justification for time extensions
- Vanguard Emergency Management, Home Inspector, 2016 - 2016
- Perform home inspections for storm related damages.
- Estimate repair / replacement costs, i.e., roofing, frame, HVAC, electrical, drywall, floor coverings and foundation.

L-W Resources / CCPRS, Construction Manager / Project Specialist, 2016 – 2016

- Author grants to rebuild or replace critical infrastructure for the state of Missouri, in particular St. Louis and St. Charles Counties following devastating flooding which caused rivers to overtop their banks by up to 40 feet.
- Met with applicants to establish rapport and trust. Performed focused site inspections intent on determining full scope of damages or created detailed estimates using RS Means estimating software to capture on categorized Project Worksheets.
- Enabled the city of Eureka to rebuild their Community Center, Parks and Wastewater Treatment Plant for a total of over \$500MM
- Wrote a \$10MM grant for St. Louis Metropolitan Sewer District to rebuild Wastewater Treatment Plant.

Ohio Emergency Management Agency, Deputy Public Assistance Officer (DPAO), 2015 - 2016

- Provide emergency management assistance to enhance the operational readiness of each county.
- Insure preparedness through on-site visits, formal training classes and seminars.
- Test county operational readiness with exercise activities, meetings with local officials and public outreach.
- Advise, guide, and assist local officials in time of disaster/emergency to verify estimated damage and identify potential requests for state and federal assistance; make recommendations to Executive Director of Emergency Management Agency.
- Establish and maintain the flow of situational information from the local level to the state level.
- Perform closeout of past disasters verifying applicant costs and comparing to project worksheet estimate. Upon completion, write formal letter to FEMA recommending acceptance of actual costs, overrun or under run.

Adjusters International, Public Assistance Crew Leader, 2014 - 2015

- Author grants written to repair or replace critical infrastructure for New York City Agencies (applicants) whose buildings and equipment were damaged in Hurricane Sandy DR-4085-NY, including FDNY, NYPD, NYC Economic Development Corp., and Chief Medical Examiner's Office.
- Gather site damage data by inspecting building integrity and MEP systems within; discuss eligibility of damage; read blueprints to estimate costs; create grants using proprietary software (EMMIE); track the grant as it flows through the internal and federal re-view process; major contributor in status review meetings.
- As a contractor to New York State Dept. of Homeland Security and Emergency Services, constantly subjected to time-sensitive grant production milestones, which, if not met, would result in being permanently laid off.
- Exceeded all milestones until job was complete.

Federal Emergency Management Agency (FEMA), Operations Section PA Branch Lead / Project Specialist, 2007 – 2009; 2011 - 2014

WESLEY WENGREN

Senior PA Specialist/Engineer



- Create grants for state and local governments, and qualifying private non-profit organizations based on the Code of Federal Regulations (44 CFR), Stafford Act, and FEMA Public Assistance Policies and Procedures.
- Performed Kickoff Meetings with applicants explaining the process; conducted site visits to validate the damages or performed research to develop an estimate; gathered all supporting documentation, i.e., dimensions, photos, time sheets, paid invoices, maps, load tickets, building or bridge plans, maintenance records, etc.
- Served on Flood, Hurricane, Snow/Ice Storm, Tornado and Straight-Line Wind disasters in 18 states throughout USA.
- Served on two tornado/flooding disasters in Missouri (Nov '13 – Mar '14); wrote 21 Emergency Protective Measure; Roads and Bridges; and Water Control Facilities grants obligating more than \$3.2MM while meeting or monthly performance objectives.
- Served on four disasters – Hurricane Sandy (2), Winter storm/snow and Flooding/Landslides in New Hampshire (Nov '12 – Oct '13); wrote 76 grants in Debris, Emergency Protective Measures, Roads, Buildings and Equipment, Water Control Facilities, and Parks obligating \$58MM while meeting or exceeding weekly quotas
- Served two disasters related to Hurricane Irene (Nov '11 – Jun '12); wrote 46 grants in Debris, Emergency Protective Measures, Roads, Buildings and Equipment, Water Control Facilities, Utilities, and Parks obligating over \$30MM while meeting or exceeding weekly quotas
- Perform site inspections, scope damages, create detailed estimates using RS Means

20+ Yrs Electrical / Engineering Experience, Various Projects, Clients, Locations, 1997 - 2016

TERRY WILLIS

Policy Advisor



PROFILE

Mr. William “Terry” Willis is an experienced professional engineer with expertise in FEMA policy and a thorough knowledge of the Stafford Act. During his 28-year career with the Kentucky Department of Transportation (KDOT) he held various engineering and management positions of increasing responsibility. Upon retiring from the State he accepted a position with FEMA as a Reservist in Public Assistance deploying on over 50 disasters nationwide since 1989. He’s served in various roles including senior management and field roles including PAC’s, PDMG, Team Project Lead. Mr. Willis has experience in site inspections, roads, bridges, hospitals, renovations, closeout, and transportation. In addition, Mr. Willis serves as the President of the Mammoth Cave Chapter of Professional Engineers.

EXPERTISE & CERTIFICATIONS

- FEMA PA Policy and Guidelines
- Grants Manager/Grants Portal
- Policy Advisor
- Program Delivery Manager (PDMG)
- Public Assistance Coordinator (PAC)
- Project Management
- Construction Management
- Land Surveying
- Closeout
- Construction
- Debris Operations
- Writing Project
- Worksheet
- Roads, Bridges Engineering Design, Maintenance and Plan

YEARS OF EXPERIENCE

- 23+ years of experience

EDUCATION

- B.S. Civil Engineering,
- University of Kentucky
- Registered Professional Engineer, KY
- Licensed Surveyor
- Program Delivery Manager (PDMG)
- Grants Manager/Grants Portal

RELEVANT PROJECT EXPERIENCE

AECOM, Various Roles and Disasters, 2016 – 2018

- Served as Project Specialist /Grants Manager in Puerto Rico. Overseeing applicants that include 12 hospitals.
- Grants Manager in California. Overseeing applicants that include Public Works Dept. of Santa Cruz, Transit Authority of San Jose, San Jose Unified School District and eight Recreational Districts
- Program Delivery Manager, working in Grants Manager in Puerto Rico and responsible for the oversight of 12 hospitals.
- Program Delivery Manager in California, responsible for the Public Works Dept. of Santa Cruz, Transit Authority of San Jose, San Jose Unified School District and 8 Recreational Districts.
- Assist in performing site inspections and validate damages, requesting documentation to support the damage claims as necessary.
- Experienced in formulating projects, ensuring that all damages are identified.
- Maintain files and develop Program Delivery Plans to follow up accordingly.
- Draft Damage Inventory lists, capturing all disaster – related damages.
- Order Site Inspections of damaged sites not yet repaired and review DDDs.
- Process all into Grants Manager.

Private Mixed-Use Property, Renovation and Manager, 2014 – 2016

- Coordination with Architect, Contractor and City Planning
- Overseeing all Renovation of apartments, commercial space, and parking lot

TERRY WILLIS

Policy Advisor



- Property Management

Federal Emergency Management Agency (FEMA), 1989 – 2014

- PAC (Public Assistance Coordinator) - over 50 disasters that involved hurricanes, tornadoes, floods and ice storms in the states and the Marshall Islands.
- Team Project Leader, Policy Advisor
- Close out team for Hurricane Hugo for 6 years
- Lead reviewer for Hurricane Andrew

Kentucky Department of Transportation (KDOT), General Manager, 1965 – 1989

- General Manager in Bowling Green and Louisville, Kentucky
- Oversaw Traffic, Bridge, HR, Special Forces, Right Away Division, Purchasing, Utility, Permits
- Construction, Design, Maintenance & Planning Departments
- Team Management



Technical Expertise

Disaster Recovery
Operations
Debris Management

Years of Experience

5 Years – Debris Operations
40 Years – Air Traffic Control

Education

Community College of the Air
Force – Associates Degree
Mississippi Gulf Coast
Community College–
Associates Degree in Applied
Science

Certifications

- CTQP QC Manager
- ATSSA Traffic Control
Supervisor Refresher - LA
(05/2026)
- ATSSA Traffic Control
Technician – LA
- FEMA - IS-100 PW
Introduction to Incident
Command Systems
- FEMA - IS-200 ICS for
Single Resource and Initial
Action Incidents
- FEMA - IS-700 National
Incident
- FDOT Intermediate
Temporary Traffic Control
- Xactimate
Fundamentals/Proficiency
Training Course

Professional Profile

Mr. Day has extensive experience assisting clients with FHWA Emergency Relief, and he currently serves as an Operations Manager for LaDOTD District 1, monitoring debris in the wake of Hurricane Ida. He also served as an Operations Manager for Hurricane Hermine, and a Supervisor for the 2019 San Augustine Tornado, as well as Hurricane Harvey in Corpus Christi, Texas. His experience in air traffic control has made him highly adept at managing logistics, as well as with remaining calm and effective in high-pressure situations.

Experience

Natural Disaster Monitoring / CEI Pre-Event Contract No. 6 Disaster Monitoring / Construction Engineering & Inspection (2017–2023), Florida Department of Transportation, District 5: Under this pre-position contract, Metric provides debris removal monitoring, vendor management, data validation and reporting in accordance with FEMA/FHWA regulation over multiple disasters; always at the ready to mobilize quickly should a disaster occur.

Activation – Tropical Storm Isaias (2020)

Activation – Hurricane Dorian (2019): FDOT retained Metric to manage the debris removal required after Hurricane Dorian. Metric's Emergency Management team responded quickly to District 5 and began the relief efforts the same day the storm hit. District 5 in Florida includes Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia counties. The team assisted the Department of Transportation in the initial clearing of debris on the federal qualifying and non-federal qualifying roads, as well as the monitoring of the removal of hazardous limbs at the roadsides of these same roads. Metric staff provided a database where ticket data, field records, truck certifications, and other details, were easily accessible for query. Our team also maintained a database of all the photographs that correlated with the pertaining field documents. Project responsibilities included writing haul tickets for debris removal; maintaining all field records; making daily entries in the project diary to indicate the Contractor's personnel present on the job site, and equipment being utilized on the project; the acceptability of traffic control; the charging of contract time; estimating and documenting debris quantities; determining debris eligibility, types and acceptable disposal methods; measuring and computing haul truck volumes; inspecting the contractor's operations (daily) to ensure that all work was performed in accordance with the specified plans, specifications, and reimbursement program requirements; keeping clear and concise records of the contractual operations, preparing daily, weekly, monthly quantity summaries and breakdowns as well as daily progress reports in conformance with FDOT requirements; reconciling and recommending payment of hauling contractor's invoices. Over 40 new employees were hired to assist in the completion of the project.

Activation – Hurricane Irma (2017): FDOT retained Metric to manage the debris removal required after Hurricane Irma. Metric's Emergency Management team responded quickly to District 5 and began the relief efforts the same day the storm hit. District 5 in Florida includes Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia counties. The team assisted the Department of Transportation in the initial clearing of debris on the federal qualifying and non-federal qualifying roads, as well as the monitoring of the removal of hazardous limbs at the roadsides of these same roads. Metric staff provided a database where ticket data, field records, truck certifications, and other details, were easily accessible for query. Our team also maintained a database of all the photographs that correlated with the pertaining field documents. Project responsibilities included writing haul tickets for debris removal; maintaining all field records; making daily entries in the project diary to indicate the Contractor's personnel present on the job site, and equipment being utilized on the project; the acceptability of traffic control; the charging of contract time; estimating and documenting debris quantities; determining debris eligibility, types and acceptable disposal methods; measuring and computing haul truck volumes; inspecting the contractor's operations (daily) to ensure that all work was performed in accordance with the specified plans, specifications, and reimbursement program requirements; keeping clear and concise records of the contractual operations, preparing daily, weekly, monthly quantity summaries and breakdowns

as well as daily progress reports in conformance with FDOT requirements; reconciling and recommending payment of hauling contractor's invoices. Over 120 new employees were hired to assist in the completion of the project. A total of 78,445.26 cubic yards (CY) of debris was removed from the Right-Of-Way (ROW). Notable features: FHWA/FEMA Acceptable Debris Removal Monitoring.

Debris Manager: Pre-Event Disaster Monitoring / Construction Engineering & Inspection (08/2014-12/2019) & extended (1/2020 – 01/2030), Florida Department of Transportation (FDOT), District 3: Mr. Lopez was responsible for 85 Field Supervisors and 1200 Field Monitors as they cleared over 16 million Cubic Yards (CY) of debris on state and local roads across 13 counties. He was also responsible for a team that performed quality assurance oversight for five counties within the District. Mr. Lopez's team oversaw five monitoring firms and eight hauling contractors.

Activation - Hurricane Michael (2018): We performed debris monitoring for FDOT District 3 in response to Hurricane Michael, which struck the Florida Panhandle as a high-end category 5 storm event in October of 2018. Metric responded within hours of the event. The storm caused catastrophic damage from wind and storm surge, particularly in the Panama City Beach to Cape San Blas areas.

As the pre-event debris monitoring consultant for the District, we were immediately called to action, responding within hours of the event. We monitored debris on state roads for 13 counties and county roads in four counties.

In addition, we also performed quality assurance oversight for other contracts in five counties within the District. To accomplish this effort, nine debris hauling firms and four monitoring firms were deployed, with over 1,300 total personnel from local communities working on the project under Metric's supervision.

During this time, we monitored over 17.7 million CY of debris removed from the roadways – over five million CY from the state road system, and over 15.7 million CY from the county road system. This effort involved nine debris hauling firms; four monitoring firms. The tremendous debris volumes (21 million cubic yards), staff levels, recruitment abilities, and number of involved parties (stakeholders and contractors) led to this effort likely being one of the largest debris events in U.S. History.

Activation - Hurricane Hermine (2016): In September of 2016, our staff quickly responded to FDOT District 3 to manage the debris removal caused by Hurricane Hermine. Our staff assisted the District in the initial clearing of debris on the federal qualifying and non-federal qualifying roads, as well as the monitoring of the removal of hazardous limbs at the roadsides of these same roads. Metric provided a database where ticket data, field records, truck certifications, and other details, were easily accessible for query. Our Team also maintained a database of all the photographs that correlated with the pertaining field documents. Project responsibilities included writing haul tickets for debris removal; maintaining all field records; making daily entries in the project diary to indicate the Contractor's personnel present on the job site, and equipment being utilized on the project; the acceptability of traffic control; the charging of contract time; estimating and documenting debris quantities; determining debris eligibility, types and acceptable disposal methods; measuring and computing haul truck volumes; inspecting the contractor's operations (daily) to ensure that all work was performed in accordance with the specified plans, specifications, and reimbursement program requirements; keeping clear and concise records of the contractual operations, preparing daily, weekly, monthly quantity summaries and breakdowns as well as daily progress reports in conformance with FDOT requirements; reconciling and recommending payment of hauling contractor's invoices. Over 40 new employees were hired to assist in the completion of the project. A total of 18,543 cubic yards (CY) of debris was removed from the Right-Of-Way (R/W).

08/2021 – Present: Operations Manager Corpus Christi: Natural Disaster Monitoring (response to Hurricane Ida) | Louisiana Department of Transportation District 1: Hurricane Ida struck the Louisiana coast with Category 4 strength winds. Mr. Day served as Contract Monitor Manager responsible for mobilizing, training, deploying, and supervising 18 project supervisors and 110 field monitors. Mr. Day was in charge of coordinating contractor efforts to clear 2600 miles of state roads, overseeing the operation of 12 temporary debris management sites, and documenting over 2.1 million cubic yards of debris removed from state right-of-way. Mr. Day worked daily with the state and district debris managers to help coordinate disaster response activities from multiple agencies.

08/2020 – Present: Project Manager: Natural Disaster Monitoring (response to 2020 Hurricanes) | Louisiana Department of Transportation District 7: Following the devastating Hurricane Laura, Don supervised over 100 employees while managing the removal of over 2 million cubic yards of debris from 5 effected Parishes within District 7. To complete this project, he oversaw the certification of over 450 hauling units; established 21 debris disposal sites; supervised the removal of beach sand and restoration of approximately 4 miles of effected roadway and beach frontage; and insured the proper disposal of numerous storm damaged vessels.

Technical Expertise

Debris Management
Quality Assurance
Data Analysis
Financial Management
Recovery Management

Years of Experience

13 Years

Education

A.S., Recording Arts, Full Sail
Real World Education
Microsoft SQL Server Courses
20461-Querying MS SQL
Server
20462-Administering MS SQL
Server
20463-Implementing Data
Warehouse
Excel With Business

Certifications

- ATSSA Traffic Control Supervisor– LA (5/2026)
- ATSSA Traffic Control Technician – LA
- FEMA IS-100
- FEMA IS-139
- FEMA IS-200
- FEMA IS-630
- FEMA IS-631
- FEMA IS-632
- FEMA IS-700
- FEMA IS-800
- FEMA Professional Development Series: IS-120.c, IS-230.d, IS-235.c, IS-240.b, IS-241.b, IS-242.b, IS-244.b

Professional Profile

Mr. Cormier has extensive experience assisting clients with Federal Highway Administration-Emergency Relief and FEMA Public Assistance Program reimbursements. He has reviewed Detailed Damage Inspection Reports/Project Worksheets and prepared documentation to maximize funding for clients in the states of Florida, Texas, Colorado, Massachusetts, and Rhode Island. Mr. Cormier has served as a Documentation Specialist on various disaster recovery projects, utilizing his strong knowledge of federal programs administered by the FHWA, FEMA, HUD, and the NRCS. His disaster recovery experience includes the design and implementation of accounting methods, procedures, computer-based systems, and controls to track and report on disaster-related costs. Mr. Cormier has been instrumental in supporting clients through various audits conducted by FHWA, FEMA, and the OIG.

Mr. Cormier's technology skills have been vital in the improvement of project data and reporting. He has served as product owner for a mobile application, where he worked with developers to create an Android OS application that works in tandem with Metric's Automated Debris Management System™ (ADMS™). This involved capturing industry processes and procedures used in debris management and effectively conveying them to developers. Since then, the ADMS™ software has been utilized in 10+ debris monitoring projects.

Experience

09/2017 – 01/2018: Data Manager / Billing & Invoicing: 2017 Hurricane Irma in Florida | FDOT District 1: FDOT retained Metric staff to manage the debris removal caused by Irma. Metric's EMS staff responded quickly to District 1 and began the relief efforts the same day the storm hit. The team assisted the Department in the initial clearing of debris on the federal qualifying and non-federal qualifying roads, as well as the monitoring of the removal of hazardous limbs at the roadsides of these same roads. Metric staff provided a database where ticket data, field records, truck certifications, and other details, were easily accessible for query. Our team also maintained a database of all the photographs that correlated with the pertaining field documents. Project responsibilities included writing haul tickets for debris removal; maintaining all field records; making daily entries in the project diary to indicate the Contractor's personnel present on the job site, and equipment being utilized on the project; the acceptability of traffic control; the charging of contract time; estimating and documenting debris quantities; determining debris eligibility, types and acceptable disposal methods; measuring and computing haul truck volumes; inspecting the contractor's operations (daily) to ensure that all work was performed in accordance with the specified plans, specifications, and reimbursement program requirements; keeping clear and concise records of the contractual operations, preparing daily, weekly, monthly quantity summaries and breakdowns as well as daily progress reports in conformance with FDOT requirements; reconciling and recommending payment of hauling contractor's invoices. Over 150 new employees were hired to assist in the completion of the project. A total of 91,053.6 cubic yards (CY) of debris was removed from the Right-Of-Way (ROW). *Mr. Cormier was responsible for office personnel and data/reporting for FDOT District 01 debris removal monitoring project resulting from Hurricane Irma. The project included removal of more than 20,000 hazardous trees and 69,000 cubic yards of disaster-generated debris across 12 counties. Client: FDOT District 1; Reference: Sharon Hedrick Harris, District Maintenance Administrator (863) 519-2315; Duration: 09/2017 – Ongoing*

Natural Disaster Monitoring / CEI Pre-Event Contract No. 6 Disaster Monitoring / Construction Engineering & Inspection (2017–2023), Florida Department of Transportation, District 5: Under this pre-position contract, Metric provides debris removal monitoring, vendor management, data validation and reporting in accordance with FEMA/FHWA regulation over multiple disasters; always at the ready to mobilize quickly should a disaster occur.

Activation – Hurricane Ian (2022): As a result of Category 4 Hurricane Ian, FDOT District 5 activated the Metric team for debris removal monitoring for the counties included in the FDOT District 5 area. This effort included hiring 44 debris monitors to start right after the event. This was a historic event that provided significant flooding to the Central Florida area and was considered a 500-year flooding event. This event included damage assessments including performing site inspections to prepare detailed damage inspection reports, FEMA Project Worksheets in order to determine reimbursement eligibility. Other services being provided include debris monitoring and

Disasters

- 1786 – Gustav
- 1791 – Ike
- 1894 – RI Severe Storms and Flooding
- 4080 – Louisiana Hurricane Isaac
- 4089 – Rhode Island Hurricane Sandy
- 4145 – Colorado Severe Storms, Flooding, Landslides, and Mudslides
- 4166 – South Carolina Severe Winter Storm
- 4263 – Louisiana Severe Storms and Flooding
- 4266 – Texas Severe Storms and Flooding
- 4085 – Hurricane Sandy
- 4280 – Hurricane Hermine
- 4332 – Hurricane Harvey
- 4337 – Hurricane Irma
- 4399 – Hurricane Michael

inspection, debris monitoring operations, documentation and data management, field monitoring, reporting, sign and signal repair monitoring.

Data Manager / Billing & Invoicing: Pre-Event Disaster Monitoring / Construction Engineering & Inspection (08/2014-12/2019) & extended (1/2020 – 01/2030), Florida Department of Transportation (FDOT), District 3: Under this pre-position contract, Metric provides debris removal monitoring, vendor management, data validation and reporting in accordance with FEMA/FHWA. Activations under this contract include:

Data Manager / Billing & Invoicing: Activation - Hurricane Michael (2018): We performed debris monitoring for FDOT District 3 in response to Hurricane Michael, which struck the Florida Panhandle as a high-end category 5 storm event in October of 2018. Metric responded within hours of the event. The storm caused catastrophic damage from wind and storm surge, particularly in the Panama City Beach to Cape San Blas areas.

As the pre-event debris monitoring consultant for the District, we were immediately called to action, responding within hours of the event. We monitored debris on state roads for 13 counties and county roads in four counties.

In addition, we also performed quality assurance oversight for other contracts in five counties within the District. To accomplish this effort, nine debris hauling firms and four monitoring firms were deployed, with over 1,300 total personnel from local communities working on the project under Metric's supervision.

During this time, we monitored over 17.7 million CY of debris removed from the roadways – over five million CY from the state road system, and over 15.7 million CY from the county road system. This effort involved nine debris hauling firms; four monitoring firms. The tremendous debris volumes (21 million cubic yards), staff levels, recruitment abilities, and number of involved parties (stakeholders and contractors) led to this effort likely being one of the largest debris events in U.S. History.

Mr. Cormier managed the deployment of our ADMS system to document the removal of more than 167,380 hazardous trees and over 16,023,225.73 cubic yards (CY) of disaster-generated debris across 13 county's ON-SYSTEM roads and four county's OFF-SYSTEM roads, to date. *Mr. Cormier was responsible for the contractor invoicing and reconciliation phase for the project.*

Data Manager: Activation - Hurricane Hermine (2016): In September of 2016, our staff quickly responded to FDOT District 3 to manage the debris removal caused by Hurricane Hermine. Our staff assisted the District in the initial clearing of debris on the federal qualifying and non-federal qualifying roads, as well as the monitoring of the removal of hazardous limbs at the roadsides of these same roads. Metric provided a database where ticket data, field records, truck certifications, and other details, were easily accessible for query. Our Team also maintained a database of all the photographs that correlated with the pertaining field documents. Project responsibilities included writing haul tickets for debris removal; maintaining all field records; making daily entries in the project diary to indicate the Contractor's personnel present on the job site, and equipment being utilized on the project; the acceptability of traffic control; the charging of contract time; estimating and documenting debris quantities; determining debris eligibility, types and acceptable disposal methods; measuring and computing haul truck volumes; inspecting the contractor's operations (daily) to ensure that all work was performed in accordance with the specified plans, specifications, and reimbursement program requirements; keeping clear and concise records of the contractual operations, preparing daily, weekly, monthly quantity summaries and breakdowns as well as daily progress reports in conformance with FDOT requirements; reconciling and recommending payment of hauling contractor's invoices. Over 40 new employees were hired to assist in the completion of the project. A total of 18,543 cubic yards (CY) of debris was removed from the Right-Of-Way (R/W).

Molly Marcotte

Field Monitor



Technical Expertise

Engineering Inspection
Field Operations

Years of Experience

11 Years

Certifications

- CTQP QC Manager
- ATTSA Traffic Control Supervisor (05/2026)
- FEMA IS 100.c
- FEMA IS 200
- FEMA IS 700
- FEMA IS 800
- FEMA IS 1000
- FEMA IS 1001
- FEMA IS 1003
- FEMA IS 1007
- FEMA IS 1018
- Intermediate Maintenance of Traffic
- Xactimate Fundamentals/Proficiency Training
- Program Delivery Manager Operations Certificate

Disasters

- Hurricane Katrina 2005
- TS Gustave 2008
- Hurricane Ike 2008
- Deepwater Horizon/BP Oil Spill 2010
- Hurricane Isaac 2012
- Hurricane Irma 2012
- 2016 Floods – City of Covington LA
- Hurricane Irma 2017
- Hurricane Harvey 2017
- Hurricane Michael 2018
- Hurricane Laura/Delta 2020

Professional Profile

Ms. Marcotte has significant experience in Civil Engineering Inspection (CEI) and emergency disaster recovery. She has served as a Debris Manager and an Operations Manager for projects throughout the southeast, where she has managed and supervised debris removal from the right-of-way, inspected and approved eligible debris, inspected and properly permitted disposal sites, and verified debris quantities and types. She is technically sound in the project closeout process, and has an expert understanding of FEMA's reimbursement processes.

Experience

09/2017 – 01/2018: Operations Manager: 2017 Hurricane Irma in Florida, FDOT District 1:

Hurricane Irma struck the Florida coast with Category 4 strength winds. Ms. Marcotte served as Operations Manager for FDOT in District 1. Her responsibilities included but were not limited to coordinating efforts between FDOT and local governments, mobilizing, training, deploying, and supervising 10 project supervisors and 100 field monitors. Under Molly's direction, Metric completed over 300 truck certifications and oversaw 10000 hazardous trees removed from the DOT right-of-way.

Debris Manager: Pre-Event Disaster Monitoring / Construction Engineering & Inspection (08/2014-12/2019) & extended (1/2020 – 01/2030), Florida Department of Transportation (FDOT), District 3:

Under this pre-position contract, Metric provides debris removal monitoring, vendor management, data validation and reporting in accordance with FEMA/FHWA. Activations under this contract include:

Debris Manager: Activation – Hurricane Michael (2018): We performed debris monitoring for FDOT District 3 in response to Hurricane Michael, which struck the Florida Panhandle as a high-end category 5 storm event in October of 2018. Metric responded within hours of the event. The storm caused catastrophic damage from wind and storm surge, particularly in the Panama City Beach to Cape San Blas areas.

As the pre-event debris monitoring consultant for the District, we were immediately called to action, responding within hours of the event. We monitored debris on state roads for 13 counties and county roads in four counties.

In addition, we also performed quality assurance oversight for other contracts in five counties within the District. To accomplish this effort, nine debris hauling firms and four monitoring firms were deployed, with over 1,300 total personnel from local communities working on the project under Metric's supervision.

During this time, we monitored over 17.7 million CY of debris removed from the roadways – over five million CY from the state road system, and over 15.7 million CY from the county road system. This effort involved nine debris hauling firms; four monitoring firms. The tremendous debris volumes (21 million cubic yards), staff levels, recruitment abilities, and number of involved parties (stakeholders and contractors) led to this effort likely being one of the largest debris events in U.S. History.

Ms. Marcotte served as Operations Manager for FDOT in Region 3. Her responsibilities included but were not limited to coordinating efforts between FDOT and local governments, mobilizing, training, deploying, and supervising 20 project supervisors and 200 field monitors. Under Molly's direction, Metric completed over 600 truck certifications and oversaw 8,000 hazardous trees removed from the DOT right-of-way.

Natural Disaster Monitoring / CEI Pre-Event Contract No. 6 Disaster Monitoring / Construction Engineering & Inspection (2017–2023), Florida Department of Transportation, District 5:

Under this pre-position contract, Metric provides debris removal monitoring, vendor management, data validation and reporting in accordance with FEMA/FHWA regulation over multiple disasters; always at the ready to mobilize quickly should a disaster occur.

Activation – Hurricane Ian (2022): Following Category 4 Hurricane Ian, FDOT District 5 activated the Metric team to perform debris removal monitoring for the counties within FDOT District 5. This effort included hiring 44 Debris Monitors in the aftermath of the storm. Hurricane Ian was a historic event that provided significant flooding to the Central Florida area and was considered a 500-year flooding event. This activation included the performance of

damage assessments and site inspections to prepare Detailed Damage Inspection Reports (DDIRs) and Project Worksheets for FEMA. Additional services under this activation include debris monitoring and inspection, debris monitoring operations, data management, field monitoring, reporting, and sign and signal repair monitoring.

Activation – Tropical Storm Isaias Cut and Toss (2020)

Activation – Hurricane Dorian Cut and Toss (2019): FDOT retained Metric to manage the debris removal required after Hurricane Dorian. Metric's Emergency Management team responded quickly to District 5 and began the relief efforts the same day the storm hit. District 5 in Florida includes Brevard, Flagler, Lake, Marion, Orange, Osceola, Seminole, Sumter, and Volusia counties. The team assisted the Department of Transportation in the initial clearing of debris on the federal qualifying and non-federal qualifying roads, as well as the monitoring of the removal of hazardous limbs at the roadsides of these same roads. Metric staff provided a database where ticket data, field records, truck certifications, and other details, were easily accessible for query. Our team also maintained a database of all the photographs that correlated with the pertaining field documents. Project responsibilities included writing haul tickets for debris removal; maintaining all field records; making daily entries in the project diary to indicate the Contractor's personnel present on the job site, and equipment being utilized on the project; the acceptability of traffic control; the charging of contract time; estimating and documenting debris quantities; determining debris eligibility, types and acceptable disposal methods; measuring and computing haul truck volumes; inspecting the contractor's operations (daily) to ensure that all work was performed in accordance with the specified plans, specifications, and reimbursement program requirements; keeping clear and concise records of the contractual operations, preparing daily, weekly, monthly quantity summaries and breakdowns as well as daily progress reports in conformance with FDOT requirements; reconciling and recommending payment of hauling contractor's invoices. Over 40 new employees were hired to assist in the completion of the project.

10/2021 – 03/2022: Hurricane Ida, South Lafourche Levee District: Hurricane Ida made landfall as a Category 4 Hurricane near Port Fourchon on August 29, 2021. The South Lafourche Levee District was heavily impacted by the storm, as the storm surge brought in a large amount of marsh grass along with other mixed debris such as construction & demolition, white goods, creosote, and tires.

Metric monitored the removal and disposal of over 152,081 CY of debris from the 48-mile levee system, which runs from Larose to Golden Meadow, Louisiana. To accomplish this, 25 Debris Monitors, two Supervisors, and one Project Manager were brought on.

Metric performed truck certifications to determine the maximum haul capacity of haul units, oversaw Tower Monitors who graded debris loads, and verified final disposal of debris at designated disposal sites. Debris monitoring included monitoring and sorting/separating of debris (construction & demolition, white goods, creosote, tires) from marsh grass, and measuring marsh grass windrows. Metric used a conventional method that involved using rod and tape to measure windrows, and also provided an innovative solution to efficiently conduct measurements by using a Wingtra drone device and its provided drone footage.

Metric also provided two CanAm six-passenger side-by-sides to transport Debris Monitors and windrow measuring teams to different levee sections that were not accessible by car/truck. Per Louisiana Department of Environmental Quality permits and regulations, Debris Monitors were placed atop the levee system for fire watch during the contractor's burning of 30,186 CY of marsh grass windrows.

2010 – Present: Hurricane Laura, LaDOTD: Metric has held this contract for 10 years, having received multiple renewals and activations following numerous hurricane and flood events. Most recently, Metric was called upon to aid the state after Hurricane Laura, Hurricane Zeta, and Hurricane Delta ravaged the western part of Louisiana in 2020. In the aftermath of those hurricanes, Metric monitored the removal of over 3.1 million CY of debris. Overall, LaDOTD trusted Metric to oversee operations in 20 Louisiana parishes.

08/2021 – Present: Operations Manager: Hurricane Ida, Louisiana, District 1: Hurricane Ida struck the Louisiana coast with Category 4 strength winds. Mrs. Marcotte served as Lead Supervisor for DOTD District 02 Plaquemine and Orleans Parish where she oversaw the recovery of nearly 250,000 cubic yards of debris. Molly responsible for 32 monitors and 4 temporary debris management sites. Molly also assisted in identifying eligible debris in the streams for reimbursement and administering the program management.

08/2020 – Present: Debris Manager: Natural Disaster Monitoring LADOTD District 3: Following the devastating Hurricanes Laura and Delta, Molly served as Debris Manager in 8 Louisiana parishes; managing a total of 50 Monitors and resulting in removal of 302,713 CY Debris Removed From ROW (Vegetative Debris, C&D, Marsh Grass).

05/2016 – 2021: Statewide Natural Disaster Monitoring, Texas Department of Transportation: Metric provided debris monitoring services to support the oversight and management of debris recovery contractors. For this activation, TxDOT requested Metric to simultaneously perform work in four different locations. This included monitoring debris removal from the public rights-of-way, drainage areas, canals, and providing betterment justification for the FHWA-ER Program. Other services included facilitating communication with FEMA, FHWA, and other local, state, and federal agencies.

Michael D. Diette

TDMS Monitor/Tower Monitor



Technical Expertise

Field Operations
Debris Monitoring /
Supervision

Years of Experience

16 Years

Education

A.S., Computer Networking
(Coursework Only), Wake
Technical Community College
Central Piedmont Community
College

Certifications

- HP Education Services
- ITIL Foundation Certificate
in IT Management
- Certificate of Completion in
Understanding Network
Fundamentals
- CompTIA A+
- CompTIA Network+
- American Welding Society -
Certified Welding Inspector

Military

- Paratrooper – United States
Army

Professional Profile

Mr. Diette joined Metric's team as part of Metric's response to Hurricane Michael for the FDOT District 3 in 2018. As a Team Leader, Mr. Diette specifically tagged and measured debris haul vehicles and was a trainer for new hires. He supervised training of crews for leaners and hangers, and oversaw debris locations and their proper removal, including Maintenance of Traffic plans. He also served as a Quality Control team liaison. In that role, he assisted the project's Supervisor with ticket management, questions from staff, and timesheet approvals. He also performed ticket reconciliation to ensure all trees, limbs, and stumps were approved payable items that fell within FEMA approved locations and protocol. He also reviewed ticket submissions that were submitted by Debris Monitors and relayed any issues to Field Supervisors so they could be corrected on-site. He also cleared, updated, stored, and prepped devices and any other necessary equipment for future projects.

In addition to his debris monitoring background, he is an IT professional and trained computer technician with the ability to integrate communication skills, management experience, and his educational background to exceed technical, business, customer, and company goals. Mr. Diette is professionally trained in A+, and CompTIA Network+, and he is ITIL certified. Overall, he is a committed employee who focuses on team success while simultaneously maintaining his individual standards.

Experience

10/2018 – 06/2019: Team Leader: Pre-Event Disaster Monitoring / Construction Engineering & Inspection (08/2014-12/2019) & extended (1/2020 – 01/2030), Florida Department of Transportation (FDOT), District 3: Mr. Lopez was responsible for 85 Field Supervisors and 1200 Field Monitors as they cleared over 16 million Cubic Yards (CY) of debris on state and local roads across 13 counties. He was also responsible for a team that performed quality assurance oversight for five counties within the District. Mr. Lopez's team oversaw five monitoring firms and eight hauling contractors.

Activation - Hurricane Michael (2018): We performed debris monitoring for FDOT District 3 in response to Hurricane Michael, which struck the Florida Panhandle as a high-end category 5 storm event in October of 2018. Metric responded within hours of the event. The storm caused catastrophic damage from wind and storm surge, particularly in the Panama City Beach to Cape San Blas areas.

As the pre-event debris monitoring consultant for the District, we were immediately called to action, responding within hours of the event. We monitored debris on state roads for 13 counties and county roads in four counties.

In addition, we also performed quality assurance oversight for other contracts in five counties within the District. To accomplish this effort, nine debris hauling firms and four monitoring firms were deployed, with over 1,300 total personnel from local communities working on the project under Metric's supervision.

During this time, we monitored over 17.7 million CY of debris removed from the roadways – over five million CY from the state road system, and over 15.7 million CY from the county road system. This effort involved nine debris hauling firms; four monitoring firms. The tremendous debris volumes (21 million cubic yards), staff levels, recruitment abilities, and number of involved parties (stakeholders and contractors) led to this effort likely being one of the largest debris events in U.S. History.

08/2021 – Present: Debris Supervisor: Louisiana Department of Transportation and Development (response to Hurricane Ida):

Hurricane Ida struck the Louisiana coast with Category 4 strength winds. Mr. Diette was responsible for Contractor Truck certification, which includes measuring total hauling capacity, verifying calculations, verifying contractor has the required documentation to operate on state roads legally and that the equipment meets the minimum requirements of the contract. Michael oversaw the certification of 452 haul units and 91 pieces of debris removal equipment. Mr. Diette also supervised the team in charge of video clearance of over 1773 miles of roadway.

08/2020 – 06/2021: Debris Supervisor: Louisiana Department of Transportation and Development (response to Hurricane Delta):

Hurricane Delta struck the Louisiana coast with Category 2 strength winds. Mr. Diette served as a field supervisor, where he trained monitors in truck certification, proper field monitoring, tower monitoring, and field supervising. Mr. Diette conducted operational and safety briefings and supervised monitoring staff during recovery efforts in all parishes of DOTD District 7.

08/2020 – 06/2021: Debris Supervisor: Louisiana Department of Transportation and Development (response to Hurricane Laura): Supervised Right of Way debris operations in DOTD District 7 (Allen, Beauregard, Calcasieu, Cameron and Jeff Davis) parishes. Coordinated with Project Manager on a daily basis and relayed information and guidance to other supervisors. Coordinated with Prime and First tier subs daily to ensure that all operations were covered by monitors. Ensured proper and accurate documentation by monitors were performed. Conducted sign in, and safety meetings every morning prior to operations. Ensured that contractor performed operations within DOTD and FEMA guidelines. Assisted with truck certifications when needed. Performed numerous assessments and quantification of debris fields throughout the District to include, stumps, hanger/leaners, vegetative, C&D and commercial debris.

09/2017 – 06/2018: Field Supervisor: Debris Monitoring Services (response to 2017 Hurricane Harvey), Texas Department of Transportation (TXDOT) – Corpus Christi: Hurricane Harvey struck the Texas coast with Category 2 strength winds. Mr. Diette served as a field supervisor for TxDOT Corpus Christi, where he monitored crews that were collecting ROW vegetative debris, monitored trucks entering the debris disposal site, and checked tickets for errors. He also supervised the debris site and debris tower operations, supervised personnel, trained field and tower monitors, and worked with city officials to coordinate recovery efforts.

Tammy Authement

Field Monitor



Technical Expertise

Debris Management /
Monitoring
EMS Operations

Years of Experience

14 Years

Education

High School Diploma

Certifications/Training

- FDOT Intermediate Temporary Traffic Control (2/2023)
- ATSSA Traffic Control Supervisor – LA (10/2024)
- CTQP QC Manager
- ICS 100
- ICS 200
- ICS 700
- OSHA 30-Hour Construction Safety Awareness Course
- Respirator Protection Safety Course
- 8-Hour Asbestos Awareness Safety Course
- Flagger-Work Zone Safety Course
- Fall Protection Safety Course

Professional Profile

Ms. Authement has 14 years of experience with debris removal, including supervising and monitoring debris operations for Metric's disaster recovery division. To accomplish that goal, she assigns and supervises Debris Monitors on a daily basis.

Experience

09/2017 – 01/2018: Natural Disaster Monitoring/Construction Engineering and Inspection (CEI) Services (2014-2019), FDOT District 1: Under this pre-position contract, Metric provided debris removal monitoring, vendor management, and data validation and reporting for multiple disasters in accordance with FEMA and the FHWA.

Activation - Hurricane Irma (2017): FDOT retained our staff to manage the debris removal caused by Hurricane Irma, and our EMS staff responded quickly - beginning relief efforts the same day the storm hit. Our team assisted the Department in the initial clearing of debris on the federal qualifying and non-federal qualifying roads, as well as the monitoring of the removal of hazardous limbs at the roadsides of these same roads. Our staff provided a database where ticket data, field records, truck certifications, and other details were easily accessible for query. Our team also maintained a database of all the photographs that correlated with the pertaining field documents. Project responsibilities included writing haul tickets for debris removal, maintaining all field records, making daily entries into the project diary to indicate the Contractor's personnel that were present on the job site, as well as the equipment they were utilizing on the project, and the acceptability of traffic control. Other tasks included estimating and documenting debris quantities, determining debris eligibility, types and acceptable disposal methods, measuring and computing haul truck volumes, and inspecting the contractor's daily operations to ensure that all work was performed in accordance with the specified plans, specifications, and reimbursement program requirements. Over 150 new employees were hired to assist in the completion of the project, and a total of 91,053.6 CY of debris was removed from the R/W.

10/2018 – 06/2019: Debris Manager: Pre-Event Disaster Monitoring / Construction Engineering & Inspection (08/2014-12/2019) & extended (1/2020 – 01/2030), Florida Department of Transportation (FDOT), District 3: Mr. Lopez was responsible for 85 Field Supervisors and 1200 Field Monitors as they cleared over 16 million Cubic Yards (CY) of debris on state and local roads across 13 counties. He was also responsible for a team that performed quality assurance oversight for five counties within the District. Mr. Lopez's team oversaw five monitoring firms and eight hauling contractors.

Activation - Hurricane Michael (2018): We performed debris monitoring for FDOT District 3 in response to Hurricane Michael, which struck the Florida Panhandle as a high-end category 5 storm event in October of 2018. Metric responded within hours of the event. The storm caused catastrophic damage from wind and storm surge, particularly in the Panama City Beach to Cape San Blas areas. As the pre-event debris monitoring consultant for the District, we were immediately called to action, responding within hours of the event. We monitored debris on state roads for 13 counties and county roads in four counties. In addition, we also performed quality assurance oversight for other contracts in five counties within the District. To accomplish this effort, nine debris hauling firms and four monitoring firms were deployed, with over 1,300 total personnel from local communities working on the project under Metric's supervision.

During this time, we monitored over 17.7 million CY of debris removed from the roadways – over five million CY from the state road system, and over 15.7 million CY from the county road system. This effort involved nine debris hauling firms; four monitoring firms. The tremendous debris volumes (21 million cubic yards), staff levels, recruitment abilities, and number of involved parties (stakeholders and contractors) led to this effort likely being one of the largest debris events in U.S. History.

08/2021 – Present: Debris Supervisor: Louisiana Department of Transportation and Development (response to Hurricane Laura): Hurricane Ida struck the Louisiana coast with Category 4 strength winds. Ms. Authement was responsible for coordinating disaster debris removal efforts in DOTD district 02 in Plaquemines, LA. In this role Tammy supervised 15 monitors and 18 haul crews and ensured the contractor followed FEMA guidelines and regulations for debris removal. Some of those tasks consist of QA/QC of tickets and dump logs, truck tarping and resolving contractor field issues.

08/2020 – 06/2021: Debris Supervisor: Louisiana Department of Transportation and Development (response to Hurricane Laura): Mrs. Authement supervised Right of Way debris operations in DOTD District 03. She Coordinated with the Project Manager daily and relayed information and guidance to other supervisors. She worked with Prime and First-tier subs daily to ensure that monitors covered all operations. Tammy Conducted sign-in and safety meetings daily before field operations. Tammy also confirmed that the contractor performed operations within DOTD and FEMA guidelines. When needed, she assisted with truck certifications and performed numerous damage assessments throughout the district, including stumps, hanger/leaners, vegetative, C & C & C&D, and commercial debris.

Michael Stacks

TDMS Monitor/Tower Monitor



Technical Expertise

Debris Monitoring
Hangers & Leaners

Years of Experience

4 Years

Education

High School Diploma

Professional Profile

Mr. Stacks began his debris monitoring career in Wilmington, North Carolina following Hurricane Florence. Upon completion of that job, he traveled to the Florida Panhandle to assist with debris monitoring in the aftermath of Hurricane Michael in late 2018. Overall, he has successfully completed debris monitoring jobs in North Carolina, Florida, Louisiana, and Texas. In his current role, he supervises 25-30 debris monitors and ensures all daily contract activities are carried out, and he also verifies that all Maintenance of Traffic plans meet required FDOT and FEMA standards. Following Hurricane Ian, he taught FEMA's "Leaners and Hangers" class in FDOT District 1, and he also oversaw the removal of leaners and hangers from the right-of-way. Additional duties that he has performed include providing truck certifications, oversight of haul-out and debris pick up from the initial pick-up stage through final disposal, and assisting with vacuum truck clean-out of several hundred storm inlets across FDOT District 1.

Experience

Pre-Event Disaster Monitoring / Construction Engineering & Inspection Services (2018-2023), (Sub to EXP U.S. Services, Inc.), FDOT District 1: Metric was contracted by EXP U.S. Services, Inc. to support their team's under the FDOT District 1 contract. This contract is to provide Disaster Monitoring/Construction Engineering and Inspection (CEI) services required for contract administration, disaster related damage assessment, debris monitoring, recovery monitoring, construction inspection for emergency work and environmental clearance support for the event preparation and recovery efforts in District 1 for the contract duration.

Activation - Hurricane Ian (2022): Metric was contracted with EXP US Services Inc. to provide debris monitoring support under EXP's master contract with FDOT District 1. Hurricane Ian came ashore just south of Punta Gorda, near Pirate Harbor with winds of 145 mph which resulted in mass damage to the Southwest Florida area including creating new channels of waterways on Sanibel and Captiva Islands. Overall, the storm surge was 7 feet and produced just over 28 inches of rainfall. EXP hired Metric for debris monitoring services to help FDOT District 1's due to the significant damage done to this area. This effort included hiring a Debris Manager and an Operations Debris Manager as well as other debris monitoring positions as needed to assist the overall EXP team. It was the deadliest hurricane to strike the state of Florida since the 1935 Labor Day hurricane. Other services we provide include documentation and data management, field monitoring, and reporting.

Natural Disaster Monitoring / CEI Pre-Event Contract No. 6 Disaster Monitoring / Construction Engineering & Inspection (2017–2023), Florida Department of Transportation, District 5: Under this pre-position contract, Metric provides debris removal monitoring, vendor management, data validation and reporting in accordance with FEMA/FHWA regulation over multiple disasters; always at the ready to mobilize quickly should a disaster occur.

Activation - Hurricane Ian (2022): As a result of Category 4 Hurricane Ian, FDOT District 5 activated the Metric team for debris removal monitoring for the counties included in the FDOT District 5 area. This effort included hiring 44 debris monitors to start right after the event. This was a historic event that provided significant flooding to the Central Florida area and was considered a 500-year flooding event. This event included damage assessments including performing site inspections to prepare detailed damage inspection reports, FEMA Project Worksheets in order to determine reimbursement eligibility. Other services being provided include debris monitoring and inspection, debris monitoring operations, documentation and data management, field monitoring, reporting, sign and signal repair monitoring.

Pre-Event Disaster Monitoring / Construction Engineering & Inspection Services (2018-2023), (Sub to EXP U.S. Services, Inc.), FDOT District 7: Metric was contracted by EXP U.S. Services, Inc. to support their team's under the FDOT District 7 contract. This contract is to provide Disaster Monitoring/Construction Engineering and Inspection (CEI) services required for contract administration, disaster related damage assessment, debris monitoring, recovery monitoring, construction inspection for emergency work and environmental clearance support for the event preparation and recovery efforts in District 7 for the contract duration.

Activation - Hurricane Ian (2022): Metric was contracted with EXP US Services Inc. to provide debris monitoring support under EXP's master contract with FDOT District 7. Hurricane Ian came ashore in southwest Florida with winds of 145 mph. EXP hired Metric for debris monitoring services to help FDOT District 7's due to the large amount of damage done to the southern portions of District 7 and across the entire District 7 area. This effort included hiring Metric to provide debris monitoring services as needed to assist the overall EXP team. It was the deadliest hurricane to strike the state of Florida since the 1935 Labor Day hurricane. Other services we provide include documentation and data management, field monitoring, and reporting.

Pre-Event Disaster Monitoring / Construction Engineering & Inspection (08/2014-12/2019) & extended (1/2020 – 01/2030), Florida Department of Transportation (FDOT), District 3: Under this pre-position contract, Metric provides debris removal monitoring, vendor management, data validation and reporting in accordance with FEMA/FHWA. Activations under this contract include:

Activation - Hurricane Michael (2018): We performed debris monitoring for FDOT District 3 in response to Hurricane Michael, which struck the Florida Panhandle as a high-end category 5 storm event in October of 2018. Metric responded within hours of the event. The storm caused catastrophic damage from wind and storm surge, particularly in the Panama City Beach to Cape San Blas areas.

As the pre-event debris monitoring consultant for the District, we were immediately called to action, responding within hours of the event. We monitored debris on state roads for 13 counties and county roads in four counties.

In addition, we also performed quality assurance oversight for other contracts in five counties within the District. To accomplish this effort, nine debris hauling firms and four monitoring firms were deployed, with over 1,300 total personnel from local communities working on the project under Metric's supervision.

During this time, we monitored over 17.7 million CY of debris removed from the roadways – over five million CY from the state road system, and over 15.7 million CY from the county road system. This effort involved nine debris hauling firms; four monitoring firms. The tremendous debris volumes (21 million cubic yards), staff levels, recruitment abilities, and number of involved parties (stakeholders and contractors) led to this effort likely being one of the largest debris events in U.S. history.

Disaster Recovery, Louisiana Department of Transportation and Development: Metric has held this contract for 10 years, having received multiple renewals and activations following numerous hurricane and flood events. Under this pre-positioned contract, Metric provides monitoring and oversight of debris removal operations in accordance with FEMA Category A requirements and is responsible for vendor management, data management, reporting, and overall project compliance over multiple disasters.

Activation – Hurricane Ida (2021): Metric has held a contract with the LaDOTD for more than 10 years for Natural Disaster Monitoring, having received multiple renewals and activations. For Hurricane Ida, our team has monitored debris in Orleans, St. Bernard, Plaquemines, Jefferson, Lafourche, Terrebonne, and St. Charles parishes.

Statewide Natural Disaster Monitoring (2016-2021), Texas Department of Transportation: Metric provided services to provide disaster debris recovery monitoring services to support the oversight and management of debris recovery contractors. Metric provided services as needed and requested by TxDOT and perform work in a minimum of four locations simultaneously. This included but was not limited to, monitoring debris removal from the public rights-of-way, drainage areas, canals, and providing betterment justification for Federal Highway Administration, (FHWA) – Emergency Relief Program and other public or designated areas. Other services included facilitating communication with the Federal Emergency Management Agency (FEMA), FHWA, and other local, state, and federal agencies.

Activation - Hurricane Laura (2020): Hurricane Laura crashed ashore in 2020 as a category 4 storm, causing catastrophic damage throughout eastern Texas and leaving debris scattered throughout deep East Texas highways, county roads, and city streets. Metric monitored removal of over 1 million cubic yards of vegetative and construction and demolition debris throughout TXDOT's Beaumont District. Metric began operations within one day of landfall, providing debris removal monitoring staff at loading sites and debris management sites. Our team collaborated with TXDOT, FEMA, FHWA, and the Texas Commission on Environmental Quality (TCEQ) to secure necessary permits and implement a strategy to clear impacted thoroughfares throughout the region. Metric deployed our proprietary Automated Debris Management System (ADMS) to support this project, allowing for digital tracking of debris removal operations. We also used our hand-held mobile app which allows monitors to enter data into ADMS directly from the field, streamlining data collection, reporting, and reducing errors.

Technical Expertise

Debris Monitoring
Emergency Management

Years of Experience

3 Years

Education

High School Diploma

Certifications/Training

ATSSA Traffic Control
Supervisor – LA (10/2024)

Professional Profile

Mr. Herzog has experience with inventory control and process improvement. He is analytical with excellent management and communication skills. As a Supervisor/Monitor on debris monitoring contracts, he has helped determine eligible debris, prepare load tickets, and oversee Debris Management Sites to ensure proper protocols are adhered to.

Experience

Pre-Event Disaster Monitoring / Construction Engineering & Inspection Services (2018-2023), (Sub to EXP U.S. Services, Inc.), FDOT District 1: Metric was contracted by EXP U.S. Services, Inc. to support their team's under the FDOT District 1 contract. This contract is to provide Disaster Monitoring/Construction Engineering and Inspection (CEI) services required for contract administration, disaster related damage assessment, debris monitoring, recovery monitoring, construction inspection for emergency work and environmental clearance support for the event preparation and recovery efforts in District 1 for the contract duration.

Activation - Hurricane Ian (2022): Metric was contracted with EXP US Services Inc. to provide debris monitoring support under EXP's master contract with FDOT District 1. Hurricane Ian came ashore just south of Punta Gorda, near Pirate Harbor with winds of 145 mph which resulted in mass damage to the Southwest Florida area including creating new channels of waterways on Sanibel and Captiva Islands. Overall, the storm surge was 7 feet and produced just over 28 inches of rainfall. EXP hired Metric for debris monitoring services to help FDOT District 1's due to the significant damage done to this area. This effort included hiring a Debris Manager and an Operations Debris Manager as well as other debris monitoring positions as needed to assist the overall EXP team. It was the deadliest hurricane to strike the state of Florida since the 1935 Labor Day hurricane. Other services we provide include documentation and data management, field monitoring, and reporting.

Natural Disaster Monitoring / CEI Pre-Event Contract No. 6 Disaster Monitoring / Construction Engineering & Inspection (2017-2023), Florida Department of Transportation, District 5: Under this pre-position contract, Metric provides debris removal monitoring, vendor management, data validation and reporting in accordance with FEMA/FHWA regulation over multiple disasters; always at the ready to mobilize quickly should a disaster occur.

Activation - Hurricane Ian (2022): As a result of Category 4 Hurricane Ian, FDOT District 5 activated the Metric team for debris removal monitoring for the counties included in the FDOT District 5 area. This effort included hiring 44 debris monitors to start right after the event. This was a historic event that provided significant flooding to the Central Florida area and was considered a 500-year flooding event. This event included damage assessments including performing site inspections to prepare detailed damage inspection reports, FEMA Project Worksheets in order to determine reimbursement eligibility. Other services being provided include debris monitoring and inspection, debris monitoring operations, documentation and data management, field monitoring, reporting, sign and signal repair monitoring.

Debris Manager: Pre-Event Disaster Monitoring / Construction Engineering & Inspection (08/2014-12/2019) & extended (1/2020 - 01/2030), Florida Department of Transportation (FDOT), District 3: Mr. Lopez was responsible for 85 Field Supervisors and 1200 Field Monitors as they cleared over 16 million Cubic Yards (CY) of debris on state and local roads across 13 counties. He was also responsible for a team that performed quality assurance oversight for five counties within the District. Mr. Lopez's team oversaw five monitoring firms and eight hauling contractors.

Activation - Hurricane Michael (2018): We performed debris monitoring for FDOT District 3 in response to Hurricane Michael, which struck the Florida Panhandle as a high-end category 5 storm event in October of 2018. Metric responded within hours of the event. The storm caused catastrophic damage from wind and storm surge, particularly in the Panama City Beach to Cape San Blas areas.

As the pre-event debris monitoring consultant for the District, we were immediately called to action, responding within hours of the event. We monitored debris on state roads for 13 counties and county roads in four counties.

In addition, we also performed quality assurance oversight for other contracts in five counties within the District. To accomplish this effort, nine debris hauling firms and four monitoring firms were deployed, with over 1,300 total personnel from local communities working on the project under Metric's supervision.

During this time, we monitored over 17.7 million CY of debris removed from the roadways – over five million CY from the state road system, and over 15.7 million CY from the county road system. This effort involved nine debris hauling firms; four monitoring firms. The tremendous debris volumes (21 million cubic yards), staff levels, recruitment abilities, and number of involved parties (stakeholders and

Statewide Natural Disaster Monitoring, Texas Department of Transportation: Metric provided services to provide disaster debris recovery monitoring services to support the oversight and management of debris recovery contractors. Metric provides services as

needed and requested by TxDOT and perform work in a minimum of four locations simultaneously. This included but was not limited to, monitoring debris removal from the public rights-of-way, drainage areas, canals, and providing betterment justification for Federal Highway Administration, (FHWA) – Emergency Relief Program and other public or designated areas. Other services included facilitating communication with the Federal Emergency Management Agency (FEMA), FHWA, and other local, state, and federal agencies.

Activation: 2017 Hurricane Harvey: Waterway Debris Removal, Corpus Christi, TX: Metric supported the TxDOT Corpus Christi District by managing disaster debris removal efforts following Hurricane Harvey in 2017. Metric assisted and supported the assigned TxDOT Project engineers in the inspection and monitoring of districtwide debris removal and disposal contracts on federal aid qualifying and non-federal aid qualifying routes. Our team provided an electronic database to process, store and query all data including photographs, field documents, haul truck certifications, etc. Project responsibilities included writing haul tickets for debris removal; maintaining all field records; making daily entries in the project diary to indicate the Consultant's personnel and Contractor's personnel present on the job site, the contractor's personnel and equipment being utilized on the project, the work being accepted, the acceptability of traffic control, and the charging of contract time; estimating and documenting debris quantities; determining debris eligibility, types and acceptable disposal methods; measuring and computing haul truck volumes; inspecting the contractor's operations (daily) to ensure that all work was performed in accordance with the specified plans, specifications, and reimbursement program requirements; keeping clear and concise records of the contractual operations, preparing daily, weekly, monthly quantity summaries and breakdowns as well as daily progress reports in conformance with DOT requirements; reconciling and recommending payment of hauling contractor's invoices.

Disaster Debris Removal Monitoring Consultant, Texas General Land Office (GLO): Metric provided Storm-Related Debris Removal Monitoring from Texas beaches and in the waters of the State of Texas, including the Gulf of Mexico, out to one-quarter (1/4) mile; all publicly-owned bays and canals, including public waters within residential and industrial areas; from the public rights-of-way, private property, drainage areas, canals, waterways; and other public, eligible, or designated areas. Metric was responsible for: (1) verifying that debris is storm-related; (2) monitoring the segregation of debris for recycling; (3) monitoring the cutting and removal of vegetative debris; (4) monitoring the loading of debris-hauling equipment; (5) taking necessary Global Positioning System ("GPS") readings of debris locations; and (6) ensuring that hazardous wastes are not mixed in with any loads. At debris management sites, Metric was responsible for: (1) staffing inspection towers; (2) accurately measuring the capacity of debris-hauling equipment; (3) verifying debris load tickets to ensure completeness and accuracy of the amounts recorded; (4) periodically recalibrating load measures; and (5) ensuring proper segregation of debris for recycling. At debris disposal sites, Metric was responsible for: (1) ensuring the proper disposal of all debris and (2) ensuring that all debris is removed from debris hauling equipment.

Activation: 2017 Hurricane Harvey: Metric provided disaster debris removal monitoring services to the Texas GLO following Hurricane Harvey (2017) to include the removal of debris found on Texas beaches and in the waters of the State of Texas, including the Gulf of Mexico out to one-quarter (1/4) mile, and all publicly owned bays and canals, including public waters within residential and industrial areas, and from the public rights-of-way, private property, drainage areas, canals, waterways, and other public, eligible, and designated areas. 29,152 cubic yards of debris were removed from 89.5 miles of Texas rivers and bayous.

GLO staff began storm response a few days after Hurricane Harvey passed and identified areas which had debris that posed a risk to human health and safety. Work began to remove the hazards on submerged state land on December 8, 2017, from both land and vessel. Work began on the Colorado River (Matagorda County), moved south to the Lower Coast bays and lagoons (Aransas and Nueces County), and then north to the Upper Coast rivers and bayous (Brazoria and Galveston County). Debris was collected from the waterways by small work barges with grapples; if debris was too large to collect with the barge grapple, it was cut to manageable size by hand with chainsaw and then collected. Once collected, debris was loaded directly from the barges into the dump trucks. Once debris was in the truck, Metric Engineering personnel were raised in a lift to the top of the truck to make load calls. USACE representatives were frequently on site and verified the calls. All debris was disposed of in Texas Commission on Environmental Quality (TCEQ) permitted landfills.

Prior to beginning work in specific areas, scoping trips were taken by vessel to identify debris, discuss removal criteria, and address any concerns. After removal was deemed complete by contractors, areas were verified as free from hazardous storm debris by GLO staff supported by Metric. The Colorado River project area was split into a northern and southern part, with an approximate 2.2 miles around the Gulf Intracoastal Water left untouched, while both Chocolate Bayou and the San Bernard river had several areas where state submerged land deviated from the main navigation channel, as the GLO only has jurisdiction over the natural meanders, not areas dredged from uplands for straightaways. Additionally, the Oyster Creek project area ended approximately 9.3 miles south of the GLO jurisdiction area, at the approximate Lake Jackson city limits.

Amber Brewer

TDMS Monitor/Tower Monitor



Technical Expertise

Debris Monitoring
EMS Operations

Years of Experience

1 Year

Education

High School Diploma

Professional Profile

Ms. Brewer is a detail-oriented professional who recently joined Metric. She assists in the process of both debris monitoring and overall supervision of debris pick up crews.

Experience

Natural Disaster Monitoring / CEI Pre-Event Contract No. 6 Disaster Monitoring / Construction Engineering & Inspection (2017–2023), Florida Department of Transportation, District 5: Under this pre-position contract, Metric provides debris removal monitoring, vendor management, data validation and reporting in accordance with FEMA/FHWA regulation over multiple disasters; always at the ready to mobilize quickly should a disaster occur.

Activation - Hurricane Ian (2022): As a result of Category 4 Hurricane Ian, FDOT District 5 activated the Metric team for debris removal monitoring for the counties included in the FDOT District 5 area. This effort included hiring 44 debris monitors to start right after the event. This was a historic event that provided significant flooding to the Central Florida area and was considered a 500-year flooding event. This event included damage assessments including performing site inspections to prepare detailed damage inspection reports, FEMA Project Worksheets in order to determine reimbursement eligibility. Other services being provided include debris monitoring and inspection, debris monitoring operations, documentation and data management, field monitoring, reporting, sign and signal repair monitoring.

Pre-Event Disaster Monitoring / Construction Engineering & Inspection Services (2018-2023), (Sub to EXP U.S. Services, Inc.), FDOT District 1: Metric was contracted by EXP U.S. Services, Inc. to support their team's under the FDOT District 1 contract. This contract is to provide Disaster Monitoring/Construction Engineering and Inspection (CEI) services required for contract administration, disaster related damage assessment, debris monitoring, recovery monitoring, construction inspection for emergency work and environmental clearance support for the event preparation and recovery efforts in District 1 for the contract duration.

Activation - Hurricane Ian (2022): Metric was contracted with EXP US Services Inc. to provide debris monitoring support under EXP's master contract with FDOT District 1. Hurricane Ian came ashore just south of Punta Gorda, near Pirate Harbor with winds of 145 mph which resulted in mass damage to the Southwest Florida area including creating new channels of waterways on Sanibel and Captiva Islands. Overall, the storm surge was 7 feet and produced just over 28 inches of rainfall. EXP hired Metric for debris monitoring services to help FDOT District 1's due to the significant damage done to this area. This effort included hiring a Debris Manager and an Operations Debris Manager as well as other debris monitoring positions as needed to assist the overall EXP team. It was the deadliest hurricane to strike the state of Florida since the 1935 Labor Day hurricane. Other services we provide include documentation and data management, field monitoring, and reporting.

APPENDIX II. ODYSSEUS™

II.1 Odysseus™ Enterprise System (OES) Grant Management Technologies

Odysseus™ is a cloud-based system, developed by our team of disaster recovery and technical experts, that offers a suite of tools and systems designed and dedicated to the efficient management of comprehensive disaster and emergency management programs. Odysseus™ features the unique characteristic of providing standardization and flexibility, and concurrently utilizes a suite of applications to promote increased participation, collaboration, transparency, and compliance. This union of technological and programmatic features offers organizations an efficient and effective method to systematically design, develop, maintain, and continually improve programs and operations throughout the preparedness, response, recovery, and mitigation/protection phases.



II.2 Grant Management Tool (GMT)



The FEMA Grants Portal is designed to only manage FEMA Public Assistance funds. The system is not designed from the community perspective and offer a platform for communities to manage all of their federal grants, track their disaster recovery progress, monitor compliance, examine contractor performance, identify potential funding gaps, and leverage all available disaster assistance funds to maximize opportunity.



This is especially true for communities that have past open disasters or received funds through HUD's Community Development Block Grant – Disaster Recovery (HUD CDBG-DR), CARES Act, or the American Rescue Plan Act (ARPA). Successful disaster recovery today is directly correlated to the community's ability to leverage all available funds to rebuild a more resilient future.



For these reasons, ISC invested in developing the **Odysseus™ | Grant Management Tool (GMT)**. The GMT is a web-based tool developed by Team ISC to manage data and track the grant management process. The GMT can be integrated into current client processes and systems to help drive workload, track performance, monitor funding queues, create reports, monitor compliance, and audit requirements.

This tool provides a centralized location to collaborate on projects and automates workflow to increase efficiency. Personalized dashboards highlight pending tasks and can help gauge the overall progress of funding. This database is customizable to meet the City's needs and can easily integrate with a web-based application to increase accuracy in data reporting. Furthermore, ISC's GMT integrates with our timesheet and expense tracking system, providing transparency and accountability of eligible DAC and non-DAC expenditures.

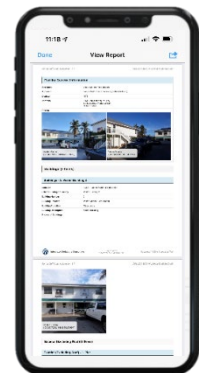
REAL-TIME TRACKING	Tracking and reporting of grant funding allows your organization to expedite disaster recovery efforts and maximize reimbursement
CUSTOMIZABLE	Personalized dashboard reports allow for transparency and help guide the execution and management of disaster grant allocations
DATA ACCESS	Easy-to-interpret data reporting and graphic analytics helps to identify resource needs and gauge the progress of disaster recovery
COMPATABILITY	The program can be integrated with existing tools and software including your organization's financial management system
TOOLS	Provides the ability to track FEMA Public Assistance, CDBG-DR, FEMA 404/406 HMGP, CARES Act assistance grant, and many more
COMPLIANCE	Automated notifications and simplified workflows ensure compliance with federal regulatory & disaster program requirements
FLEXIBILITY	Modify the GMT's workflow to adhere to individual programs, processes, and procedures with standardization and flexibility

GMT™ Disaster Recovery Features

II.3 Damage Assessment Tool



For this reason, ISC developed the **Odysseus™ | Site Inspection Tool (SIT)**. The Odysseus (SIT) offers an easy-to-use application for real-time damage assessments and log site-specific damage inventory. The Odysseus™ | SIT offers ready access to site-specific damage inventories, providing users with real-time dashboard reporting of damage assessments and mapping of site-specific inventory of damages. The SIT is customizable and can be accessed via mobile phone with or without internet connection. Data from the SIT is transferred to the **Odysseus™ | GMT** with a click of the button, streamlining the reporting of damages and expediting the FEMA reimbursement process.



II.4 FEMA Closeout Validator Tool (CVT)



FEMA is constantly making changes to its Public Assistance Program, and many of these changes increase the administrative burden on sub-recipients. Most recently, FEMA began to conduct 100% validation of FEMA Public Assistance project closeouts, causing weeks and even months of work to review, analyze, identify, and address discrepancies in their disaster related costs and expenditures.

ISC's introduction of the **Odysseus™ | Closeout Validation Tool (CVT)** has successfully eliminated this burden. **What took weeks and months can now be accomplished in a matter of hours.** The Odysseus™ | CVT provides walks users through FEMA's arduous Closeout Validation process and provides a systematic solution that reduces weeks of burden to simply hours. The Odysseus™ | CVT aligns thousands of line items of FEMA reimbursable expenses and systematically identifies minute discrepancies that will hold up FEMA's Public Assistance closeout process.

II.5 Additional OES Products

In addition to our GMT, ISC's Odysseus™ offers a range of products to assist our clients:



KNOWLEDGE MANAGEMENT SYSTEM

The core of the Odysseus™ platform, the Knowledge Management System (KMS), gives planners an online tool dedicated to the development and maintenance of programs, plans, policies, and guidance while offering standardization and flexibility.



COMPLIANCE & PERFORMANCE METRICS

The Odysseus™ | Compliance & Performance Metric Tool (CPM) offers users with data-driven assessments that systematically evaluate the compliance and/or performance to various governmental and industry recognized programs and standards.



ASSESSMENT & ANALYSIS TOOL

The Odysseus™ | Assessment & Analysis Tool (AAT) allows user administrators to generate customized assessments that can be used to evaluate and track the performance and progress of their programs and initiatives based on your metrics and measurements.



COMPUTER-BASED TRAINING SIMULATOR

Odysseus™ | Computer-Based Training (CBT) system offers users with ready-to-use or customized computer-based training modules to aid in your organization's knowledge transfer and retention. Odysseus | CBT comes with the Training, Exercise and Management System (TEAM), which serves as your learning management platform to access and manage education, training, and exercising for your organization. Courses can utilize the Simulator (IES) to create an interactive, real-life simulation to enhance learning.



INTEGRATED SOLUTIONS
CONSULTING

Integrated Solutions Consulting, Inc. (ISC)

is a professional services firm focused on developing and implementing comprehensive crisis and consequence management solutions. We are recognized as innovative problem solvers, dedicated to the profession of emergency management and proficient in the disciplines that support it. As recipients of the Dun & Bradstreet Top Supplier Performance Rating for reliability, cost, order accuracy, timeliness, quality, business relations, personnel, customer support, and responsiveness, ISC proudly offers your community over 775+ years of experience, technical expertise, and unparalleled performance.



Proposal for RFP No.: 23-15

Disaster Debris Monitoring & Grant Consulting Services

City of Port Orange, Florida

Electronic | August 2023

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City of Port Orange City Clerk's Office
Jill Poolman, Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129

August 29, 2023

Subject: Disaster Debris Monitoring & Grant Consulting Services (RFP #23-15)

Dear Jill Poolman and Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) submits the enclosed proposal in response to the City of Port Orange (City) request for proposals for Disaster Debris Monitoring & Grant Consulting Services. Our proposal describes our technical expertise in disaster debris management and our approach to delivering unmatched services to the City:

- **National Leadership in Debris Monitoring.** Our team has successfully assisted **over 300 local and state government clients** with planning for and recovering from disasters. With extensive experience successfully managing multiple disaster response and recovery operations across the U.S. simultaneously, we have overseen and managed the removal of **over 172 million cubic yards (CYs) of debris**, resulting in excess of **\$12 billion in reimbursable costs** to our clients. We have served as the ground-zero debris monitoring consultant for hundreds of clients affected by our nation's most catastrophic natural disasters, including Hurricanes Ian, Laura, Sally, Michael, Irma, Matthew, Florence, and Harvey; over a dozen wildfires; and numerous severe storm, tornado, and flooding events.
- **Extensive Debris and Grant Management Experience Throughout the State of Florida.** Since 2004, our team has **monitored the collection and removal of almost 60 million CY of debris in Florida** and has assisted numerous communities in Florida with response and recovery efforts after Hurricanes Charley, Frances, Jeanne, Ivan, Dennis, Katrina, Wilma, Matthew, Irma, Michael, Sally, and most recently, Ian, and Nicole. In recent years, **the City of Port Orange** activated our team following Hurricane Irma, where our team monitored the removal of **over 110,000 CY of debris**. In addition, our team has assisted communities after a variety of other disasters, including tropical storms, tornadoes, fires, and floods. Tetra Tech is proud of our experience in Florida and is committed to successfully managing all phases of debris monitoring for our clients after a debris-generating event. **We have over 1,000 staff across 22 offices throughout Florida, including our Response and Recovery Division headquarters in Maitland.** Tetra Tech is available to the City before, during, and after a disaster.
- **Deeply Experienced Project Management Team.** The team of disaster debris experts who were specifically selected for this engagement were chosen based on their experience, programmatic expertise, and availability to respond to the City's needs. Leading the Tetra Tech Disaster Recovery division is **Mr. Jonathan Burgiel, a 35-year veteran of the industry who is a leading expert in disaster debris monitoring and Federal Emergency Management Agency (FEMA) reimbursement.** As the **former Recovery Bureau Chief of the Florida Division of Emergency Management (FDEM), senior management team member, Allison McLeary** understands the points of friction many PA grant projects can encounter through the submittal and review process. She will advocate for the City's projects and help to ensure the City's priorities are addressed. Additionally Wade Greene, our proposed project manager is an expert in large-scale mobilizations, project staffing, and debris monitoring operations, and has extensive experience in disaster debris project management support under the FEMA PA Grant Program.
- **Tetra Tech excels in providing comprehensive and turnkey services,** leveraging our strengths and expertise across various areas. With our exceptional Public Information Support, we effectively engage and interact with different populations, ensuring their needs and concerns are heard and addressed. Through our extensive experience in City of Port Orange, we bring familiarity and understanding of our clients needs. Our experience in local project implementation further solidifies our understanding of community dynamics and allows us to tailor our approach to meet specific needs. With a

Tetra Tech₂ Inc.

2301 Lucien Way, Suite 120, Maitland, FL 32751
Tel 321-441-8500 Fax 321-441-8501 tetratech.com

deep understanding of local, state, and federal best practices, we are well-equipped to handle projects in these specialized areas, providing comprehensive and effective solutions. Tetra Tech's strength lies in our ability to offer a broad range of services while maintaining a high level of expertise across all aspects of our work.

- **Proprietary, Best-in-Class Automated Debris Management System (ADMS) Technology.** Via *RecoveryTrac™* ADMS, our staff can monitor and manage a recovery effort electronically, increasing productivity while decreasing fraud, human error, and cost to the City. *RecoveryTrac™* ADMS enables real-time collection data and furnishes accurate and timely reporting to City stakeholders. ***RecoveryTrac™ ADMS is validated by the United States Army Corps of Engineers (USACE)*** and is the ADMS preferred by USACE debris contractors.
- **Cost-effective Solution for Recovering Communities.** Our team of disaster recovery experts remains on the forefront of the debris monitoring industry, and we are committed to providing the latest technological advancements, which increase efficiency and result in significant cost savings to our clients. ***Tetra Tech provides the best value by arming recovering communities with unmatched expertise and reasonably priced hourly rates thanks to advancements in our proprietary ADMS technological capabilities.***

In addition, Tetra Tech is prepared to provide the required performance and payment bonds upon contract activation as stated in the City's RFP/Sample Contract. For questions regarding this response, please contact the representatives listed below. As an authorized representative of the firm, I am authorized and empowered to sign this proposal and bind the firm in contractual commitments.

Technical Representative: Mr. Ralph Natale

2301 Lucien Way, Suite 120, Maitland, FL 32751
Phone: 321-441-8518 | Fax: 321-441-8501
ralph.natale@tetrattech.com

Contractual Representative: Ms. Betty Kamara

2301 Lucien Way, Suite 120, Maitland, FL 32751
Phone: 321-441-8518 | Fax: 321-441-8501
TDR.contracts@tetrattech.com

Sincerely,

Tetra Tech, Inc.



Jonathan Burgiel
Business Unit President – Tetra Tech Disaster Recovery

Tab A – Required Documents

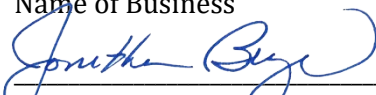
- Form 9.1 Proposal Submittal Checklist
- Form 9.2 Proposer's Acknowledgement Form
- Form 9.3 Addendum & Change Order Procedure Acknowledgement Form
- Form 9.4 Drug Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Anti-Collusion Form
- Form 9.7 Statement of Qualifications
- Form 9.8 Professional References for Previous Experience
- Form 9.9 E-VERIFY Affidavit
- Form 9.10 Debarment, Suspension and Other Responsibility Matters
- Form 9.11 Non-Disclosure of Confidential Materials
- Exhibit A – Description of Confidential Materials
- Form 9.12 No Submittal Response Form
- Appendix A, 44. C.F.R. Part 18 – Certification Regarding Lobbying
- Current Bonding Capacity Letter for Payment & Performance Bonds

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- ☒ Form 9.2 – Proposer’s Acknowledgement
- ☒ Form 9.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 9.4 – Drug Free Preference Statement
- ☒ Form 9.5 – Public Entity Crimes Statement
- ☒ Form 9.6 – Anti-Collusion Form
- ☒ Form 9.7 – Statement of Qualifications
- ☒ Form 9.8 – Professional References for Previous Experience
- ☒ Form 9.9 – E-Verify Affidavit
- ☒ Form 9.10 – Scrutinized Companies Certification
- ☒ Form 9.11 – Debarment, Suspension and Other Responsibility Matters
- ☒ Form 9.12 – Non-Disclosure Agreement for Confidential Materiel
- ☒ Exhibit “A” – Description of Confidential Material
- ☒ Form 9.13 – No Submittal Request Form
- ☒ Appendix A, 44. C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
- ☒ (Attachment 1) – Services Costs/Fees Proposal Form
- ☒ Current Bonding Capacity Letter for 100% Performance & Payment Bond
- ☒ Submission of one (1) original marked “ORIGINAL”, three (3) copies of the original and one (1) digital (USB flash drive) version in PDF format

BY: Tetra Tech, Inc.
Name of Business


Authorized Signature

August 25, 2023
Date

This document must be completed and returned with your Submittal

FORM 9.2 – PROPOSER'S ACKNOWLEDGEMENT FORM

(To be signed in the presence of a notary public or other authorized to administer oaths.)

I have carefully examined the Request for Proposal (RFP), Instructions to Proposers, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFP at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to one-hundred-twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the RFP.

I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Proposer/Contractor as its act and deed and that the Proposer/Contractor is ready, willing and able to perform if awarded the contract.

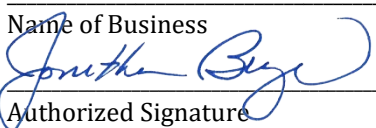
I further certify that this proposal is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

Tetra Tech, Inc.
Name of Business

Authorized Signature
Jonathan Burgiel, Business Unit President
Printed Name and Title
95-4148514
Federal Identification No.

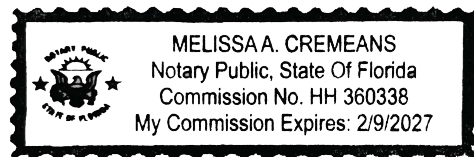
2301 Lucien Way Suite 120
Mailing Address
Maitland, FL 32751
City, State & Zip Code
321-441-8500
Telephone Number
TDR.contracts@tetrattech.com
E-mail Address

STATE OF: Florida COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 25 day of August, 2023, by Jonathan Burgiel and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida 
Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your submittal

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

(To be signed in the presence of a notary public or other authorized to administer oaths.)

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum# 1 Date: August 24, 2023 Addendum# _____ Date: _____

Addendum# _____ Date: _____ Addendum# _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Consultant for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Consultant receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding all published Addenda and Change Order procedures:

Tetra Tech, Inc.

Name of Business

Jonathan Burgiel

Authorized Signature

Jonathan Burgiel, Business Unit President

Printed Name and Title

STATE OF: Florida COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

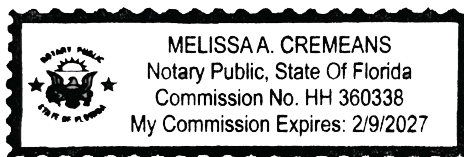
25 day of August, 2023, by Jonathan Burgiel, Business Unit President and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Melissa A. Cremeans

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

(To be signed in the presence of a notary public or other authorized to administer oaths.)

IDENTICAL TIE PROPOSALS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied proposers have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under a proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Tetra Tech, Inc.

Name of Business

Jonathan Burgiel

Authorized Signature

Jonathan Burgiel, Business Unit President

Printed Name and Title

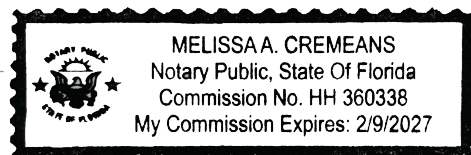
STATE OF: Florida COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of August, 2023, by Jonathan Burgiel, Business Unit President and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

**FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES
UNDER SECTION 287.133(3)(A), FLORIDA STATUTES**

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Jonathan Burgiel, who, being by me first duly sworn, made the following statement:

1. The business address of Tetra Tech, Inc. (name of Offeror or business) is
2301 Lucien Way Suite 120 Maitland, FL 32751.
2. My relationship to Tetra Tech, Inc. (name of Offeror or business) is Business Unit President
_____(relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
- ~~7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____.~~
A copy of the order of the Division Administrative Hearing is attached.

(Draw a line through paragraph 7 if paragraph 6 above applies)

STATE OF: Florida

COUNTY OF: Orange

Tetra Tech, Inc.

Name of Business

Jonathan Burgiel

Jonathan Burgiel, Business Unit President

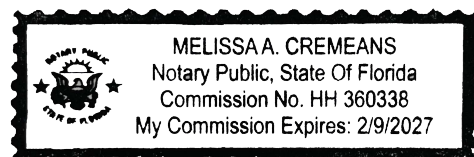
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of August, 2023, by Jonathan Burgiel and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

FORM 9.6 – ANTI-COLLUSION FORM

By signing this form, the Proposer agrees that this proposal is made without any other understanding, agreement or connection with any person, corporation or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned proposals will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSER AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Tetra Tech, Inc.

SIGNED BY: 
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Jonathan Burgiel

TITLE: Business Unit President

ADDRESS: 2301 Lucien Way Suite 120

CITY, STATE AND ZIP CODE: Maitland, FL 32751

TELEPHONE: 321-441-8500

F.E.I.N.: 95-4148514

This document must be completed and returned with your Submittal

FORM 9.7 STATEMENT OF PROPOSER'S QUALIFICATIONS

(To be signed in the presence of a notary public or other authorized to administer oaths.)

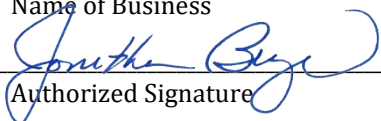
The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

- A. Name of Proposer: Tetra Tech, Inc.
- B. Permanent main office address: 2301 Lucien Way Suite 120 Maitland, FL 32751
- C. Date organized: February 4, 1988
- D. If a corporation, where incorporated: Delaware We have been providing services associated with disaster debris monitoring and management for 22 years (since 2001).
- E. How many years have you been engaged in the business under your present firm or trade name? _____
- F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- G. General character of work performed by your company: Disaster Recovery Consulting Services
- H. Have you ever failed to complete any work awarded to you? If so, where and why? Tetra Tech, Inc. has not failed to complete any awarded work related to disaster debris monitoring services.
- I. Have you ever defaulted on a contract? If so, where and why? Tetra Tech has never defaulted on a contract related to debris monitoring services.
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL** Please refer to Tab B: Qualifications and Related Experience of Consultant
- K. List your major equipment currently owned or leased: **USE SEPARATE SHET & ATTACH TO SUBMITTAL**
- L. Experience in work similar to this type of project: Please refer to Tab B: Qualifications and Related Experience of Consultant
- M. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- N. Credit currently available: \$ \$750 Million
- O. Give bank name, contact name and phone number: Wells Fargo Bank - 100 Lakes Drive, Suite 250 West Covina, CA 91790 | Telephone: 626-919-6602
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☒ Yes ☐ No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement of Proposer's Qualifications.

STATE OF: Florida

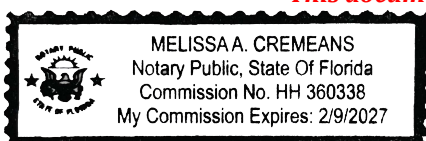
COUNTY OF: Orange

Tetra Tech, Inc.
Name of Business

Authorized Signature
Jonathan Burgiel, Business Unit President
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of August, 2023, by Jonathan Burgiel and who:

☒ Is personally known to me; or ☐ has produced _____ as identification. _____
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



Form 9.7 – Statement of Proposers Qualifications

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

The table below represents Tetra Tech's current/active projects related to disaster debris monitoring services.

Client Name	Project Name	Project Start	Project End	Project Amount
Covington, City of, LA	2021 Hurricane Ida	08/30/21	08/31/23	\$1,104,501.20
Tangipahoa Parish, LA	2021 Hurricane Ida	08/30/21	08/31/23	\$8,324,004.00
St. John Baptist Parish, LA	2021 Hurricane Ida (Canals)	03/04/22	08/31/23	\$1,601,134.50
Polk County, FL	2022 Hurricane Ian	09/20/22	08/31/23	\$4,000,295.00
Calcasieu Parish, LA	2020 Hurricane Laura (Drainage Laterals)	09/30/21	08/31/23	\$13,125,000.00
St. John Baptist Parish, LA	2021 Hurricane Ida (PPDR)	07/26/22	08/31/23	\$1,857,163.00
Collier County, FL	2022 Hurricane Ian	09/20/22	09/30/23	\$8,855,000.00
Brevard County, FL	2022 Hurricane Nicole	11/14/22	09/30/23	\$442,629.00
Covington Civil & Environmental LLC	2023 Mississippi Tornado (Rolling Fork, MS)	05/26/23	10/18/23	\$104,000.00
CalRecycle, State of CA	2020 California Fires (Northern Branch)	11/23/20	10/31/23	\$89,000,646.55
CalRecycle, State of CA	2021 CalRecycle Fires	09/24/21	10/31/23	\$104,780,500.00
North Little Rock, City of, AR	2023 Arkansas Tornadoes	04/01/23	10/31/23	\$1,065,108.00
Lake Charles, City of, LA	2020 Hurricane Laura	03/21/22	12/31/23	\$1,153,379.00
FL Department of Environmental Protection	2022 Hurricane Ian	09/20/22	12/31/23	\$2,760,012.00
CalRecycle, State of CA	2022 McKinney and Mills Fires (Siskiyou County)	10/07/22	01/03/24	\$9,495,000.00
Madera County, CA	2022 Fork Fire	03/28/23	01/31/24	\$1,300,000.00
Tulare County, CA	2023 California Winter Storm Flooding	04/01/23	04/30/24	\$200,000.00
Placer County, CA	2022 Mosquito Fire Placer Co	05/14/22	05/14/24	\$2,800,000.00
Covington Civil & Environmental LLC	2023 Mississippi Tornado Sharkey County, MS)	05/26/23	05/24/24	\$337,147.20

K. List your major equipment currently owned or leased.

Tetra Tech maintains a warehouse located in Orlando with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. ***Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.*** The Exhibit lists available equipment and facilities readily available upon activation.

Resource List	
Resource	Quantity Available
ADMS Handheld Units	6,000
Time and Materials Forms	5,000
Truck Certification Forms	35,000
ADMS Ticket Stubs	1,800,000
Haul Out Ticket Stubs	300,000
Placards	5,500
Kits	
Project Manager Kits (1 Per 100 Monitors)	100
Project Coordinator Kits (1 Per 100 Monitors)	100
Human Resources Kits (1 Per 100 Monitors)	60
Collection Monitor Kits (1 Per 25 Monitors)	225
Disposal Monitor Kits (1 Kit Per Disposal Site)	165
Leaner/Hanger/Stump Kits (1 Per 50 Monitors)	140
Equipment**	
Laptops	700
Mifi (Mobile Wiireless)	90
High Speed Scanners	70
Printers	145
Mobile Command Office	2
Gas Trucks	To Be Obtained from Pre-Contracted Vendor
Modular Work Locations	To Be Obtained from Pre-Contracted Vendor
Generators	To Be Obtained from Pre-Contracted Vendor
Portable Facilities	To Be Obtained from Pre-Contracted Vendor

**All field documents are replenished as they are needed. Tetra Tech has several emergency vendors with the ability*

*** ADMS units are readily available and can be ordered as needed on a 24-hour turnaround.*

M. Background and experience of the principal members of your organization, including the officers.

A list of names of all corporate officers is listed below.

Name	Role
Dan L. Batrack	Chairman, Chief Executive Officer
Jill M. Hudkins	President
Steven M. Burdick	Executive Vice President, Chief Financial Officer
Leslie L. Shoemaker	Executive Vice President, Chief Sustainability and Leadership Development Officer
William R. Brownlie	Senior Vice President, Chief Engineer, President, Commercial/International Group
Brian N. Carter	Senior Vice President, Corporate Controller and Chief Accounting Officer
Craig L. Christensen	Senior Vice President, Chief Information Officer
Preston Hopson	Senior Vice President, General Counsel, and Secretary
Richard A. Lemmon	Senior Vice President, Corporate Administration
Brendan O'Rourke	Senior Vice President, Enterprise Risk Management
Roger R. Argus	President, Government Services Group and President, U.S. Government Division
Stuart W. Fowler	President, High Performance Buildings Division
Olivier H. Jeannot	President, Federal Information Technology Division
Bernard Teufele	President, Environment/Geotech Division
Jonathan S. Weiss	President, Energy Engineering Division
Dan L. Batrack	Chairman of the Board, Director
Gary R. Birkenbeuel	Director
Prashant Gandhi	Director
Joanne M. Maguire	Director
Christiana Obiaya	Director
Kimberly E. Ritrievi	Director
J. Kenneth Thompson	Director
Kirsten M. Volpi	Director
Li-San Hwang	Chairman Emeritus, Director

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K

(Mark One)

☒

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Fiscal Year Ended October 2, 2022

☐

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Transition Period from to

Commission File Number 0-19655

TETRA TECH, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

95-4148514

(I.R.S. Employer Identification No.)

3475 East Foothill Boulevard, Pasadena, California 91107

(Address of principal executive offices) (Zip Code)

(626) 351-4664

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	TTEK	The NASDAQ Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of the registrant's common stock held by non-affiliates on April 3, 2022, was \$8.9 billion (based upon the closing price of a share of registrant's common stock as reported by the Nasdaq National Market on that date).

On November 9, 2022, 52,981,143 shares of the registrant's common stock were outstanding.

DOCUMENT INCORPORATED BY REFERENCE

Portions of registrant's Proxy Statement for its 2023 Annual Meeting of Stockholders are incorporated by reference in Part III of this report where indicated.

Item 8. Financial Statements and Supplementary Data

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Tetra Tech, Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Tetra Tech, Inc. and its subsidiaries (the “Company”) as of October 2, 2022 and October 3, 2021, and the related consolidated statements of income, of comprehensive income, of equity and of cash flows for each of the three years in the period ended October 2, 2022, including the related notes (collectively referred to as the “consolidated financial statements”). We also have audited the Company's internal control over financial reporting as of October 2, 2022, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of October 2, 2022 and October 3, 2021, and the results of its operations and its cash flows for each of the three years in the period ended October 2, 2022 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of October 2, 2022, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Revenue Recognition - Determination of Total Estimated Contract Cost for Fixed-price Contracts

As described in Note 3 to the consolidated financial statements, \$1.32 billion of the Company's total revenues for the year ended October 2, 2022 was generated from fixed-price contracts. As disclosed by management, under fixed-price contracts, the Company's clients pay an agreed fixed-amount negotiated in advance for a specified scope of work. Revenue is recognized over time as the related performance obligation is satisfied by transferring control of a promised good or service to the Company's customers. Progress toward complete satisfaction of the performance obligation is primarily measured using a cost-to-cost measure of progress method. The cost input is based primarily on contract cost incurred to date compared to total estimated contract cost. This measure includes forecasts based on the best information available and reflects management's judgment to faithfully depict the value of the services transferred to the customer. Due to uncertainties inherent in the estimation process, it is possible that estimates of costs to complete a performance obligation will be revised in the near-term. For those performance obligations for which revenue is recognized using a cost-to-cost measure of progress method, changes in total estimated costs, and related progress towards complete satisfaction of the performance obligation, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. As a result, the Company recognized immaterial operating income adjustments for the year ended October 2, 2022. Changes in revenue and cost estimates could also result in a projected loss, determined at the contract level, which would be recorded immediately in earnings. The anticipated losses and estimated cost to complete the related contracts was \$10.0 million and approximately \$80 million, respectively, as of October 2, 2022. Claims are amounts in excess of agreed contract prices that the Company seeks to collect from clients or other third parties. The Company had no claims as of October 2, 2022.

The principal considerations for our determination that performing procedures relating to revenue recognition - determination of total estimated contract cost for fixed-price contracts is a critical audit matter are the significant amount of judgment required by management in determining the total estimated contract cost for fixed-price contracts which, in turn, led to a high degree of auditor judgment, subjectivity, and audit effort in performing procedures and in evaluating the audit evidence obtained related to the total estimated contract costs for fixed-price contracts with cumulative catch-up adjustments, anticipated losses or claims.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the revenue recognition process, including controls over the determination of total estimated contract cost for fixed-price contracts. These procedures also included, among others, (i) evaluating and testing management's process for determining the total estimated contract cost for a sample of contracts with cumulative catch-up adjustments, anticipated losses or claims, which included evaluating the contract terms and other documents that support those estimates, and testing of underlying contract costs; (ii) assessing management's ability to reasonably estimate total contract costs by performing a comparison of the total estimated contract cost as compared with prior period estimates, including evaluating the timely identification of circumstances that may warrant a modification to the total estimated contract cost; and (iii) evaluating, for certain contracts, management's methodologies and assessing the consistency of management's approach over the life of the contract.

/s/ PricewaterhouseCoopers LLP

Los Angeles, California
November 23, 2022

We have served as the Company's auditor since 2004.

Tetra Tech, Inc.
Consolidated Balance Sheets
(in thousands, except par value)

	October 2, 2022	October 3, 2021
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 185,094	\$ 166,568
Accounts receivable, net	755,112	668,998
Contract assets	92,405	103,784
Prepaid expenses and other current assets	115,400	112,338
Income taxes receivable	10,205	14,260
Total current assets	1,158,216	1,065,948
Property and equipment, net	32,316	37,733
Right-of-use assets, operating leases	182,319	215,422
Investments in unconsolidated joint ventures	4,570	3,282
Goodwill	1,110,412	1,108,578
Intangible assets, net	29,163	37,990
Deferred tax assets	47,804	54,413
Other long-term assets	57,976	53,196
Total assets	\$ 2,622,776	\$ 2,576,562
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	\$ 147,436	\$ 128,767
Accrued compensation	237,669	206,322
Contract liabilities	241,340	190,403
Short-term lease liabilities, operating leases	57,865	67,452
Current portion of long-term debt	12,504	12,504
Current contingent earn-out liabilities	28,797	19,520
Other current liabilities	190,406	223,515
Total current liabilities	916,017	848,483
Deferred tax liabilities	15,161	10,563
Long-term debt	246,250	200,000
Long-term lease liabilities, operating leases	146,285	174,285
Long-term contingent earn-out liabilities	36,769	39,777
Other long-term liabilities	79,157	69,163
Commitments and contingencies (Note 17)		
Equity:		
Preferred stock – Authorized, 2,000 shares of \$0.01 par value; no shares issued and outstanding at October 2, 2022 and October 3, 2021	—	—
Common stock – Authorized, 150,000 shares of \$0.01 par value; issued and outstanding, 52,981 and 53,981 shares at October 2, 2022 and October 3, 2021, respectively	530	540
Accumulated other comprehensive loss	(208,144)	(125,028)
Retained earnings	1,390,701	1,358,726
Tetra Tech stockholders' equity	1,183,087	1,234,238
Noncontrolling interests	50	53
Total stockholders' equity	1,183,137	1,234,291
Total liabilities and stockholders' equity	\$ 2,622,776	\$ 2,576,562

See accompanying Notes to Consolidated Financial Statements.

Tetra Tech, Inc.
Consolidated Statements of Income
(in thousands, except per share data)

	Fiscal Year Ended		
	October 2, 2022	October 3, 2021	September 27, 2020
Revenue	\$ 3,504,048	\$ 3,213,513	\$ 2,994,891
Subcontractor costs	(668,468)	(661,341)	(646,319)
Other costs of revenue	(2,260,021)	(2,053,772)	(1,902,037)
Gross profit	575,559	498,400	446,535
Selling, general and administrative expenses	(234,784)	(222,972)	(204,615)
Contingent consideration – fair value adjustments	(329)	3,273	14,971
Impairment of goodwill	—	—	(15,800)
Income from operations	340,446	278,701	241,091
Interest income	1,780	917	1,375
Interest expense	(13,364)	(12,748)	(14,475)
Other income	19,904	—	—
Income before income tax expense	348,766	266,870	227,991
Income tax expense	(85,602)	(34,039)	(54,101)
Net income	263,164	232,831	173,890
Net income attributable to noncontrolling interests	(39)	(21)	(31)
Net income attributable to Tetra Tech	\$ 263,125	\$ 232,810	\$ 173,859
Earnings per share attributable to Tetra Tech:			
Basic	\$ 4.91	\$ 4.31	\$ 3.21
Diluted	\$ 4.86	\$ 4.26	\$ 3.16
Weighted-average common shares outstanding:			
Basic	53,620	54,078	54,235
Diluted	54,163	54,675	55,022

See accompanying Notes to Consolidated Financial Statements.

Tetra Tech, Inc.
Consolidated Statements of Comprehensive Income
(in thousands)

	Fiscal Year Ended		
	October 2, 2022	October 3, 2021	September 27, 2020
Net income	\$ 263,164	\$ 232,831	\$ 173,890
Other comprehensive income, net of tax			
Foreign currency translation adjustments, net of tax	(94,933)	30,644	3,435
Gain (loss) on cash flow hedge valuations, net of tax	11,806	6,117	(4,638)
Other comprehensive income (loss), net of tax	(83,127)	36,761	(1,203)
Comprehensive income, net of tax	\$ 180,037	\$ 269,592	\$ 172,687
Comprehensive income attributable to noncontrolling interests, net of tax	28	24	30
Comprehensive income attributable to Tetra Tech, net of tax	<u>\$ 180,009</u>	<u>\$ 269,568</u>	<u>\$ 172,657</u>

See accompanying Notes to Consolidated Financial Statements.

Tetra Tech, Inc.
Consolidated Statements of Cash Flows
(in thousands)

	Fiscal Year Ended		
	October 2, 2022	October 3, 2021	September 27, 2020
Cash flows from operating activities:			
Net income	\$ 263,164	\$ 232,831	\$ 173,890
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	27,033	23,805	24,611
Equity in income of unconsolidated joint ventures	(7,525)	(4,990)	(6,605)
Distributions of earnings from unconsolidated joint ventures	6,177	4,604	6,310
Amortization of stock-based awards	26,227	23,067	19,424
Deferred income taxes	2,175	(38,494)	565
Impairment of goodwill	—	—	15,800
Fair value adjustments to contingent consideration	329	(3,273)	(14,971)
Loss (gain) on sale of assets	103	(110)	(11,066)
Fair value adjustment to foreign currency forward contract	(19,904)	—	—
Changes in operating assets and liabilities, net of effects of business acquisitions:			
Accounts receivable and contract assets	(89,781)	13,301	156,015
Prepaid expenses and other assets	69,697	(582)	(11,321)
Accounts payable	17,099	13,551	(102,162)
Accrued compensation	27,458	5,425	(8,173)
Contract liabilities	55,915	13,407	5,894
Other liabilities	(56,606)	8,740	19,460
Income taxes receivable/payable	14,627	13,090	(5,192)
Net cash provided by operating activities	336,188	304,372	262,479
Cash flows from investing activities:			
Payments for business acquisitions, net of cash acquired	(49,124)	(84,911)	(68,488)
Capital expenditures	(10,582)	(8,573)	(12,245)
Proceeds from sales of assets	3,966	492	17,710
Net cash used in investing activities	(55,740)	(92,992)	(63,023)
Cash flows from financing activities:			
Proceeds from borrowings	161,456	370,222	308,364
Repayments on long-term debt	(117,080)	(414,308)	(331,066)
Repurchases of common stock	(200,000)	(60,000)	(117,188)
Taxes paid on vested restricted stock	(25,223)	(17,630)	(11,166)
Payments of contingent earn-out liabilities	(20,124)	(20,251)	(22,900)
Stock options exercised	1,806	11,250	10,334
Bank overdrafts	—	(36,627)	36,627
Dividends paid	(46,099)	(40,041)	(34,743)
Principal payments on finance leases	(4,344)	(2,714)	(1,311)
Net cash used in financing activities	(249,608)	(210,099)	(163,049)
Effect of exchange rate changes on cash and cash equivalents	(12,314)	7,772	207
Net increase in cash and cash equivalents	18,526	9,053	36,614
Cash and cash equivalents at beginning of year	166,568	157,515	120,901
Cash and cash equivalents at end of year	\$ 185,094	\$ 166,568	\$ 157,515
Supplemental information:			
Cash paid during the year for:			
Interest	\$ 13,378	\$ 10,330	\$ 13,256
Income taxes, net of refunds received of \$4.8 million, \$2.1 million and \$1.4 million	\$ 70,799	\$ 59,111	\$ 55,039

See accompanying Notes to Consolidated Financial Statements.

Tetra Tech, Inc.
Consolidated Statements of Equity
Fiscal Years Ended September 27, 2020, October 3, 2021, and October 2, 2022
(in thousands)

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Total Tetra Tech Equity	Non-Controlling Interests	Total Equity
	Shares	Amount						
BALANCE AT SEPTEMBER 29, 2019	54,565	\$ 546	\$ 78,132	\$ (160,584)	\$ 1,071,192	\$ 989,286	\$ 178	\$ 989,464
Comprehensive income, net of tax:								
Net income					173,859	173,859	31	173,890
Foreign currency translation adjustments				3,436		3,436	(1)	3,435
Loss on cash flow hedge valuations				(4,638)		(4,638)		(4,638)
Comprehensive income, net of tax						172,657	30	172,687
Distributions paid to noncontrolling interests							(154)	(154)
Cash dividends of \$0.64 per common share					(34,743)	(34,743)		(34,743)
Stock-based compensation			19,424			19,424		19,424
Restricted & performance shares released	212	2	(11,168)			(11,166)		(11,166)
Stock options exercised	361	4	10,330			10,334		10,334
Shares issued for Employee Stock Purchase Plan	168	1	8,714			8,715		8,715
Stock repurchases	(1,509)	(15)	(105,432)		\$ (11,741)	(117,188)		(117,188)
BALANCE AT SEPTEMBER 27, 2020	53,797	538	—	(161,786)	1,198,567	1,037,319	54	1,037,373
Comprehensive income, net of tax:								
Net income					232,810	232,810	21	232,831
Foreign currency translation adjustments				30,641		30,641	3	30,644
Gain on cash flow hedge valuations				6,117		6,117		6,117
Comprehensive income, net of tax						269,568	24	269,592
Distributions paid to noncontrolling interests							(25)	(25)
Cash dividends of \$0.74 per common share					(40,041)	(40,041)		(40,041)
Stock-based compensation			23,067			23,067		23,067
Restricted & performance shares released	215	3	(17,633)			(17,630)		(17,630)
Stock options exercised	324	3	11,247			11,250		11,250
Shares issued for Employee Stock Purchase Plan	124	1	10,704			10,705		10,705
Stock repurchases	(479)	(5)	(27,385)		(32,610)	(60,000)		(60,000)
BALANCE AT OCTOBER 3, 2021	53,981	540	—	(125,028)	1,358,726	1,234,238	53	1,234,291
Comprehensive income, net of tax:								
Net income					263,125	263,125	39	263,164

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income (Loss)	Retained Earnings	Total Tetra Tech Equity	Non-Controlling Interests	Total Equity
	Shares	Amount						
Foreign currency translation adjustments				(94,922)		(94,922)	(11)	(94,933)
Gain on cash flow hedge valuations				11,806		11,806		11,806
Comprehensive income, net of tax						180,009	28	180,037
Distributions paid to noncontrolling interests							(31)	(31)
Cash dividends of \$0.86 per common share					(46,099)	(46,099)		(46,099)
Stock-based compensation			26,227			26,227		26,227
Restricted & performance shares released	190	2	(25,225)			(25,223)		(25,223)
Stock options exercised	46	—	1,806			1,806		1,806
Shares issued for Employee Stock Purchase Plan	106	1	12,128			12,129		12,129
Stock repurchases	(1,342)	(13)	(14,936)		(185,051)	(200,000)		(200,000)
BALANCE AT OCTOBER 2, 2022	52,981	\$ 530	\$ —	\$ (208,144)	\$ 1,390,701	\$ 1,183,087	\$ 50	\$ 1,183,137

See accompanying Notes to Consolidated Financial Statements.

Tetra Tech, Inc.
Notes to Consolidated Financial Statements

1. Description of Business

We are a leading global provider of high-end consulting and engineering services that focuses on water, environment, sustainable infrastructure, renewable energy and international development. We are a global company that is *Leading with Science*® to provide innovative solutions for our public and private clients. We typically begin at the earliest stage of a project by identifying technical solutions and developing execution plans tailored to our clients' needs and resources. Our solutions may span the entire life cycle of high-end consulting and engineering projects and include applied science, data analysis, research, engineering, design, project management and operations and maintenance.

We manage our business under two reportable segments. Our Government Services Group ("GSG") reportable segment primarily includes activities with U.S. government clients (federal, state and local) and all activities with development agencies worldwide. Our Commercial/International Services Group ("CIG") reportable segment primarily includes activities with U.S. commercial clients and international clients other than development agencies. Beginning in fiscal 2022, we aligned our operations to better serve our clients and markets, and created a new High Performance Buildings ("HPB") division in our CIG reportable segment. As a result, we transferred some related operations in our GSG reportable segment to our CIG reportable segment. Prior year amounts for reportable segments have been reclassified to conform to the current year presentation.

2. Basis of Presentation and Preparation

Principles of Consolidation and Presentation. The consolidated financial statements include our accounts and those of joint ventures of which we are the primary beneficiary. All significant intercompany balances and transactions have been eliminated in consolidation.

Fiscal Year. We report results of operations based on 52 or 53-week periods ending on the Sunday nearest September 30. Fiscal years 2022, 2021 and 2020 contained 52, 53 and 52 weeks, respectively.

Use of Estimates. The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") requires us to make estimates and assumptions. These estimates and assumptions affect the amounts reported in our consolidated financial statements and accompanying notes. Although such estimates and assumptions are based on management's best knowledge of current events and actions we may take in the future, actual results could differ materially from those estimates.

Cash and Cash Equivalents. Cash and cash equivalents include highly liquid investments with original maturities of 90 days or less. Occasionally, we have bank overdrafts, which occur when a bank honors disbursements in excess of funds on deposit in our bank accounts. We classify bank overdrafts as short-term borrowings on our consolidated balance sheets, and report the change in overdrafts as a financing activity in our consolidated statements of cash flows.

Insurance Matters, Litigation and Contingencies. In the normal course of business, we are subject to certain contractual guarantees and litigation. In addition, we maintain insurance coverage for various aspects of our business and operations. We record in our consolidated balance sheets amounts representing our estimated liability for these legal and insurance obligations. Any adjustments to these liabilities are recorded in our consolidated statements of income.

Accounts Receivable – Net. Net accounts receivable consists of billed and unbilled accounts receivable, and allowances for doubtful accounts. Billed accounts receivable represent amounts billed to clients that have not been collected. Unbilled accounts receivable, which represent an unconditional right to payment subject only to the passage of time, include unbilled amounts typically resulting from revenue recognized but not yet billed pursuant to contract terms or billed after the period end date. Most of our unbilled receivables at October 2, 2022 are expected to be billed and collected within 12 months. Unbilled accounts receivable also include amounts related to requests for equitable adjustment to contracts that provide for price redetermination. These amounts are recorded only when they can be reliably estimated and realization is probable. The allowance for doubtful accounts represents amounts that are expected to become uncollectible or unrealizable in the future. We determine an estimated allowance for uncollectible accounts based on management's consideration of trends in the actual and forecasted credit quality of our clients, including delinquency and payment history; type of client, such as a government agency or a commercial sector client; and general economic and industry conditions that may affect our clients' ability to pay.

Contract Assets and Contract Liabilities. Contract assets represent revenue recognized in excess of the amounts for which we have the contractual right to bill our customers. Contract retentions, included in contract assets, represent amounts withheld by clients until certain conditions are met or the project is completed, which may extend beyond one year. Contract liabilities represent the amount of cash collected from clients and billings to clients on contracts in advance of work performed and revenue recognized. The majority of these amounts are expected to be earned within 12 months and are classified as current liabilities.

Prepaid and other current assets. Prepaid assets consist primarily of payments for insurance and software costs and are amortized over the estimated period of benefit. Other current assets include primarily sales/services and use tax receivables from our U.S and foreign operations.

Property and Equipment. Property and equipment are recorded at cost and depreciated over their estimated useful lives using the straight-line method. When property and equipment are retired or otherwise disposed of, the cost and accumulated depreciation are removed from our consolidated balance sheets and any resulting gain or loss is reflected in our consolidated statements of income. Expenditures for maintenance and repairs are expensed as incurred. Generally, estimated useful lives range from three to seven years for equipment, furniture and fixtures. Leasehold improvements are amortized on a straight-line basis over the shorter of their estimated useful lives or the lease term. Assets held for sale are measured at the lower of carrying amount (i.e., net book value) and fair value less cost to sell, and are reported within "Prepaid expenses and other current assets" on our consolidated balance sheets. Once assets are classified as held for sale, they are no longer depreciated.

Long-Lived Assets. We evaluate the recoverability of our long-lived assets when the facts and circumstances suggest that the assets may be impaired. This assessment is performed based on the estimated undiscounted cash flows compared to the carrying value of the assets. If the future cash flows (undiscounted and without interest charges) are less than the carrying value, a write-down would be recorded to reduce the related asset to its estimated fair value.

Leases. We determine if an arrangement is a lease at inception. Operating leases are included in operating lease right-of-use ("ROU") assets, and current and long-term operating lease liabilities in the consolidated balance sheets. Our finance leases are reported in "Other long-term assets", "Other current liabilities" and "Other long-term liabilities" on our consolidated balance sheet.

ROU assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities are recognized at the commencement date based on the present value of lease payments over the lease term. As most of our leases do not provide an implicit rate, incremental borrowing rates are used based on the information available at commencement date in determining the present value of lease payments. The operating lease ROU asset at the commencement date also includes any lease payments made to the lessor at or before the commencement date and initial direct costs less lease incentives received. Lease terms may include options to extend or terminate the lease when it is reasonably certain that we will exercise that option. Lease expense for operating lease payments is recognized on a straight-line basis over the lease term.

We recognize a liability for contract termination costs associated with an exit activity for costs that will continue to be incurred under a lease for its remaining term without economic benefit to us, initially measured at its fair value at the cease-use date. The fair value is determined based on the remaining lease rentals, adjusted for the effects of any prepaid or deferred items recognized under the lease, and reduced by estimated sublease rentals.

Business Combinations. The cost of an acquired company is assigned to the tangible and intangible assets purchased and the liabilities assumed based on their fair values at the date of acquisition. The determination of fair values of these assets and liabilities requires us to make estimates and use valuation techniques when a market value is not readily available. Any excess of purchase price over the fair value of net tangible and intangible assets acquired is allocated to goodwill. Goodwill typically represents the value paid for the assembled workforce and enhancement of our service offerings. Transaction costs associated with business combinations are expensed as incurred.

Goodwill and Intangible Assets. Goodwill represents the excess of the aggregate purchase price over the fair value of the net assets acquired in a business acquisition. Following an acquisition, we perform an analysis to value the acquired company's tangible and identifiable intangible assets and liabilities. With respect to identifiable intangible assets, we consider backlog, non-compete agreements, client relations, trade names, patents and other assets. We amortize our intangible assets based on the period over which the contractual or economic benefits of the intangible assets are expected to be realized. We assess the recoverability of the unamortized balance of our intangible assets when indicators of impairment are present based on expected future profitability and undiscounted expected cash flows and their contribution to our overall operations. Should the review indicate that the carrying value is not fully recoverable, the excess of the carrying value over the fair value of the intangible assets would be recognized as an impairment loss.

We test our goodwill for impairment on an annual basis, and more frequently when an event occurs, or circumstances indicate that the carrying value of the asset may not be recoverable. We believe the methodology that we use to review impairment of goodwill, which includes a significant amount of judgment and estimates, provides us with a reasonable basis to determine whether impairment has occurred. However, many of the factors employed in determining whether our goodwill is impaired are outside of our control and it is reasonably likely that assumptions and estimates will change in future periods. These changes could result in future impairments.

We perform our annual goodwill impairment review at the beginning of our fiscal fourth quarter. Our last annual review was performed at July 4, 2022 (i.e., the first day of our fiscal fourth quarter). In addition, we regularly evaluate whether events and circumstances have occurred that may indicate a potential change in recoverability of goodwill. We perform interim goodwill impairment reviews between our annual reviews if certain events and circumstances have occurred, including a deterioration in general economic conditions, an increased competitive environment, a change in management, key personnel, strategy or customers, negative or declining cash flows or a decline in actual or planned revenue or earnings compared with actual and projected results of relevant prior periods. We assess goodwill for impairment at the reporting unit level, which is defined as an operating segment or one level below an operating segment, referred to as a component. Our operating segments are the same as our reportable segments and our reporting units for goodwill impairment testing are the components one level below our reportable segments. These components constitute a business for which discrete financial information is available and where segment management regularly reviews the operating results of that component. We aggregate components within an operating segment that have similar economic characteristics.

The impairment test for goodwill involves the comparison of the estimated fair value of each reporting unit to the reporting unit's carrying value, including goodwill. We estimate the fair value of reporting units based on a comparison and weighting of the income approach, specifically the discounted cash flow method and the market approach, which estimates the fair value of our reporting units based upon comparable market prices and recent transactions and also validates the reasonableness of the multiples from the income approach. The development of the present value of future cash flow projections includes assumptions and estimates derived from a review of our expected revenue growth rates, operating profit margins, discount rates and the terminal growth rate. If the fair value of a reporting unit exceeds its carrying amount, the goodwill of that reporting unit is not considered impaired. However, if its carrying value exceeds its fair value, our goodwill is impaired, and we are required to record a non-cash charge that could have a material adverse effect on our consolidated financial statements. An impairment loss recognized, if any, should not exceed the total amount of goodwill allocated to the reporting unit.

Contingent Consideration. Most of our acquisition agreements include contingent earn-out arrangements, which are generally based on the achievement of future operating income thresholds. The contingent earn-out arrangements are based upon our valuations of the acquired companies and reduce the risk of overpaying for acquisitions if the projected financial results are not achieved.

The fair values of these earn-out arrangements are included as part of the purchase price of the acquired companies on their respective acquisition dates. For each transaction, we estimate the fair value of contingent earn-out payments as part of the initial purchase price and record the estimated fair value of contingent consideration as a liability in "Current contingent earn-out liabilities" and "Long-term contingent earn-out liabilities" on the consolidated balance sheets. We consider several factors when determining that contingent earn-out liabilities are part of the purchase price, including the following: (1) the valuation of our acquisitions is not supported solely by the initial consideration paid, and the contingent earn-out formula is a critical and material component of the valuation approach to determining the purchase price; and (2) the former owners of acquired companies that remain as key employees receive compensation other than contingent earn-out payments at a reasonable level compared with the compensation of our other key employees. The contingent earn-out payments are not affected by employment termination.

We measure our contingent earn-out liabilities at fair value on a recurring basis using significant unobservable inputs classified within Level 3 of the fair value hierarchy. We use a probability weighted discounted income approach as a valuation technique to convert future estimated cash flows to a single present value amount. The significant unobservable inputs used in the fair value measurements are operating income projections over the earn-out period (generally three or five years) and the probability outcome percentages we assign to each scenario. Significant increases or decreases to either of these inputs in isolation would result in a significantly higher or lower liability, with a higher liability capped by the contractual maximum of the contingent earn-out obligation. Ultimately, the liability will be equivalent to the amount paid, and the difference between the fair value estimate and amount paid will be recorded in earnings. The amount paid that is less than or equal to the contingent earn-out liability on the acquisition date is reflected as cash used in financing activities in our consolidated statements of cash flows. Any amount paid in excess of the contingent earn-out liability on the acquisition date is reflected as cash used in operating activities in our consolidated statements of cash flows.

We review and re-assess the estimated fair value of contingent consideration on a quarterly basis, and the updated fair value could differ materially from the initial estimates. Changes in the estimated fair value of our contingent earn-out liabilities related to the time component of the present value calculation are reported in interest expense. Adjustments to the estimated fair value related to changes in all other unobservable inputs are reported in operating income.

Other current liabilities. Other current liabilities consists primarily of accrued insurance, contingent liabilities, sales/services and use taxes due to our U.S. and foreign operations, other tax accruals and accrued professional fees.

Fair Value of Financial Instruments. We determine the fair values of our financial instruments, including short-term investments, debt instruments, derivative instruments and pension plan assets based on inputs or assumptions that market participants would use in pricing an asset or a liability. We categorize our instruments using a valuation hierarchy for disclosure of the inputs used to measure fair value. This hierarchy prioritizes the inputs into three broad levels as follows: Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities; Level 2 inputs are quoted prices for similar assets and liabilities in active markets or inputs that are observable for the asset or liability, either directly or indirectly through market corroboration, for substantially the full term of the financial instrument; and Level 3 inputs are unobservable inputs based on our own assumptions used to measure assets and liabilities at fair value. The classification of a financial asset or liability within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement.

The carrying amounts of cash and cash equivalents, accounts receivable and accounts payable approximate fair values based on their short-term nature. The carrying amounts of our revolving credit facility approximates fair value because the interest rates are based upon variable reference rates. Certain other assets and liabilities, such as contingent earn-out liabilities and amounts related to cash-flow hedges, are required to be carried in our consolidated financial statements at fair value.

Our fair value measurement methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Although we believe our valuation methods are appropriate and consistent with those used by other market participants, the use of different methodologies or assumptions to determine fair value could result in a different fair value measurement at the reporting date.

Derivative Financial Instruments. We account for our derivative instruments as either assets or liabilities and carry them at fair value. For derivative instruments that hedge the exposure to variability in expected future cash flows that are designated as cash flow hedges, the effective portion of the gain or loss on the derivative instrument is reported as a component of accumulated other comprehensive income in stockholders' equity and reclassified into income in the same period or periods during which the hedged transaction affects earnings. The ineffective portion of the gain or loss on the derivative instrument, if any, is recognized in current income. To receive hedge accounting treatment, cash flow hedges must be highly effective in offsetting changes to expected future cash flows on hedged transactions.

The net gain or loss on the effective portion of a derivative instrument that is designated as an economic hedge of the foreign currency translation exposure generated by the re-measurement of certain assets and liabilities denominated in a non-functional currency in a foreign operation is reported in the same manner as a foreign currency translation adjustment. Accordingly, any gains or losses related to these derivative instruments are recognized in current income. Derivatives that do not qualify as hedges are adjusted to fair value through current income.

Deferred Compensation. We maintain a non-qualified defined contribution supplemental retirement plan for certain key employees and non-employee directors that is accounted for in accordance with applicable authoritative guidance on accounting for deferred compensation arrangements where amounts earned are held in a rabbi trust and invested. Employee deferrals are deposited into a rabbi trust, and the funds are generally invested in individual variable life insurance contracts that we own and are specifically designed to informally fund savings plans of this nature. Our consolidated balance sheets reflect our investment in variable life insurance contracts in "Other long-term assets." Our obligation to participating employees is reflected in "Other long-term liabilities." The net gains and losses related to the deferred compensation plan are reported as part of "Selling, general and administrative expenses" in our consolidated statements of income.

Pension Plan. We assumed a defined benefit pension plan from a fiscal 2021 acquisition. We calculate the market-related value of assets, which is used to determine the return-on-assets component of annual pension expense and the cumulative net unrecognized gain or loss subject to amortization. This calculation reflects our anticipated long-term rate of return and amortization of the difference between the actual return (including capital, dividends, and interest) and the expected return. Cumulative net unrecognized gains or losses that exceed 10% of the greater of the projected benefit obligation or the fair market related value of plan assets are subject to amortization.

Income Taxes. We file a consolidated U.S. federal income tax return. In addition, we file other returns that are required in the states, foreign jurisdictions and other jurisdictions in which we do business. We account for certain income and expense items differently for financial reporting and income tax purposes. Deferred tax assets and liabilities are computed for the difference between the financial statement and tax bases of assets and liabilities that will result in taxable or deductible amounts in the future based on enacted tax laws and rates applicable to the periods in which the differences are expected to reverse. In determining the need for a valuation allowance, management reviews both positive and negative evidence, including current and historical results of operations, future income projections, scheduled reversals of deferred tax amounts, availability of carrybacks and potential tax planning strategies. Based on our assessment, we have concluded that a portion of the deferred tax assets will not be realized.

According to the authoritative guidance on accounting for uncertainty in income taxes, we may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities based on the technical merits of the position. The tax benefits recognized in the financial statements from

such a position should be measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. This guidance also addresses de-recognition, classification, interest and penalties on income taxes, accounting in interim periods and disclosure requirements for uncertain tax positions.

Concentration of Credit Risk. Financial instruments that subject us to credit risk consist primarily of cash and cash equivalents and net accounts receivable. In the event that we have surplus cash, we place our temporary cash investments with lower risk financial institutions and, by policy, limit the amount of investment exposure to any one financial institution. Approximately 23% of accounts receivable were due from various agencies of the U.S. federal government at fiscal 2022 year-end. The remaining accounts receivable are generally diversified due to the large number of organizations comprising our client base and their geographic dispersion. We perform ongoing credit evaluations of our clients and maintain an allowance for potential credit losses. Approximately 48%, 21% and 31% of our fiscal 2022 revenue was generated from our U.S. government, U.S. commercial and international clients, respectively.

Foreign Currency Translation. We determine the functional currency of our foreign operating units based upon the primary currency in which they operate. These operating units maintain their accounting records in their local currency, primarily Canadian and Australian dollars and British pounds. Where the functional currency is not the U.S. dollar, translation of assets and liabilities to U.S. dollars is based on exchange rates at the balance sheet date. Translation of revenue and expenses to U.S. dollars is based on the average rate during the period. Translation gains or losses are reported as a component of other comprehensive income. Gains or losses from foreign currency transactions are included in income from operations.

Reclassifications. Certain reclassifications were made to the prior fiscal years to conform to the current-year presentation.

Recently Issued Accounting Pronouncements Adopted in Fiscal 2022.

In December 2019, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2019-12, which simplifies the accounting for income taxes by removing certain exceptions to general principles in Topic 740 and amending certain existing guidance for clarity. We adopted this guidance in the first quarter of fiscal 2022, and the adoption did not have an impact on our consolidated financial statements.

In May 2020, the Securities and Exchange Commission issued guidance amending certain financial disclosures about acquired and disposed businesses. The amendments are designed to assist registrants in making more meaningful determinations of whether a subsidiary or an acquired or disposed business is significant, and to improve the related disclosure requirements. We adopted this guidance in the first quarter of fiscal 2022, and the adoption did not have an impact on our consolidated financial statements.

In October 2021, the FASB issued ASU 2021-08, which requires the recognition and measurement of contract assets and contract liabilities acquired in a business combination in accordance with Accounting Standards Codification Topic 606, "Revenue from Contracts with Customers" ("ASC 606"). Considerations to determine the amount of contract assets and contract liabilities to record at the acquisition date include the terms of the acquired contract, such as timing of payment, identification of each performance obligation in the contract and allocation of the contract transaction price to each identified performance obligation on a relative standalone selling price basis as of contract inception. ASU 2021-08 is effective for us beginning in the first quarter of fiscal 2023. ASU 2021-08 should be applied prospectively for acquisitions occurring on or after the effective date of the amendments. Early adoption of the proposed amendments would be permitted, including adoption in an interim period. We adopted this guidance in the first quarter of fiscal 2022, and the adoption did not have an impact on our consolidated financial statements.

Recently Issued Accounting Pronouncements Not Yet Adopted.

In November 2021, the FASB issued ASU 2021-10, Government Assistance (Topic 832), which requires disclosures for transactions with a government authority that are accounted for by applying a grant or contribution model by analogy, including (1) the types of transactions, (2) the accounting for those transactions, and (3) the effect of those transactions on an entity's financial statements. ASU 2021-10 is effective for us beginning in the first quarter of fiscal 2023, with early adoption permitted. This guidance should be applied prospectively to all transactions that are reflected in the financial statements at the date of initial application and to new transactions that are entered into after that date, or retrospectively.

In fiscal 2020, the Canadian federal government implemented the Canadian Emergency Wage Subsidy ("CEWS") program in response to the negative impact of the coronavirus disease 2019 ("COVID-19") pandemic on businesses operating in Canada. Our Canadian legal entities qualified for and applied for these CEWS cash benefits to partially offset the impacts of revenue reductions and on-going staffing costs. The \$26.0 million total received was initially recorded in "Other current liabilities" until all potential amendments to the qualification criteria, including some that were proposed with retroactive application, were finalized in fiscal 2022. As there are no further contingencies, beginning in fiscal 2023, the amounts received will be distributed to all Canadian employees. We expect to distribute approximately \$9 million in the next twelve months. Accordingly, this amount was reclassified from "Other current liabilities" to "Accrued compensation" on our consolidated balance sheet as of October 2, 2022. The remaining \$17.0 million, which we expect to distribute beyond one year, was reclassified to "Other long-term liabilities". We do not expect there will be any related impact to our operating income, and we have no outstanding applications for further government assistance.

3. Revenue and Contract Balances

We recognize revenue over time as the related performance obligation is satisfied by transferring control of a promised good or service to our customers. Progress toward complete satisfaction of the performance obligation is primarily measured using a cost-to-cost measure of progress method. The cost input is based primarily on contract cost incurred to date compared to total estimated contract cost. This measure includes forecasts based on the best information available and reflects our judgement to faithfully depict the value of the services transferred to the customer. For certain on-call engineering or consulting and similar contracts, we recognize revenue in the amount which we have the right to invoice the customer if that amount corresponds directly with the value of our performance completed to date.

Due to uncertainties inherent in the estimation process, it is possible that estimates of costs to complete a performance obligation will be revised in the near-term. For those performance obligations for which revenue is recognized using a cost-to-cost measure of progress method, changes in total estimated costs, and related progress towards complete satisfaction of the performance obligation, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. When the current estimate of total costs indicates a loss, a provision for the entire estimated loss on the contract is made in the period in which the loss becomes evident.

Disaggregation of Revenue

We disaggregate revenue by client sector and contract type, as we believe it best depicts how the nature, timing and uncertainty of revenue and cash flows are affected by economic factors. The following tables present revenue disaggregated by client sector and contract type:

	Fiscal Year Ended		
	October 2, 2022	October 3, 2021	September 27, 2020
	(in thousands)		
Client Sector:			
U.S. federal government ⁽¹⁾	\$ 1,064,347	\$ 1,081,608	\$ 993,835
U.S. state and local government	603,286	536,309	439,019
U.S. commercial	748,953	638,169	674,605
International ⁽²⁾	1,087,462	957,427	887,432
Total	\$ 3,504,048	\$ 3,213,513	\$ 2,994,891
Contract Type:			
Fixed-price	\$ 1,317,993	\$ 1,191,244	\$ 1,078,432
Time-and-materials	1,637,019	1,492,813	1,391,592
Cost-plus	549,036	529,456	524,867
Total	\$ 3,504,048	\$ 3,213,513	\$ 2,994,891

⁽¹⁾ Includes revenue generated under U.S. federal government contracts performed outside the United States.

⁽²⁾ Includes revenue generated from foreign operations, primarily in Canada, Australia, the United Kingdom and revenue generated from non-U.S. clients.

Other than the U.S. federal government, no single client accounted for more than 10% of our revenue for fiscal 2022 and 2021.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this Report on Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized.

TETRA TECH, INC.

By:

/s/ DAN L. BATRACK

Date: November 22, 2022

Dan L. Batrack
Chairman and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Dan L. Batrack and Steven M. Burdick, jointly and severally, his attorney-in-fact, each with the full power of substitution, for such person, in any and all capacities, to sign any and all amendments to this Annual Report on Form 10-K, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might do or could do in person, hereby ratifying and confirming all that each of said attorneys-in-fact and agents, or his substitute, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this Report on Form 10-K has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ DAN L. BATRACK Dan L. Batrack	Chairman and Chief Executive Officer (Principal Executive Officer)	November 22, 2022
/s/ STEVEN M. BURDICK Steven M. Burdick	Executive Vice President, Chief Financial Officer (Principal Financial Officer)	November 22, 2022
/s/ BRIAN N. CARTER Brian N. Carter	Senior Vice President, Corporate Controller (Principal Accounting Officer)	November 22, 2022
/s/ GARY R. BIRKENBEUEL Gary R. Birkenbeuel	Director	November 22, 2022
/s/ PRASHANT GANDHI Prashant Gandhi	Director	November 22, 2022
/s/ J. CHRISTOPHER LEWIS J. Christopher Lewis	Director	November 22, 2022
/s/ JOANNE M. MAGUIRE Joanne M. Maguire	Director	November 22, 2022
/s/ KIMBERLY E. RITRIEVI Kimberly E. Ritrievi	Director	November 22, 2022
/s/ J. KENNETH THOMPSON J. Kenneth Thompson	Director	November 22, 2022
/s/ KIRSTEN M. VOLPI Kirsten M. Volpi	Director	November 22, 2022

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Proposer submits that they are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange.)**

1. Company Name: City of Melbourne
Contact Person: Jennifer Wilster
City, State: Melbourne, FL
Telephone Number: 321-608-5080
Email Address: jennifer.wilster@mlbfl.org
Description of goods/services provided: Tetra Tech monitored the removal of more than 111,170 cubic yards of disaster debris during Hurricane Irma and 25,000 CY's during Hurricane Ian
Contract Amount: Irma: \$1,691,432 | Ian: \$80,118
Start/End Date of Contract: Irma: September 2017 – January 2018 | Ian: October 2022 – December 2022
2. Company Name: City of Edinburg
Contact Person: Ramiro Gomez
City, State: Edinburg, Texas
Telephone Number: 956-381-5635
Email Address: rgomez@cityofedinburg.com
Description of goods/services provided: Tetra Tech monitored the removal of more than 109,905 CY's during Hurricane Hanna.
Contract Amount: \$931,991
Start/End Date of Contract: August - September 2020
3. Company Name: City of New Smyrna Beach
Contact Person: David Ray
City, State: New Smyrna Beach, FL
Telephone Number: 386-527-6657
Email Address: dray@cityofnsb.com
Description of goods/services provided: Tetra Tech monitored more than 100,000 cubic yards of vegetative and construction and demolition debris were removed from NSB in approximately 60 days.
Contract Amount: \$250,000
Start/End Date of Contract: October 1, 2022 – December 31, 2022

This document must be completed and returned with your Submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

**LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST**

The Proposer proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided services equal or similar to those required under the City's contract as outlined in this proposal package. A minimum of three (3) projects shall be listed below in order to submit a proposal on this contract. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: City of Dundedin, FL - William Pickrum Public Works and Utilities

Phone: 727-657-6408

Current Client: ☒ Yes ☐ No

Number of years of service provided: 15

Description of service: Debris Removal Monitoring including right-of-way collection monitoring, specialized debris removal programs (parks, public golf courses), and financial recovery services following Hurricane Irma

2. Contact Name: Charlotte County - John Elias, Maintenance and Operations Manager

Phone: 941-575-3646

Current Client: ☒ Yes ☐ No

Number of years of service provided: 1

Description of service: During Hurricane Irma our team monitored the removal of 6,208 tons of debris and in September of 2022, Hurricane Ian monitored the removal of 4,671,448 CYs

3. Contact Name: City of Diamondhead - Jeannie Klein

Phone: 228-222-4626

Current Client: ☒ Yes ☐ No

Number of years of service provided: 2

Description of service: Tetra Tech documented the removal of 7,800 cubic yards of debris from the City from Hurricane Ida.

This document must be completed and returned with your Submittal

FORM 9.9 - E-VERIFY AFFIDAVIT

(To be signed in the presence of a notary public or other authorized to administer oaths.)



CITY OF PORT ORANGE
CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Solicitation Name: Disaster Debris Monitoring & Grant Consulting Services

Solicitation Number: 23-15

I, the undersigned hereby certify that Tetra Tech, Inc. (insert contractor company name) does not employ, contract with or sub-contract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of Tetra Tech, Inc. (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.

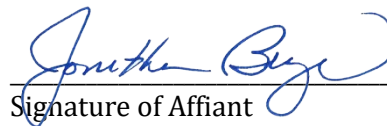
By affixing my signature below, I hereby affirm that I am duly authorized to bind the company referenced herein and I will comply with all applicable E-Verify requirements.

Jonathan Burgiel, Business Unit President

Print or Type Name, Title

95-4148514

Federal Employer ID Number (FEIN)



Signature of Affiant

1296212

E-Verify Number

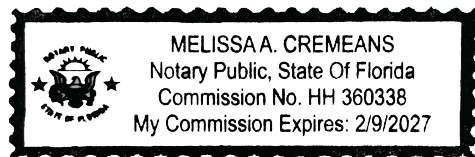
STATE OF FLORIDA

COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of August, 2023, by Jonathan Burgiel and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



This document to be completed and returned with your Submittal

Company ID Number: 1296212

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Tetra Tech (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

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Approved by:

Employer Tetra Tech	
Name (Please Type or Print) Michelle L Renta	Title
Signature Electronically Signed	Date 05/03/2018
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/03/2018

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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Tetra Tech
Company Facility Address	2301 Lucien Way Ste 120 Maitland, FL 32751
Company Alternate Address	
County or Parish	ORANGE
Employer Identification Number	954148514
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	51

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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA	1 site(s)	WASHINGTON	1 site(s)
ARKANSAS	1 site(s)	WISCONSIN	1 site(s)
ARIZONA	1 site(s)	WEST VIRGINIA	1 site(s)
CALIFORNIA	1 site(s)	WYOMING	1 site(s)
COLORADO	1 site(s)		
CONNECTICUT	1 site(s)		
DIST OF COL	1 site(s)		
DELAWARE	1 site(s)		
FLORIDA	1 site(s)		
GEORGIA	1 site(s)		
IOWA	1 site(s)		
IDAHO	1 site(s)		
ILLINOIS	1 site(s)		
INDIANA	1 site(s)		
KANSAS	1 site(s)		
KENTUCKY	1 site(s)		
LOUISIANA	1 site(s)		
MASSACHUSETTS	1 site(s)		
MARYLAND	1 site(s)		
MAINE	1 site(s)		
MICHIGAN	1 site(s)		
MINNESOTA	1 site(s)		
MISSOURI	1 site(s)		
MISSISSIPPI	1 site(s)		
MONTANA	1 site(s)		
NORTH CAROLINA	1 site(s)		
NORTH DAKOTA	1 site(s)		
NEBRASKA	1 site(s)		
NEW HAMPSHIRE	1 site(s)		
NEW JERSEY	1 site(s)		
NEW MEXICO	1 site(s)		
NEVADA	1 site(s)		
NEW YORK	1 site(s)		
OHIO	1 site(s)		
OKLAHOMA	1 site(s)		
OREGON	1 site(s)		
PENNSYLVANIA	1 site(s)		
PUERTO RICO	1 site(s)		
RHODE ISLAND	1 site(s)		
SOUTH CAROLINA	1 site(s)		
SOUTH DAKOTA	1 site(s)		
TENNESSEE	1 site(s)		
TEXAS	1 site(s)		
UTAH	1 site(s)		
VIRGINIA	1 site(s)		
VIRGIN ISLANDS	1 site(s)		
VERMONT	1 site(s)		

Company ID Number: 1296212

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Shannon Stuver
Phone Number (541) 482 - 8939
Fax Number
Email Address Shannon.Stuver@tetrattech.com

Name Diane Stopa
Phone Number (703) 885 - 5518
Fax Number
Email Address Diane.Stopa@tetrattech.com

Name Karen Bollinger
Phone Number (816) 412 - 1743
Fax Number
Email Address Karen.Bollinger@tetrattech.com

Name Danielle De Herrera
Phone Number (626) 470 - 2419
Fax Number
Email Address Danielle.DeHerrera@tetrattech.com

Name Michelle L Renta
Phone Number (321) 441 - 8507
Fax Number
Email Address Michelle.Renta@tetrattech.com

Company ID Number: 1296212

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FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, Jonathan Burgiel, Business Unit President, on behalf
(Print Name and Title)

of Tetra Tech, Inc. ("Company"), certify that Tetra Tech, Inc.
(Company Name) (Company Name)

does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

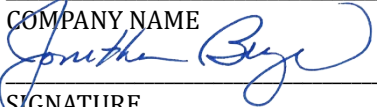
Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Tetra Tech, Inc.

COMPANY NAME


SIGNATURE

Jonathan Burgiel

PRINT NAME

Business Unit President

TITLE

STATE OF FLORIDA

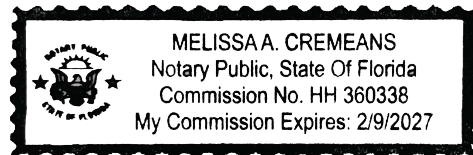
COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of August, 2023, by Jonathan Burgiel and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

[Signature] Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



This document to be completed and returned with your Submittal

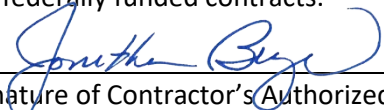
FORM 9.11 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

MATTERS

(To be completed by Prime Contractor)

PRIMARY COVERED TRANSACTIONS

1. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2. The Contractor hereby certifies that the Contractor is complying with the requirements in Section 1 above. Further, the Contractor verifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor further certifies to the best of its knowledge and belief that it and its principals and affiliates:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (2)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
4. Where the Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this.
5. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



Signature of Contractor's Authorized Official

Date

August 25, 2023

Jonathan Burgiel, Business Unit President
Name and Title of Contractor's Authorized Official

This document must be completed and returned with your Submittal

FORM 9.12 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# _____

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST FOR PROPOSAL TO DETERMINE IF THIS APPLIES.

Proposer: _____

Address: _____

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the “City”), and the above-named Proposer (hereinafter the (“Proposer”). The City and the Proposer are collectively referred to as the “Parties” and may be referred to individually as a Party.

RECITALS

WHEREAS, the Proposer asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and WHEREAS, the City desires to review such materials in order to evaluate the City’s interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Proposer.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Proposer agree as follows:

1. Confidential Materials. The Proposer warrants and represents to the City that the materials described in the attached Exhibit A (Description of “Confidential Material”) constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Proposer may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped “confidential” or “trade secret” prior to delivery to the City, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term “Confidential Materials” does not include the following:
 - a. Information already known or independently developed by the City;
 - b. Information in the public domain through no wrongful act of the City;
 - c. Information received by the City from a third party who was legally free to disclose it;
 - d. Information disclosed by the Proposer to a third party without restriction on disclosure;
 - e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
 - f. Information that is disclosed with the prior written consent of the Proposer, but only to the extent permitted by such consent.

4. Non-Disclosure by Proposer. In the event the City discloses confidential or trade secret information to Proposer, the Proposer agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Proposer, or at any time upon request of the City, Proposer agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Proposer understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Proposer to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Proposer further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Proposer. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Proposer shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Proposer designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

The City of Port Orange, Florida
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.
12. Proposer and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: _____
NAME: _____
TITLE: _____
DATE: _____

Proposer

BY: _____
NAME: _____
TITLE: _____
DATE: _____

ATTEST:

BY: _____
NAME: _____
TITLE: _____
DATE: _____

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

Not Applicable to Tetra Tech, Inc

FORM 9.13 – NO SUBMITTAL RESPONSE FORM

If your company will not be submitting a proposal in response to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation: RFP #23-15 Disaster Debris Monitoring & Grant Consulting Services

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a “no response”.

- ☐ Specifications “too tight” or geared toward on brand or manufacturer (please explain below)
- ☐ Insufficient time to respond
- ☐ Specifications unclear (please explain below)
- ☐ We do not offer this product/service or an equivalent
- ☐ Our product schedule does not permit us to perform within stated timeline for the project
- ☐ Unable to meet specifications
- ☐ Unable to meet bond requirements
- ☐ Unable to hold prices firm throughout the term of the contract period
- ☐ Unable to meet insurance requirements
- ☐ Other: _____

Print Name: _____

Signature: _____ Date: _____

Additional Information:

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Tetra Tech, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name & Title of Contractor's Authorized Official

Date: August 25, 2023

(ATTACHMENT 1) SERVICES COSTS/FEES PROPOSAL**CITY OF PORT ORANGE****RFP #23-15****Disaster Debris Monitoring & Grant Consulting Services**

Completed (Attachment 1) Services Costs/Fees Proposal form **MUST** be included with Submittal. Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	Tetra Tech, Inc.
CONTACT PERSON:	Jonathan Burgiel
EMAIL ADDRESS:	ttr.contracts@tetratech.com
AUTHORIZED	<i>Jonathan Burgiel</i>

ITEM #	EMPLOYEE/SERVICE CATEGORY	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1	Project Management/On Site	100	\$ 65.00	\$ 6,500.00
2	Operations Manager/Administrator	50	\$ 65.00	\$ 3,250.00
3	Project Coordinators	150	\$ 34.00	\$ 5,100.00
4	Training and Exercise Coordinator	150	\$ 90.00	\$ 13,500.00
5	Data Manager	150	\$ 58.00	\$ 8,700.00
6	Field Collection Monitor/Supervisor	7,000	\$ 33.50	\$ 234,500.00
7	Debris Site/Tower Monitor	3,000	\$ 33.00	\$ 99,000.00
8	Crew Monitor ¹	300	\$ 0.00	\$ 0.00
9	Emergency Management Planner	150	\$ 130.00	\$ 19,500.00
10	Senior Grant Consultant	60	\$ 160.00	\$ 9,600.00
11	FEMA Reimbursement Specialist	100	\$ 95.00	\$ 9,500.00
12	Quality Control Manager/Invoice Analyst	150	\$ 45.00	\$ 6,750.00
13	Grant Management Consultant	50	\$ 120.00	\$ 6,000.00
14	GIS Analyst	100	\$ 50.00	\$ 5,000.00
15	Administrative Support Staff ²	300	\$ 0.00	\$ 0.00
16	On Site Supervisor	1,000	\$ 44.00	\$ 44,000.00
17	Site Supervisor or Area Supervisor ³	1,500	\$ 0.00	\$ 0.00
18	Attorney	25	\$ 190.00	\$ 4,750.00
19	Subject Matter Expert	25	\$ 125.00	\$ 3,125.00

TOTAL COST: \$ 478,775.00

Proposer may submit a schedule of additional positions, with corresponding hourly rates on the form below. Proposer must attach a job description for each additional position submitted.

THE FEES FOR ADDITIONAL POSITIONS ARE FOR FUTURE USE IF NECESSARY BY THE CITY. THEY WILL NOT BE A FACTOR IN THE EVALUATION OF COST.

The hourly rates shall include all costs associated with the position, including but not limited to applicable insurance, overhead and profit, travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

ITEM #	ADDITIONAL POSITION(S) IF REQUIRED	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1				
2				
3				
4				
5				
6				
7				
8				
9				

*Tetra Tech operates under National Incident Management System (NIMS) protocols which promote appropriate spans of control and levels of supervision. The City's rate schedule includes a greater number of supervisory and administrative positions than are generally required for Tetra Tech managed debris monitoring projects. For this reason, Tetra Tech will not need to utilize all of the supervisory and administrative positions listed on Attachment 1. Details are included in the footnotes below.

1 - The roles of the Crew Monitor Position position will be fulfilled by the Field Collection Monitor/Supervisor position.

2 - The roles of the Administrative Support Staff position will be fulfilled by the Project Coordinator position.

3 - The roles of the Site Supervisor or Area Supervisor position will be fulfilled by the On Site Supervisor position.

State of Florida

Department of State

I certify from the records of this office that TETRA TECH, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 28, 1988.

The document number of this corporation is P19034.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 12, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelfth day of January, 2023*




Secretary of State

Tracking Number: 8116527869CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
TETRA TECH, INC.

Filing Information

Document Number	P19034
FEI/EIN Number	95-4148514
Date Filed	04/28/1988
State	DE
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/30/2003
Event Effective Date	01/02/2004

Principal Address

3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Changed: 07/14/2003

Mailing Address

3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Changed: 07/14/2003

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 03/18/1992

Address Changed: 03/18/1992

Officer/Director Detail

Name & Address

Title Senior Vice President, Chief Engineer

BROWNLIE, WILLIAM R
3475 E. Foothill Blvd.
Pasadena, CA 91107

Title Senior Vice President, Corporate Administration

LEMMON, RICHARD A
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Executive Vice President, CFO and Assistant Secretary

BURDICK, STEVEN M
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Chairman of the Board, CEO

Batrack, Dan L.
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title EVP, Chief Sustainability and Leadership Development Officer

Shoemaker, Leslie L
3475 E. Foothill Blvd.
Pasadena, CA 91107

Title Senior Vice President, Corporate Controller, Chief Accounting Officer

Carter, Brian N
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

Lewis, J. Christopher
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

Thompson, J. Kenneth
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

Ritrievi, Kimberly E
3475 E FOOTHILL BLVD
PASADENA, CA 91107

Title Director

Volpi, Kirsten M
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title SVP

BIAGI , JAMES Q, Jr.
4967 U.S. Hwy 42
Ste. 210
Louisville, KY 40222

Title Director

Maguire, Joanne M.
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Senior Vice President and President of the Client Account Management Division and Commercial/International Services Group

Amidon, Derek G
4750 W. 2100 South
Ste. 400
Salt Lake City, UT 84120

Title Senior Vice President, President of the Government Services Group and President of the United States Government Division

Argus, Roger R.
1230 Columbia Street
Suite 1000
San Diego, CA 92101

Title Secretary

Hopson, Preston
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title VPFS

JENKINS, LAWRENCE E
201 E. PINE ST.
ORLANDO, FL 32801

Title Director

Birkenbeuel, Gary R.
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title President

Hudkins, Jill
3475 E. FOOTHILL BLVD
PASADENA, CA 91107

Title Treasurer

Wu, Jim
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

GANDHI, PRASHANT
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

OBIAYA, CHRISTIANA
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Annual Reports

Report Year	Filed Date
2021	01/04/2021
2022	01/03/2022
2023	01/12/2023

Document Images

01/12/2023 -- ANNUAL REPORT	View image in PDF format
01/03/2022 -- ANNUAL REPORT	View image in PDF format
01/04/2021 -- ANNUAL REPORT	View image in PDF format
01/02/2020 -- ANNUAL REPORT	View image in PDF format
01/02/2019 -- ANNUAL REPORT	View image in PDF format
05/18/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/03/2018 -- ANNUAL REPORT	View image in PDF format
11/21/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
01/05/2017 -- ANNUAL REPORT	View image in PDF format
01/12/2016 -- ANNUAL REPORT	View image in PDF format
01/07/2015 -- ANNUAL REPORT	View image in PDF format
04/24/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format

01/03/2013 -- ANNUAL REPORT	View image in PDF format
02/09/2012 -- ANNUAL REPORT	View image in PDF format
01/18/2012 -- ANNUAL REPORT	View image in PDF format
02/15/2011 -- ANNUAL REPORT	View image in PDF format
01/29/2011 -- ANNUAL REPORT	View image in PDF format
01/28/2010 -- ANNUAL REPORT	View image in PDF format
01/14/2009 -- ANNUAL REPORT	View image in PDF format
02/15/2008 -- ANNUAL REPORT	View image in PDF format
03/12/2007 -- ANNUAL REPORT	View image in PDF format
02/08/2006 -- ANNUAL REPORT	View image in PDF format
02/23/2005 -- ANNUAL REPORT	View image in PDF format
01/31/2005 -- ANNUAL REPORT	View image in PDF format
05/13/2004 -- ANNUAL REPORT	View image in PDF format
05/05/2004 -- ANNUAL REPORT	View image in PDF format
03/01/2004 -- ANNUAL REPORT	View image in PDF format
12/30/2003 -- Merger	View image in PDF format
07/14/2003 -- ANNUAL REPORT	View image in PDF format
03/03/2002 -- ANNUAL REPORT	View image in PDF format
05/15/2001 -- ANNUAL REPORT	View image in PDF format
05/04/2000 -- ANNUAL REPORT	View image in PDF format
04/07/1999 -- ANNUAL REPORT	View image in PDF format
07/29/1998 -- ANNUAL REPORT	View image in PDF format
04/09/1997 -- ANNUAL REPORT	View image in PDF format
02/09/1996 -- ANNUAL REPORT	View image in PDF format
04/14/1995 -- ANNUAL REPORT	View image in PDF format



Zurich North America Surety Phone 213-270-0797
777 S. Figueroa Street, Suite 3900 Fax 213-270-0845
Los Angeles, CA 90017



May 10, 2023

RE: Tetra Tech Inc.
Confirmation of Surety Support

Dear Sir/Madam:

This letter is provided to our customer Tetra Tech Inc. ("Tetra Tech") in order to confirm and verify its surety program. Zurich American Insurance Company, Fidelity and Deposit Company of Maryland and Federal Insurance Company (hereinafter "the Co-Sureties") have the pleasure of extending surety credit to Tetra Tech whom we hold them in the highest regard.

This letter will confirm that Tetra Tech is in good standing with its Co-Sureties, and has a surety facility providing support on individual projects up to \$350 Million Dollars (and higher as part of a joint venture), with an aggregate surety facility which totals in excess of \$750 Million Dollars. Current and available surety capacity is more than sufficient to support surety bonds within this project limit parameter. The Co-Sureties have complete confidence in the abilities and qualifications of Tetra Tech, including its current financial strength. We highly recommend Tetra Tech to you.

Each of the Co-Sureties is licensed to conduct surety business in all fifty states; and furthermore, each surety company is rated A+ and A++ respectively by A.M. Best Company, and has the highest Class "XV" Financial Size Category ratings. Each surety company is listed on the July 1, 2022 U.S. Department of the Treasury Department Circular 570 list of Companies holding Certificates of Authority as acceptable and authorized sureties on Federal Bonds.

Our commitment to provide bonds on any project, task or work order is subject to our review and approval of contract terms and conditions and bond forms, confirmation of adequate project financing, as well as the application of such other underwriting criteria as are pertinent at the time we receive a bond request from Tetra Tech. The issuance of any such bonds is a matter among ourselves and Tetra Tech and we assume no obligation to you or to other third parties through the issuance of this letter.

Sincerely,

Zurich American Insurance Company
Federal Insurance Company
Fidelity and Deposit Company of Maryland

Rosa E. Rivas, Attorney-in-Fact

Zurich American Insurance Company, A.M. Best Rating A+ Class XV
Fidelity and Deposit Company of Maryland, A.M. Best Rating A+ Class XV
Federal Insurance Company, A.M. Best Rating A++ Class XV



A member of the Zurich Financial Services Group

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 05/10/2023 before me Vanessa Fong, Notary Public, personally appeared Rosa E. Rivas who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Vanessa Fong
Signature of Notary Public

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Rosa E. RIVAS, Samantha RUSSELL, Tracy ASTON, Meghan HANES **of Los Angeles, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 7th day of April, A.D. 2022.

ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



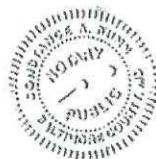

By: Robert D. Murray
Vice President


By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this th day of April, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 10th day of May, 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Rosa E. Rivas of Irvine, California; Tracy Aston, Meghan Hanes, Samantha Russell, Ana Torres Mary Y. Volmar of Los Angeles, California; Eric Allen, Celeste Austria, Donnalyne Revis, Catherine A. Rueter and William F. Ward of San Francisco, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 12th day of July, 2022.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 12th day of July, 2022 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 05/10/2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

Tab B – Qualifications and Related Experience of Consultant

1. Firm Biography

Tetra Tech is a leading provider of consulting, engineering, environmental, and technical services worldwide. Founded in 1966, Tetra Tech is one of the leading firms in the nation in the field of disaster management and homeland security, with millions of dollars in revenue coming from contracts in such diverse areas as infrastructure hardening and protection; disaster recovery; emergency management, planning, and preparedness; community resilience; environmental services, and grant management. Tetra Tech supports government and commercial clients by providing innovative solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources. We are a global company with over 27,000 employees that is *Leading with Science®* to provide innovative solutions to complex problems for our public and private clients.

Number Of Years The Company Has Been In Business	57 Years
The Location Of Corporate Headquarters	Pasadena, California
The Number Of Branch Offices	351 Offices across the United States

Dedicated to helping state and local governments plan for and recover from natural and human-caused disasters, our staff members offer a field-tested and proven methodology for emergency readiness, continuity planning, and disaster recovery. Our team is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations.

Likewise, our team's understanding of the Federal Emergency Management Agency (FEMA), the Federal Highway Administration



(FHWA) (including recent changes), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement helps clients receive the maximum reimbursement allowed. ***Our team has obtained over \$12 billion in reimbursement funds for our clients from federal agencies such as FEMA, FHWA, and the Natural Resources Conservation Service (NRCS).*** In total, our team has successfully managed the removal of and reimbursement for over ***172 million cubic yards (CYs) of debris as well as the demolition of over 22,000 uninhabitable residential and commercial structures.***

In addition to disaster recovery, Tetra Tech offers a diverse suite of solutions to complex problems in water, environment, infrastructure, resource management, energy, advanced data analytics, and more. In all, Tetra Tech has dedicated problem solvers and innovators from 60 disciplines collaborating on innovative projects worldwide.



Knowledge and Expertise

57⁺ Years in Business	25 Years in Disaster Recovery	172M CYs of Debris Monitored	\$12⁺B Reimbursed to Clients	350⁺ Clients Nationwide
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Tetra Tech Disaster Recovery is a national leader in the field of disaster management. Our contracts with federal agencies and state and local governments are in diverse areas such as disaster recovery consulting and technical assistance; staff augmentation; community resilience; grant management; and disaster debris planning and preparedness. Our team offers deep understanding of the FEMA, FHWA, and other regulatory agencies' policies and procedures. We have worked closely with these agencies, recipients, and subrecipients on billions of dollars' worth of projects to determine project eligibility and to provide technical assistance, detailed damage inspection reports, cost estimates, validation and testing, audit documentation, and process reimbursements. Our team also maintains strong relationships with many of the lead federal officers, state agency leadership, local governments, and other staff.

2. Unmatched Debris Monitoring Experience

Our team has provided disaster management, recovery, and consulting services to hundreds of state and local government agencies since 2001. These services have included environmental permitting; monitoring of debris collection, hazardous tree programs, Temporary Debris Staging and Reduction Sites (TDSRS), and specialized debris missions; fire damage restoration; contractor invoice reconciliation; and federal grant reimbursement support. **Profiles and references from specific projects are featured later in this section. Tetra Tech can provide additional projects and information upon request.**

Exhibit 1: Experience Matrix (2001–Present)

OVER 95 EVENTS SINCE 2001

2023

OH TRAIN DERAILMENT - 1 Client
WINTER STORM MARA - 5 Clients
CA FLOODING EVENTS - 3 Clients
ARKANSAS TORNADO - 5 Clients
MISSISSIPPI TORNADO - 1 Client

2022

HURRICANE NICOLE - 4 Clients
HURRICANE IAN - 31 Clients
CA WILDFIRES - 4 Clients
NM WILDFIRE (USACE) - 1 Client
WINTER STORM VA - 1 Client
KY STORMS/TORNADOES - 2 Clients

2021

DIXIE FIRE - 1 Client
HURRICANE IDA - 9 Clients
BUILDING COLLAPSE - 1 Client
STORMS/TORNADOES AL - 1 Client
WINTER STORM TX - 3 Clients
STORMS/FLOODING TN - 1 Client
WINTER STORM VA - 1 Client

2020

HURRICANE ZETA - 6 Clients
HURRICANE DELTA - 4 Clients
WILDFIRES - 2 Clients
HURRICANE SALLY - 4 Clients
HURRICANE LAURA - 18 Clients
HURRICANE ISAIAS - 2 Clients
HURRICANE HANNA - 3 Clients
TORNADOES - 3 Clients
IOWA DERECHO - 1 Client

2019

TROPICAL STORM IMELDA - 3 Clients
HURRICANE DORIAN - 4 Clients
TORNADOES - 2 Clients

2018

HURRICANE MICHAEL - 13 Clients
HURRICANE FLORENCE - 12 Clients
WILDFIRES - 1 Client

2017

WILDFIRES - 2 Clients
HURRICANE MARIA - 1 Client
HURRICANE IRMA - 67 Clients
HURRICANE HARVEY - 38 Clients
TX & GA TORNADOES - 2 Clients

2016

HURRICANE MATTHEW - 34 Clients
HURRICANE HERMINE - 1 Client
STORMS & FLOODING - 2 Clients
WILDFIRES - 2 Clients
FLOODING - 6 Clients

2015

WILDFIRES - 2 Clients
SEVERE STORMS - 3 Clients
FLOODING - 10 Clients

2014

FLOODING - 1 Client
TORNADOES - 2 Clients
ICE STORM - 7 Clients

2013

ICE STORM - 2 Clients
FLOODING - 1 Client

2012

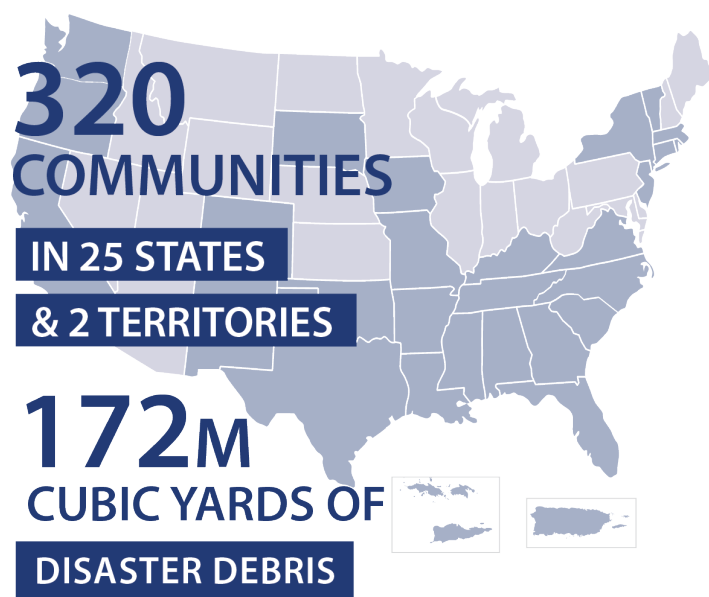
HURRICANE SANDY - 13 Clients
HURRICANE ISAAC - 5 Clients
TROPICAL STORM DEBBY - 3 Clients

2011

WINTER STORMS - 19 Clients
TEXAS DROUGHT - 1 Client
TEXAS WILDFIRES - 1 Client
HURRICANE IRENE - 22 Clients
TORNADOES - 4 Clients

2010

FLOODING - 2 Clients
TORNADOES - 1 Client
ICE STORMS - 1 Client
TROPICAL STORM ALEX - 1 Client



2009

ICE STORMS - 1 Client
SNOW STORMS - 2 Clients
TROPICAL STORM IDA

2008

HURRICANE IKE - 78 Clients
HURRICANE GUSTAV - 7 Clients
TROPICAL STORM FAY - 3 Clients
HURRICANE DOLLY - 30 Clients
MIDWEST FLOODING - 2 Clients

2007

MIDWEST ICE STORM - 3 Clients
TORNADOES - 2 Clients
MIDWEST SNOW STORMS - 3 Clients

2006

BUFFALO SNOW STORMS - 6 Clients

2005

HURRICANE WILMA - 17 Clients
HURRICANE RITA - 3 Clients
HURRICANE KATRINA - 11 Clients
HURRICANE DENNIS - 5 Client

2004

HURRICANE JEANNE - 2 Clients
HURRICANE IVAN - 3 Clients
HURRICANE FRANCES - 2 Clients
HURRICANE CHARLEY - 2 Clients

2002

HURRICANE LILI - 1 Client

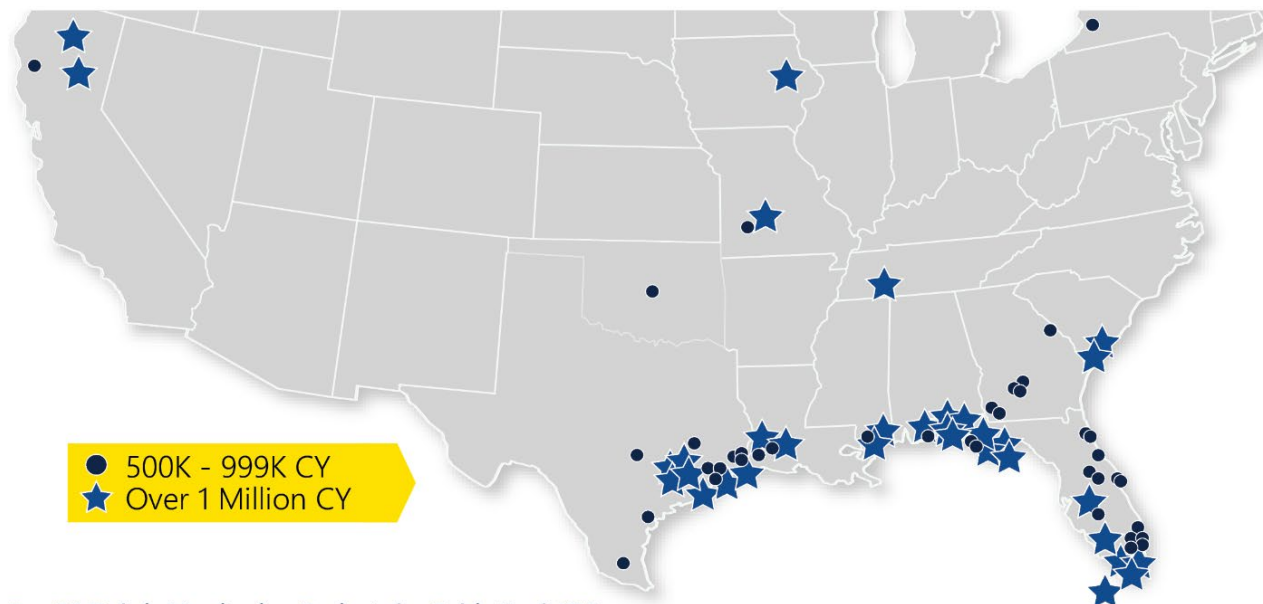
2001

TROPICAL STORM GABRIELLE - 1 Client

Large-Scale Debris Monitoring Experience

Clients count on us to respond in their time of need, and we have never failed to deliver. Our team of debris experts and vast resources allow us to respond to our clients' deployment and mobilization needs, regardless of size, location, or type of disaster. **More than 6,000 Tetra Tech field staff were deployed in concurrent responses to Hurricanes Harvey, Irma, Maria, and the California wildfires in 2017–2018.** Tetra Tech understands the unique aspects and special considerations related to large-scale operations.

Exhibit 2: Large Project Experience



Top 20 Debris Monitoring Projects by Cubic Yard (CY)



8.27M

CalRecycle
Camp Wildfire, 2018



6.81M

Calcasieu Parish, LA
Hurricane Laura, 2020



5.47M

Houston, TX
Hurricane Ike, 2008



5.38M

Escambia County, FL
Hurricane Ivan, 2004



4.60M

Charlotte County, FL
Hurricane Ian, 2022



4.42M

Baldwin County, AL
Hurricane Sally, 2020



4.0M

Lake Charles, LA
Hurricane Laura, 2020



3.90M

Miami-Dade County, FL
Hurricane Katrina, 2005



3.56M

Miami-Dade County, FL
Hurricane Irma, 2017



3.14M

Collier County, FL
Hurricane Irma, 2017



2.69M

Bolivar Peninsula, TX
Hurricane Ike, 2008



2.49M

Harrison County, MS
Hurricane Katrina, 2005



2.39M

Harris County, TX
Hurricane Ike, 2008



2.30M

Miami-Dade County, FL
Hurricane Wilma, 2005



2.89M

Gulfport, MS
Hurricane Katrina, 2005



2.27M

Polk County, FL
Hurricane Irma, 2017



2.18M

Hilton Head Island, SC
Hurricane Matthew, 2016



1.81M

Galveston, TX
Hurricane Ike, 2008



1.70M

Santa Rosa County, FL
Hurricane Dennis, 2005



1.60M

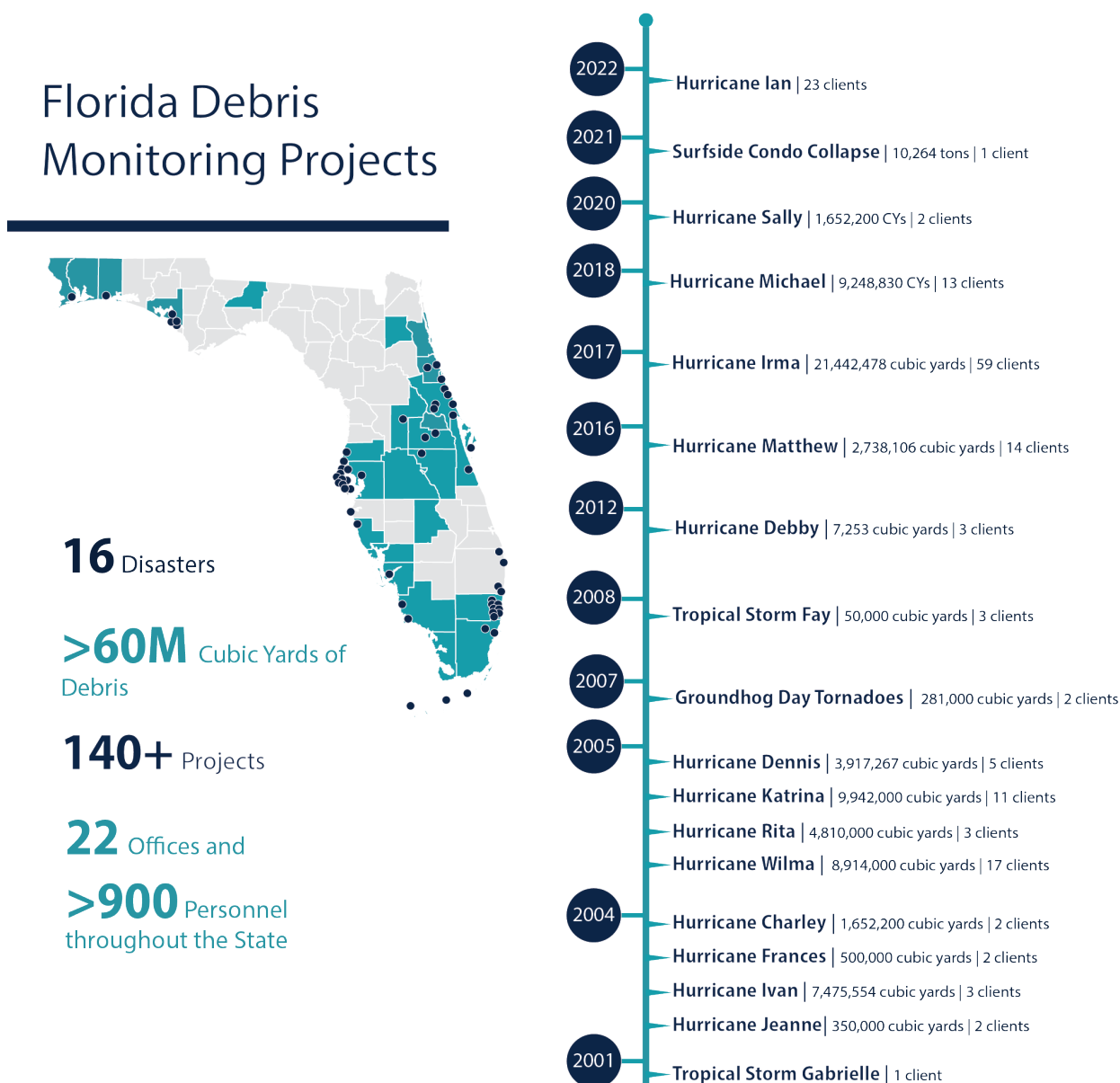
Beaufort County, SC
Hurricane Matthew, 2016

Florida Debris Monitoring Experience

Tetra Tech has performed more debris monitoring services in the state of Florida than any other firm. Our team has responded to every major disaster in Florida since 2001. In response to these events, our team has overseen 141 projects amounting to over 60 million CYs of debris across the State. Due to our vast experience, we have become experts in Florida's unique needs disaster recovery needs, including PPDR, waterways, and beach projects. In recent years, the **City of Port Orange activated our team following Hurricane Irma, where our team monitored the removal of over 110,000 CY of debris.**

Florida is also our home state, where many of our principal and senior staff reside. We are proud of our work in Florida, and we want to be known in our hometowns for providing excellent service to our communities. With 22 offices throughout the state, including our disaster recovery headquarters and fully stocked warehouse in Central Florida, Tetra Tech is mere hours away to mobilize rapidly to our clients throughout the state.

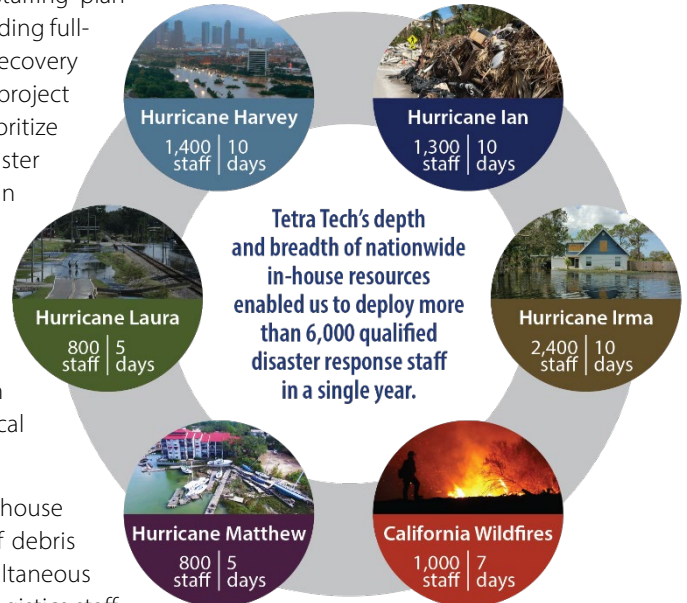
Exhibit 3: Florida Debris Monitoring Experience



Ability to Respond

Clients count on us to respond in their time of need, and we have never failed to deliver. Our ability to respond rapidly is accelerated by utilizing the following:

- **Incident Command System (ICS) Structure:** Our projects are operated under the ICS structure and have a proven track record of meeting even the most challenging staffing level requirements. ICS allows the Tetra Tech project team to scale as needed, coordinate response, establish common processes for planning and managing resources, and adapt organizational structure to match the needs and complexities of projects.
- **Ability to Hire Rapidly:** Tetra Tech's immediate response staffing plan utilizes our vast network of disaster recovery professionals, including full-time employees, reserve staff from the Tetra Tech Disaster Recovery Unit, and local hires. Our staffing process has rapidly mobilized project teams for major disaster recovery projects nationwide. We prioritize deploying local staff, which benefits the local post-disaster economy and reduces mobilization and transportation costs. In addition to maintaining an extensive field staff database, Tetra Tech can deploy our Field Human Resources (HR) Hiring Center, which is designed to be quickly mobilized, transported, and set up to allow near immediate response for field staffing needs. The number of trained HR representatives can scale up to 20 at a moment's notice, with the ability to hire 200+ staff per day. Under this process, local teams can be hired, trained, and deployed within 24 hours.
- **Depth of Resources:** Tetra Tech maintains a fully stocked warehouse located in Orlando, Florida with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. We also have dedicated logistics staff that manages resources and supplies and can have a fully functioning field office in a matter of days, and often several simultaneous offices at once. Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.



We Set the Standard.

No firm has responded to more disaster events with more personnel in a shorter amount of time than Tetra Tech.

Recent Debris Monitoring Experience

Exhibit 4 provides an abbreviated experience matrix for projects conducted since 2017. Tetra Tech can provide specific references and additional information upon request.

Exhibit 4: Experience Matrix (2017–Present)

Year	Disaster	Representative Client(s) *Work in Progress	Size (CYs)	Contract Management	Data Management	Collection Monitoring	Disposal Monitoring	Leaner/Hanger/Stump Removal	Private Property Debris Removal	Marine/Waterway	FEMA Reimbursement
2023	Arkansas Tornadoes Clients Served: 4	Cammack Village*	Ongoing	■	■	■					
		City of Little Rock*	Ongoing	■	■	■	■				
		City of North Little Rock*	Ongoing	■	■	■	■				■
		City of Sherwood*	Ongoing	■	■	■	■				■
	Mississippi Tornado	Sharkey County*	Ongoing	■	■	■	■				
	California Floods Clients Served: 2	Merced County, CA*	Ongoing	■	■	■	■				■
		Santa Barbara County, CA*	Ongoing	■	■	■	■				■
	2023 Texas Ice Storm Clients Served: 4	City of Austin, TX*	Ongoing	■	■	■	■				■
		Travis County, TX*	Ongoing	■	■	■	■				
		City of Georgetown, TX*	Ongoing	■	■	■					
		Williamson County*	Ongoing	■	■	■	■				
2022	Hurricane Ian Clients Served: 30	Florida Department of Environmental Protection, FL*	100,000	■	■	■	■				■
		Brevard County, FL*	200,000	■	■	■	■				■
		City of Cape Coral, FL*	1,200,000	■	■	■	■			■	■
		Charlotte County, FL*	4,500,000	■	■	■	■			■	■
		Collier County, FL*	900,000	■	■	■	■			■	■
		Highlands County, FL*	300,000	■	■	■	■				■
		City of Holly Hill, FL*	85,000	■	■	■	■				■
		City of Key West, FL*	45,000	■	■	■	■				■
		Manatee County, FL*	650,000	■	■	■	■				■
		City of Melbourne, FL*	65,000	■	■	■	■				■
		Osceola County, FL*	10,000	■	■	■	■				■
		Polk County, FL*	1,300,000	■	■	■	■				■
		St. Johns County, FL*	50,000	■	■	■	■				■
		Volusia County, FL*	350,000	■	■	■	■				■
		Placer County, CA*	Ongoing	■	■			■	■		■
	McKinney Fire	Siskiyou County, CA	Ongoing	■	■			■	■		■
	New Mexico Wildfires	New Mexico USACE*	Ongoing	■	■	■	■	■	■		■

Year	Disaster	Representative Client(s) *Work in Progress	Size (CYs)	Contract Management	Data Management	Collection Monitoring	Disposal Monitoring	Leaner/Hanger/Stump Removal	Private Property Debris Removal	Marine/Waterway	FEMA Reimbursement
2021	Oak Fire	Mariposa County, CA	Ongoing	■	■			■	■		■
	Winter Storms Clients Served: 1	Virginia Department of Transportation	250,831.70	■	■			■	■		■
	Severe Storms and Tornadoes Clients Served: 2	City of Bowling Green, KY	164,370	■	■	■	■	■			■
		Warren County, KY	47,300	■	■	■	■	■			■
	Dixie Fire Clients Served: 1	CalRecycle (State Contract)*	Ongoing		■	■	■	■	■	■	■
		City of Central, LA	62,878	■	■	■	■	■	■	■	■
	Hurricane Ida Clients Served: 11	Iberville Parish, LA	10,846	■	■	■	■	■	■	■	■
		Tangipahoa Parish, LA*	2,930,005 (ongoing)	■	■	■	■	■	■	■	■
	Surfside Condo Collapse Clients Served: 1	Miami-Dade County, FL	10,264 (tons)	■	■	■	■	■	■	■	■
	Tennessee Severe Storms and Floods Clients Served: 1	Metro Nashville and Davidson County, TN	804 (tons)	■	■	■	■	■	■	■	■
2020	Alabama Tornado Clients Served: 3	Calhoun County, AL	228,268	■	■	■	■	■	■	■	■
	Winter Storms Clients Served: 1	Virginia Department of Transportation	471,000	■	■	■	■	■	■	■	■
	California Wildfire Clients Served: 1	CalRecycle Northern Branch*	488,993 (tons)	■	■	■	■	■	■	■	■
		Audubon Society of LA	19,408	■	■	■	■				■
		City of Diamondhead, MS	200,556	■	■	■	■				■
		City of Gulfport, MS	483,147	■	■	■	■				■
		City of Waveland, MS	216,681	■	■	■	■				■
		City of Slidell, LA	340 hangers/hazardous trees	■	■	■	■				■
		Dallas County, AL	222,732	■	■	■	■				■
		Hancock County, MS	64,520	■	■	■	■				■
	Hurricane Zeta Clients Served: 7	City of Youngsville, LA	7,646	■	■	■	■				■
	Hurricane Delta Clients Served: 3										

Year	Disaster	Representative Client(s) *Work in Progress	Size (CYs)	Contract Management	Data Management	Collection Monitoring	Disposal Monitoring	Leaner/Hanger/Stump Removal	Private Property Debris Removal	Marine/Waterway	FEMA Reimbursement
2018	Hurricane Sally Clients Served: 4	St. Martin Parish, LA	30,600	■	■	■	■				■
		Baldwin County, AL	4,425,281	■	■	■	■				■
		City of Pensacola, FL	574,579	■	■	■	■				■
		Okaloosa County, FL	30,794	■	■	■	■				■
	Hurricane Laura Clients Served: 17	Acadia Parish, LA	98,595	■	■	■	■				■
		Calcasieu Parish, LA	6,950,234	■	■	■	■				■
		City of Lake Charles, LA	4,314,878	■	■	■	■				■
		City of Sulphur, LA	838,412	■	■	■	■				■
		Jefferson Davis Parish, LA	140,874	■	■	■	■				■
		Orange County, TX	723,064	■	■	■	■				■
	Hurricane Isaias Clients Served: 6	Town of Holden Beach, NC	2,150	■	■	■	■				■
		Town of Ocean Isle Beach, NC	6,966	■	■	■	■				■
		Town of Oak Island, NC	62,394	■	■	■	■				■
	Hurricane Hanna Total CYs: 327,035 Clients Served: 4	Hidalgo County, TX	187,135	■	■	■	■				■
	South Carolina Severe Storms and Tornadoes Total CYs: 783 Clients Served: 1	Barnwell County, SC	783	■	■	■	■				■
	Tennessee Severe Storms and Tornadoes Total CYs: 1,039,455 Clients Served: 3	City of Chattanooga, TN	322,200	■	■	■	■				■
		Hamilton County, TN	408,305	■	■	■	■				■
		Metro Nashville and Davidson County, TN	308,949	■	■	■	■				■
2019	Tropical Storm Imelda Total CYs: 73,336 Clients Served: 3	Harris County, TX	15,907	■	■	■	■				■
		Jefferson County, TX	57,429	■	■	■	■				■

Year	Disaster	Representative Client(s) *Work in Progress	Size (CYs)	Contract Management	Data Management	Collection Monitoring	Disposal Monitoring	Leaner/Hanger/Stump Removal	Private Property Debris Removal	Marine/Waterway	FEMA Reimbursement
	Hurricane Dorian Total CYs: 63,719 Clients Served: 5	Colleton County, SC	4,272	■	■	■	■				■
		Dorchester County, SC	31,294	■	■	■	■				■
	Louisiana Severe Storms and Tornadoes Total CYs: 30,516 Clients Served: 5	City of Ruston, LA	30,516	■	■	■	■				■
		Lee County, AL	176,780 (and 7,262 Tons)	■	■	■	■				■
2018	Hurricane Michael Total CYs: 10,618,496 Clients Served: 13	Lynn Haven, City of, FL	1,280,400	■	■	■	■				■
		Callaway, City of, FL	1,468,100	■	■	■	■				■
		Parker, City of, FL	548,800	■	■	■	■				■
		Wakulla County, FL	38,085	■	■	■	■				■
		Franklin County, FL	126,087	■	■	■	■				■
		Albany County, GA	363,000	■	■	■	■				■
		Dougherty County, GA	207,000	■	■	■	■				■
	Hurricane Florence Total CYs: 1,365,327 Total Tons: 19,889 Clients Served: 15	New Bern, City of, NC	155,400	■	■	■	■				■
		Craven County, NC	59,800	■	■	■	■				■
		Lenoir County, NC	34,662	■	■	■	■				■
		Fayetteville, City of, NC	134,282	■	■	■	■				■
	Connecticut Tornadoes Total CYs: 193,222 Clients Served: 4	Brookfield, CT New Fairfield, CT	175,442	■	■	■	■				■
2017	California Wildfires (2017-18) Total Tons: 2,278,740	CalRecycle, CA	2,278,740 Tons	■	■	■	■				■

Year	Disaster	Representative Client(s) *Work in Progress	Size (CYs)	Contract Management	Data Management	Collection Monitoring	Disposal Monitoring	Leaner/Hanger/Stump Removal	Private Property Debris Removal	Marine/Waterway	FEMA Reimbursement
	Clients Served: 4 (6 Wildfires)										
	Hurricane Irma Total CYs: 20,113,657 Clients Served: 67	Miami-Dade County, FL	3,558,943	■	■	■	■				■
		Polk County, FL	2,244,330	■	■	■	■				■
		Collier County, FL	4,004,300	■	■	■	■				■
		Miami, City of, FL	540,053	■	■	■	■				■
		Seminole County, FL	824,534	■	■	■	■				■
		Lake County, FL	355,000	■	■	■	■				■
		Brevard County, FL	653,953	■	■	■	■				■
		Pinellas County, FL	380,000	■	■	■	■				■
		Holly Hill, City of, FL	46,876	■	■	■	■				■
		South Daytona, City of, FL	27,908	■	■	■	■				■
	Hurricane Harvey Total CYs: 5,445,225 Clients Served: 31	Corpus Christi, City of, TX	536,074	■	■	■	■				■
		Dickinson, City of, TX	182,354	■	■	■	■				■
		Fort Bend County, TX	338,277	■	■	■	■				■
		Friendswood, City of, TX	135,957	■	■	■	■				■
		Harris County, TX	1,129,652	■	■	■	■				■
		Houston, City of, TX	2,500,000	■	■	■	■				■
		Humble, City of, TX	22,737	■	■	■	■				■
		Katy, City of, TX	24,000	■	■	■	■				■
		League City, City of, TX	116,461	■	■	■	■				■
		Montgomery County, TX	119,572	■	■	■	■				■
	Georgia Tornadoes Total CYs: 920,000 Clients Served: 2	Nassau Bay, City of, TX	6,323	■	■	■	■				■
		Pasadena, City of, TX	30,164	■	■	■	■				■
		Seabrook, City of, TX	1,592	■	■	■	■				■
		Albany County, GA	380,000	■	■	■	■				■
		Dougherty County, GA	540,000	■	■	■	■				■

Our program is designed to maximize federal grant reimbursement.

Over the course of working with hundreds of local and state governments on disaster debris management projects, our team has developed a deep understanding of FEMA, FHWA, NRCS, and other reimbursement and regulatory agencies' policies and procedures. Our efforts allow clients to maintain their focus on continuing daily operations while relying on us to oversee the management of debris removal operations in compliance with programmatic guidelines and procedures. Additionally, we have

REGION IV

The nuances presented in each Region's administration of the FEMA PA program provide their own challenges. We know Region IV's approach to administering FEMA PA and have helped clients successfully navigate it for years.

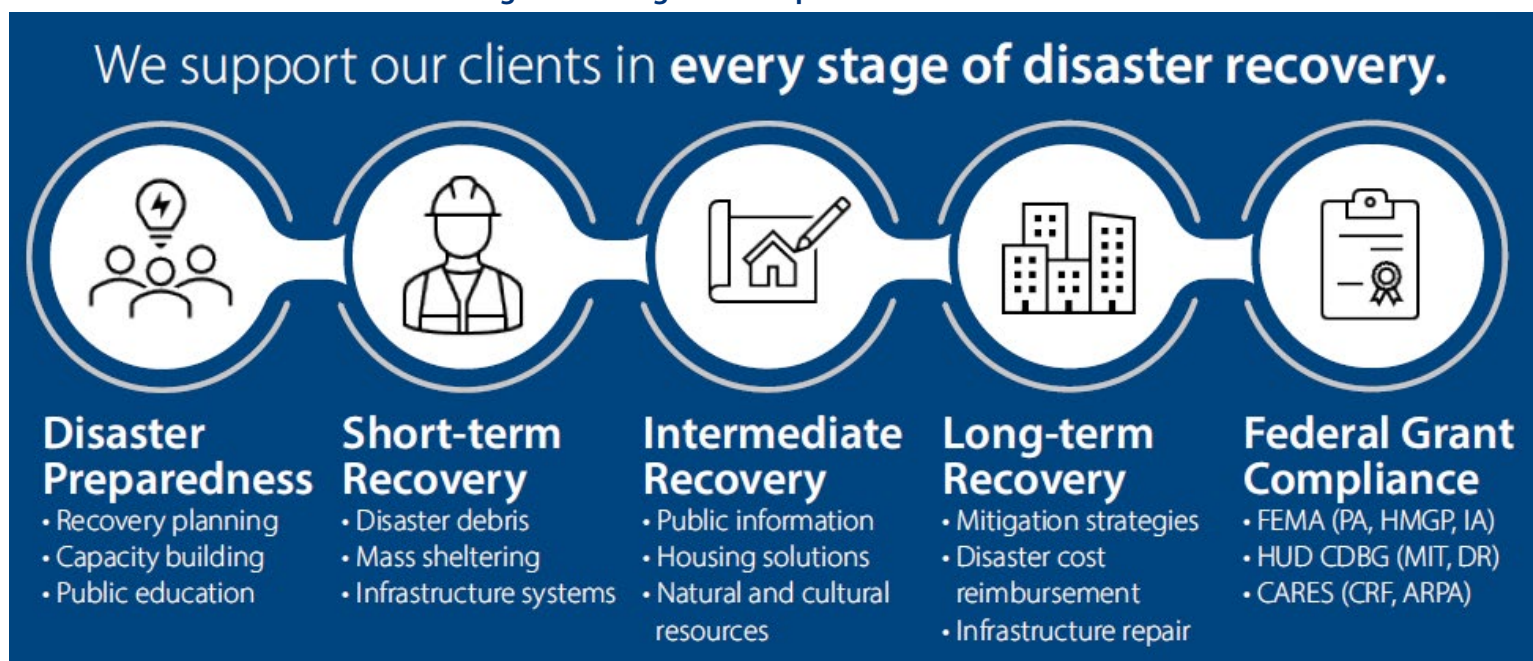
supported clients across the state and have successfully helping our clients navigate the Florida Division of Emergency Management reimbursement and closeout process. Our understanding of requirements for eligibility, documentation, and reimbursement has helped our clients obtain **over \$12 billion in reimbursed costs**.

Our team has direct experience with federal grant programs, including:

- FEMA PA Program (including Section 406 mitigation and Section 428 alternative procedures program)
- FEMA Hazard Mitigation Grant Program (HMGP, Section 404 mitigation)
- FEMA Hazard Mitigation Assistance (HMA)
- FEMA Individual Assistance (IA) Program
- FHWA-Emergency Relief (FHWA-ER) Program
- FHWA Transportation Investment Generating Economic Recovery Grant
- Natural Resources Conservation Service (NRCS) Emergency Watershed Protection
- U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG)
- U.S. Treasury Coronavirus Aid, Relief, and Economic Security (CARES) Act and COVID-related funds

For this engagement, Tetra Tech anticipates that majority of reimbursement will be pursued through the FEMA Programs. Our team holds comprehensive qualifications in working both for and with FEMA. Tetra Tech maintains six current contracts directly supporting FEMA, in addition to our routine work with FEMA as part of state and local projects seeking FEMA reimbursement.

25+ Years of Disaster Grant Program Management Experience



Our team offers experienced disaster management professionals who are adept at helping organizations recover quickly by applying proven methodologies in disaster management. Along with disaster management, we have expertise in insurance claims as well as how Public Assistance (PA), Hazard Mitigation Grant Program (HMGP), insurance, and HUD grants interplay with one another. Our top priority is to facilitate the process, orchestrating a rapid and effective recovery.

Tetra Tech Disaster Recovery is a national leader in the field of disaster management. Our activations have yielded grant program management engagements resulting in **clients garnering and retaining 99.8 percent of the funds received**.

Tetra Tech is able to maximize FEMA disaster debris reimbursement funding for the City based on the following:

- **Procedures Tailored to FEMA:** Our data management and document storage procedures are tailored to facilitate FEMA review and the generation of project worksheet versions throughout the entire project. We incorporate changes or updates to the FEMA PA Program and Policy Guide (PAPPG) into our procedures for field documentation and data management as they

occur. Our software systems, *RecoveryTrac*™ and *RecoveryTrac*™ Grants Management were designed with FEMA programs in mind and were built to interface with FEMA Grants Portal/Grants Manager.

- **Comprehensive Understanding of FEMA Regulations:** Our management team and field staff fully understand FEMA rules and regulations for hand-loaded vehicles; stump, limb, and tree removal at unit rates; volumetric load calls at temporary disposal site locations; and right-of-way (ROW) debris removal eligibility. This allows us to monitor contracts to the smallest detail while concurrently managing and documenting the operation using proven methodologies that maximize FEMA reimbursement.
- **Direct Relationships with FEMA Regional Representatives:** Our team maintains strong relationships with many of the lead federal coordinating officers, debris specialists, Public Assistance (PA) coordinators and officers, and other staff. Regular interface and communication with FEMA at the headquarters, regional, and local levels allow our team to obtain quick responses on disaster-specific guidance and issues. Having been former State and Federal officials, our employees know how to successfully navigate FEMA PA and should issues arise, who to call upon to get quick remedies.
- **Team of Grant Experts to Assist with Funding and Audits:** Our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars for communities. While the best course of action is to avoid audits or appeals, there are sometimes unavoidable disagreements with program administrators. We have a bench of accountants, attorneys, and program experts to draw upon to try and come to a resolution outside of the audit or appeals process, or when all else fails, appeal or arbitrate certain unacceptable decisions.



Our team has worked closely with FEMA and FHWA staff in the determination of debris eligibility, data requirements, project worksheet/detailed damage inspection report development, auditing of documentation, and reimbursement requirements. This includes providing **step-by-step assistance to clients throughout the FEMA reimbursement process.**

"As a **former State Recovery Director in Region IV**, I advise our team, and yours, on the best approach to documentation and presentation of costs in order to maximize your utilization of PA funding."

--Allison McLeary, J.D.,
Senior Management Team

Exhibit 5: Overview of Federal Grant Funding Experience

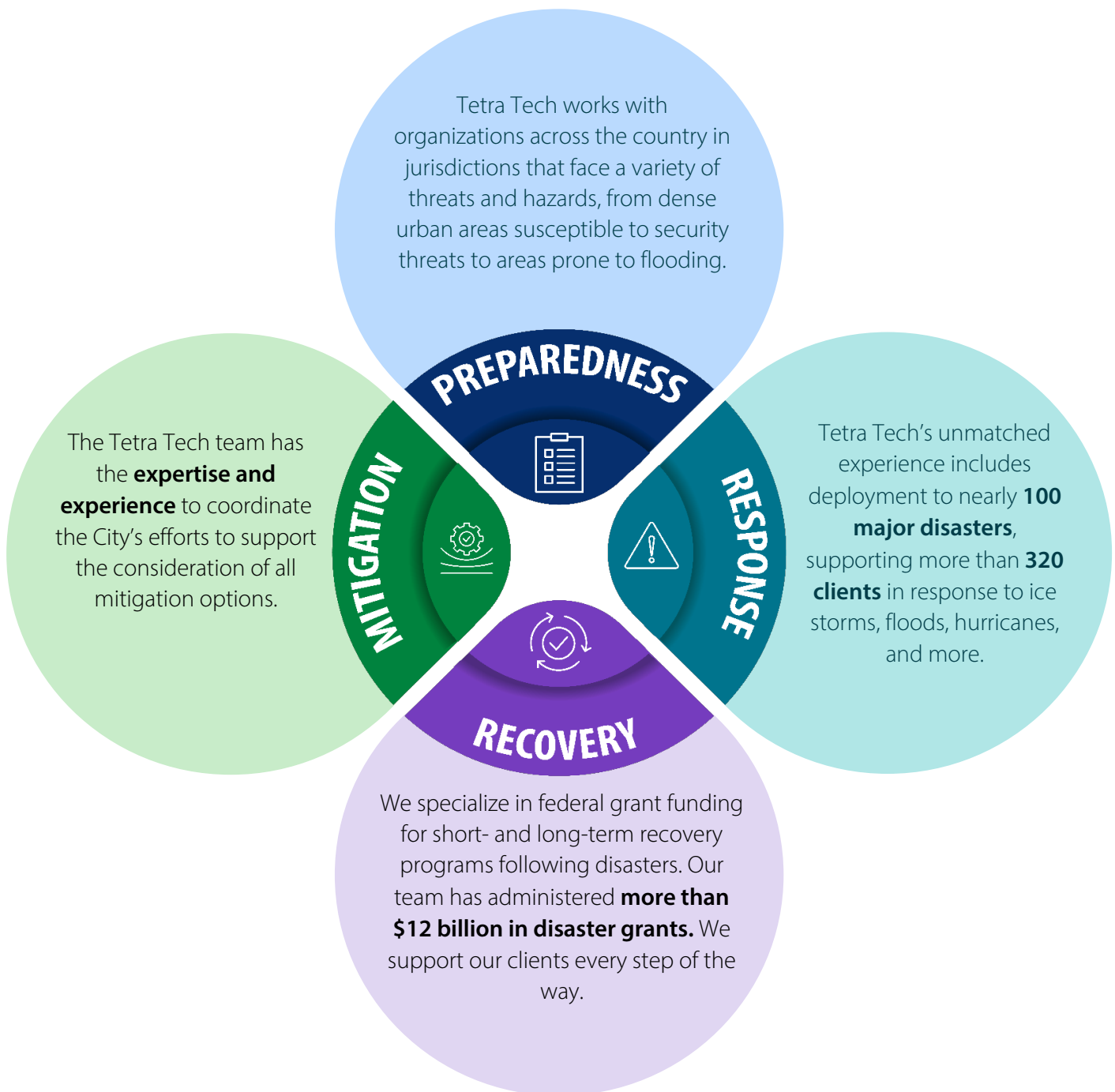
Year	Client	Event	Program	Value (\$)	Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Project Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program Projects	Project Cost Reconciliation	Interim Inspections	Funding Disbursement	Grant Closeout	Audit/Appeals Support
2022	Iowa, State of	CV19	CCS	227,500,000														
2022	Lexington County, SC	DR 4241	CDBG-MIT	15,000,000														
2022	City of Philadelphia, PA	DR 4618	PA	30,000,000														
2022	Richland County, SC	CV19	ERAP	12,500,000														
2021	Texas, State of	CV19	ERAP	1,308,000,000														
2021	Richland County SC	CV19	ERAP	12,500,000														
2021	Broward County, FL	CV19	ERAP	58,965,000														
2021	Charleston County, SC	CV19	ERAP	22,200,000														
2021	Pinellas County, FL	CV19	ERAP	21,400,000														
2021	St. Petersburg, FL	CV19	ERAP	8,000,000														
2021	Leon County, FL	CV19	ERAP	19,600,000														
2021	Mobile County, AL	CV19	ERAP	12,300,000														
2021	Winston-Salem/Forsyth City, NC	CV19	ERAP	11,500,000														
2021	Greenville County, SC	CV19	ERAP	15,800,000														
2021	Orlando, FL	CV19	ERAP	8,600,000														
2021	Lexington County, SC	DR-4241	CDBG-MIT	15,000,000														
2021	Monroe County, FL	DR-4337	CDBG-DR	15,000,000														
2021	Walton County, FL	CV19	COVID PA	131,470														
2021	Frisco, TX	DR 4586	FEMA PA	700,000														
2021	Frisco, TX	CV19	FEMA PA	500,000														
2021	Frisco, TX	CV19	CRF	3,700,000														
2021	Harris County, TX	DR 4586	PA	12,300,000														
2021	Philadelphia, PA	DR 4618	PA	30,000,000														
2021	Ft. Myers, FL	DR 4486	PA, CRF	2,748,000														
2020	Hamilton County, TN	DR-4514 CV19	FEMA PA	1,000,000														
2020	Commonwealth of Massachusetts	DR 4496	FEMA PA	200,000,000														
2020	Harris County, TX	DR 4855	FEMA PA	200,000,000														
2020	Houston, TX	DR 4855	FEMA PA	10,000,000														
2020	Miami, FL	DR-4337	Appeals	17,000,000														
2020	Houston, TX	CV19	CRF	404,000,000														
2020	Philadelphia, PA	CV19	CRF	276,400,000														

Year	Client	Event	Program	Value (\$)	Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Project Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program Projects	Project Cost Reconciliation	Interim Inspections	Funding Disbursement	Grant Closeout	Audit/Appeals Support
2020	Palm Beach County, FL	CV19	CRF	261,000,000							■							
2020	Brevard County, FL	CV19	CRF	105,000,000							■							
2020	U.S. Virgin Islands Housing	DR 4335-VI DR 4340-VI	CDBG-MIT	2,000,000,000						■	■							
2020	LA GOHSEP Vernon-Parish	DR 4559	PA	13,000,000							■	■						
2020	LA GOHSEP Lafayette Delta	DR 4570	PA	14,488,000														
2020	LA GOHSEP Abbeville Laura	DR 4559	PA	376,000							■	■						
2020	LA GOHSEP Lafayette Laura	DR 4559	PA	3,757,000														
2020	LA GOHSEP Abbeville Delta	DR 4570	PA	222,000							■	■						
2020	Houston, TX	DR 4586	PA	10,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2020	Long Beach, CA	DR 4482	PA, CRF	150,753,000						■	■	■		■		■	■	
2020	Iowa Department of Human Services	DR 4482	CRF	7,800,000						■	■	■						
2020	LA GOHSEP SAL	DR 4570, DR 4559	PA	312,600,000	■	■	■	■	■			■						
2020	LA GOHSEP COVID19 TO 8.2	DR 4484	PA	87,048,000							■							
2020	CR-Mass COVID-19 WO3/05	DR 4496	PA	75,000,000			■	■		■	■	■		■				
2020	State of Connecticut	DR 4500	PA	450,000,000						■	■	■		■		■	■	
2020	Philadelphia, PA	DR 4506	PA, CRF, HMGP	375,000,000					■	■	■	■		■		■	■	
2020	Dunedin, FL	DR 4486	PA	38,000	■	■	■	■	■	■	■	■		■				
2020	Harris County, TX	DR 4485	PA, CRF	200,000,000 426,000,000	■	■	■	■	■	■	■	■		■				
2020	Houston, TX		CRF	404,000,000										■			■	
2020	Houston, TX	DR 4332	PA	575,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2019	Harris County, TX	DR 4332	CDBG	1,200,000,000					■	■				■	■	■		
2019	Missouri, State of	DR 4451	PA	2,947,200							■			■		■	■	
2019	Missouri, State of	DR 4435	PA	5,664,229							■			■		■	■	
2019	Commonwealth of Puerto Rico	DR 4339	PA, HMGP	60,000,000,000	■	■	■	■	■	■	■	■	■	■				
2019	Barnwell County, SC	DR 4479	HMGP	4,800,000														
2018	State of Florida DEO	DR 4337	CDBG-DR	616,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2018	Callaway, FL	DR 4399	PA	50,000,000	■	■	■	■	■	■	■	■	■	■				
2018	Lynn Haven, FL	DR 4399	PA	50,000,000	■	■	■	■	■	■	■	■	■	■				
2018	Dougherty County, GA	DR 4400	PA	10,000,000	■	■												

Year	Client	Event	Program	Value (\$)	Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Project Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program Projects	Project Cost Reconciliation	Interim Inspections	Funding Disbursement	Grant Closeout	Audit/Appeals Support
2018	Albany, GA	DR 4400	PA	10,000,000	■	■												
2018	Ventura County, CA	DR 4353	PA	100,000,000						■	■	■		■				
2018	Callaway, FL	DR 4399	PA	27,098,000	■	■	■	■	■	■	■	■	■	■		■	■	
2018	Lynn Haven, FL	DR 4399	PA	54,810,000	■	■	■	■	■	■	■	■	■	■		■	■	
2018	Albany, GA	DR 4400	PA	17,773,000	■	■	■	■	■	■	■	■				■	■	
2018	Anchorage, AK	DR 4413	PA	11,936,000					■	■	■	■	■	■		■	■	
2018	Lake County, CA	DR 5262	PA	21,531,000							■							
2018	Ventura County, CA	DR 4407	PA	76,755,681							■							
2018	Lake County, CA	DR 4399	PA	1,990,433,000							■							
2018	Walton County, TX		FMA	1,500,000							■							
2018	Houston, TX	DR 4485	PA	12,500,000	■	■	■	■	■	■	■	■		■			■	
2017	State of Louisiana OCD	DR 4277	CDBG-DR	1,600,000,000	■				■						■			
2017	Houston, TX	DR 4332	PA	2,400,000,000	■	■	■	■	■	■	■	■	■	■				
2017	South Daytona, FL	DR 4337	PA	6,000,000			■	■	■	■	■	■	■	■				
2017	Fort Bend County, TX	DR 4332	PA	50,000,000	■	■	■	■	■	■	■	■	■	■				
2017	Albany, GA	DR 4294	PA	14,000,000	■	■	■	■	■	■	■	■	■	■				
		DR 4297																
2017	Dougherty County, GA	DR 4297	PA	12,500,000	■	■	■	■	■	■	■	■	■	■				
2017	Port of Corpus Christi, TX	DR 4332	PA	10,000,000					■	■	■	■	■	■	■	■	■	
2017	Butte County, CA	DR 4407	PA	1,500,000,000							■							

Turnkey Services Across the Disaster Lifecycle

As an experienced leader in the emergency management industry, Tetra Tech knows what it takes to respond effectively and to initiate recovery activities almost simultaneously, while maintaining transparency for the public and elected officials. The Tetra Tech team are better planners because of active involvement in response and recovery efforts and are better first responders because involvement in pre-planning and preparedness exercises.



Preparedness

With dozens of in-house emergency management planners and subject matter experts, Tetra Tech has the depth, experience, and track record to support the nation's largest and most demanding clients. While proud of the diversity, complexity, and effectiveness of our plans and projects, our team covets the strength of our long-term client relationships, which have resulted in **80% of our work coming from repeat business**. This remarkable statistic highlights our value and motivates us to outperform expectations and set the benchmark for excellence.

In addition to a long history of supporting the federal government, military, and private sector, Tetra Tech stands out as the largest provider in the nation of emergency management services to state and local clients. This footprint provides exposure to best practices and lessons learned from the largest metro areas and urban centers, translating into innovative plans and preparedness/mitigation activities tailored to our client's needs.

Tetra Tech has provided emergency management preparedness services to complex states and the largest and highest threat urban areas in the country. An illustrative sample of our largest metro clients includes:

- State of Pennsylvania
- State of New Jersey
- State of New York
- State of Delaware
- State of California
- State of Mississippi
- State of Vermont
- State of North Carolina
- State of Connecticut
- State of Rhode Island
- State of Ohio
- State of Missouri
- State of Iowa
- State of Illinois
- Philadelphia
- Pittsburgh (Region 13)
- Harrisburg (Dauphin County)
- Houston
- New York City
- National Capital Region
- Los Angeles
- Chicago
- Atlanta
- Jersey City/Newark
- Boston
- Minneapolis
- San Francisco Bay



Preparedness Planning

Tetra Tech has assembled a team that features emergency management and homeland security experts with decades of real-world experience who have implemented all types of preparedness planning elements. Our team is experienced in developing all three tiers of CPG 101 plans:

- **Strategic Planning:** Describe how a jurisdiction wants to meet its emergency management or homeland security responsibilities over the long term. These plans are driven by policy from senior officials and establish program goals and objectives.
- **Operational Planning:** Provide a description of roles and responsibilities, tasks, integration, and actions required of a jurisdiction or its departments and agencies during emergencies.
- **Tactical Planning:** Break down bigger-picture goals and strategies into narrower, actionable tasks. Tactical plans are steps for implementing strategic and operational goals (for example, incident scenes or emergency operation center [EOC] standard operating procedures [SOPs] and checklists).



Graphic Source: CPG 101

In recent years, Tetra Tech has completed a wide range of actionable planning products in the following functional areas:

- Commodity Points of Distribution (C-POD)
- Comprehensive Emergency Management
- Community Rating System (CRS)
- Continuity of Government
- Continuity of Operations
- Debris Management
- Departmental Emergency Response
- Emergency Operations Center
- Emergency Operations
- Emergency Support Functions
- Evacuation Plan
- Family Assistance and Reunification
- Hazard Mitigation
- Logistics and Resource Management Plans
- Mass Care/Surge Capacity
- Medical Dispensing
- Pre-Disaster Recovery
- Reception Processing
- Regional Catastrophic
- Resilience
- Sheltering
- Standard Operating Procedures
- Threat and Hazard Identification Risk Assessments
- Threat/Hazard-Specific Plan
- Volunteer Management

Response

Tetra Tech Disaster Recovery is a national leader in the field of disaster management. Our team offers deep understanding of FEMA, FHWA, and other regulatory agencies' policies and procedures. We have worked closely with these agencies, recipients, and subrecipients on billions of dollars' worth of projects to determine project eligibility and to provide technical assistance, detailed damage inspection reports, cost estimates, validation and testing, audit documentation, and process reimbursements. Our team also maintains strong relationships with many of the lead federal officers, state agency leadership, local governments, and other staff.

Our team has provided disaster management, recovery, and consulting services to hundreds of state and local government agencies since 2001. These services have included environmental permitting; monitoring of debris collection, hazardous tree programs, debris management sites (DMS), and specialized debris missions; fire damage restoration; contractor invoice reconciliation; and federal grant reimbursement support.



Emergency Operations Center (EOC) Staff Augmentation

Tetra Tech stands ready to serve as a force multiplier for the Division's staff in the event of an emergency, disaster, or pre-planned special event by providing appropriate staff augmentation services as well as administrative support to the state and/or regional or local emergency operations centers (EOC). Tetra Tech's cadre of trained, credentialed, and experienced emergency management professionals have real-world experience in almost every EOC position from executive leadership to administrative support. Many of our team members have served on Incident Management Teams (IMTs) or are former state and federal executive leaders who can provide proven expertise gained via real-world disaster response and recovery experience to serve in operational, advisory, liaison, and advocacy roles.

Recently, our team provided staff and EOC augmentation support to Arlington County, VA; City of Baltimore, State of Colorado, State of Illinois and the State of Missouri to support COVID-19 management and vaccine operations, to Harris County, TX after Winter Storm Uri; to Hillsborough County after Hurricane Michael and Dorian and to the State of Florida after Hurricane Ian.

As a national leader in disaster response, having served over **300 state and local government clients in response to nearly 100 declared presidential disasters**, our staff has the experience to begin operations in multiple EOC roles. Tetra Tech maintains a cadre of members dedicated to responding to our standby clients.

Our work includes rapidly deploying professionals to support EOCs, logistic staging areas (LSA), FEMA's Joint Operations Centers (JOC), or Forward Operating Bases (FOB). During response operations, Tetra Tech fulfills command and general staff positions or direct support to the mission. We routinely support the following activities:

- Incident Action Plan (IAP) and Situation Report (SitRep) development
- Geographic Information System (GIS) Dashboard preparation
- Resource management and disaster logistics
- Finance/Administration Section support
- Emergency Support Function (ESF) coordination
- Vaccine and testing center management, logistics, and administrative support
- Joint information system/center support

Our staffing mixture of local, regional, and national geographically based individuals ensures a quick response on a continual basis without the risk of having all our available personnel in the affected impacted area. All emergency management staff proposed to support EOC operations have earned Incident Command System (ICS) certifications, including ICS 300 and 400, and have direct EOC management and operations experience.

As a result of our involvement in most major response efforts occurring in the United States within the past decade, we have a deep understanding of how to manage a large-scale response and the components of an effective recovery.

Our subject matter experts have been deployed to natural and human-caused disasters across the United States in support of our local, state, and federal clients. Whether it was serving as part of a hurricane team in a client's EOC, conducting damage assessments in the field, or managing security or points of dispensing sites, our team is battle-tested under the most taxing of disaster circumstances.

Tetra Tech understands that running an EOC requires ample resources coupled with established relationships and an understanding of local, regional, and state nuances. Tetra Tech is prepared to be flexible in the support provided in an EOC environment. While Tetra Tech team members are fully capable of staffing executive leadership positions, we understand that contractors are sometimes best utilized in roles supporting existing agency/department staff to help build internal capacity.

The Tetra Tech Advantage

In an EOC environment, where teamwork and established relationships are critical, Tetra Tech can offer our clients a cadre of existing team members who have experience working together as a cohesive unit to support our clients. Additionally, we prioritize providing staff who already have established relationships with clients and their stakeholders in times of crisis to allow for maximum integration into the client's EOC structure and process.

Debris Management

Over the course of working with hundreds of local and state governments on disaster debris management projects, our team has developed a deep understanding of FEMA, FHWA, NRCS, and other reimbursement and regulatory agencies' policies and procedures. Our efforts allow clients to maintain their focus on continuing daily operations while relying on us to oversee the management of debris removal operations in compliance with programmatic guidelines and procedures.

Our team has worked closely with FEMA and FHWA staff in the determination of debris eligibility, data requirements, project worksheet/detailed damage inspection report development, auditing of documentation, and reimbursement requirements. This includes providing **step-by-step assistance to clients throughout the FEMA reimbursement process for disaster debris**. Tetra Tech has an in depth understanding and knowledge of all aspects of disaster debris management plans (DDMPs). Our team of experts has helped **more than 100 local governments** across the country develop DDMPs, conduct debris management site assessments, conduct debris management training, as well as other aspects of emergency management planning, response, and recovery.

In total, our team has successfully managed the removal of and reimbursement for over **172 million cubic yards (CYs) of debris as well as the demolition of over 22,000 uninhabitable residential and commercial structures**. Our team is a

national leader in providing management and support documentation for all facets of the debris removal monitoring industry, including special disaster recovery program management services.

Recovery

Tetra Tech's team of grant administration and disaster recovery management services was established to provide grant funding consultation before and after a disaster. With a keen understanding of Office of Management and Budget (OMB) regulations, this team seeks to establish accounting systems and internal controls for its clients to minimize the instance of fraud, waste, abuse, and mismanagement of grant funds.

We offer a staff of experts, with advanced degrees in business, administration, economics, and finance, as well as hands-on experience in the field. Funding sources include the FEMA Public Assistance (PA) Program, Individual Assistance (IA) Program, Hazard Mitigation Grant Program (HMGP), U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG), U.S. Department of Agriculture (USDA) NRCS; and many others. We guide our clients through the complexities of program procedures and requirements, which often are not consistently interpreted by local, state, and federal government agencies.



FEMA Programs

Tetra Tech's FEMA reimbursement technical assistance consulting services involve providing guidance and technical assistance for project applications and programs for disaster reimbursement related to response and recovery efforts on behalf of our clients. Tetra Tech has far-reaching experience in assisting clients in post-disaster grant application, administration, program management, and project delivery, including direct experience with funding Categories A-G of the FEMA PA Program.

Our team has extensive experience assisting local and state governments with navigating this process and works with officials to properly manage and document work that is eligible for federal funding through FEMA programs. Our experience supporting clients with FEMA programs includes:

- FEMA PA Program
- Section 406 mitigation and Section 428 alternative procedures program
- FEMA Hazard Mitigation Grant Program (HMGP)
- Section 404 mitigation
- FEMA Individual Assistance (IA) Program
- FEMA Flood Mitigation Assistance Program (FMA)

Tetra Tech's grant administrators document eligible work in the field and organize such documentation in an audit-ready format for future review. This includes guidance requiring that grantees or subgrantees monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future. This includes Section 3, Fair Housing, 2 CFR 200, and other Federal grant requirements.

Tetra Tech has supported clients in processing FEMA PA grant funding across all categories of work, including:

Category A	Category B	Category C	Category D	Category E	Category F	Category G
						
Debris Removal	Emergency Protective Measures	Roads and Bridges	Water Control Facilities	Public Buildings and Contents	Public Utilities	Parks, Recreational, and Other Facilities
Emergency Work		Permanent Work				

Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG)

Tetra Tech has experience with HUD CDBG-DR grant programs at every level, including program design, implementation, monitoring, and closeout. We have worked with a diverse range of clients, including Harris County, Texas; Richland County, South Carolina; St. John's County, Florida; the Commonwealth of Puerto Rico; Lexington County, South Carolina; the City of Houston, Texas; and more. We also have experience working with the HUD CDBG-MIT and CDBG-CV grant programs.

Tetra Tech provides knowledge, experience, and technical competence in the planning, administration, and implementation of eligible CDBG activities as identified at 24 CFR 570 and modified or waived under the Federal Register allocation of the CDBG funds. Our team members have decades of experience working within HUD's CDBG program eligibility framework and have successfully leveraged public funds for our clients. We work with jurisdictions to complete applications and identify, evaluate, and prioritize recovery projects, ensuring eligibility with federal funding programs. The Tetra Tech team has worked with dozens of communities across the nation to ensure that recovery planning efforts are launched and implemented with long-term sustainability, risk reduction and elimination, and community economic and safety resiliency in mind.

From Hurricane Sandy to Hurricane Harvey, along with countless other disasters across the U.S. and territories, our team of experts has supported recovery efforts across the country.

Coronavirus-related Grants

Sweeping programs and new legislation aided in the response and recovery from the COVID-19 pandemic, such as the Coronavirus Relief Fund (CRF), American Rescue Plan Act (ARPA), Local Fiscal Recovery Fund (ARPA-LFRF), HUD Community Development Block Grant (CDBG)-CV, and FEMA Public Assistance (PA). We deeply understand the funding requirements and capabilities of the range of these COVID-19 grant programs, many of which are now in the final stages of implementation and closeout. This allows us to make recommendations to the City on how to leverage the maximum potential of different federal funding sources to achieve the recovery goals of the community.

Since the start of the COVID-19 pandemic, we have assisted our clients with managing billions of dollars in COVID-related funds to support recovery across a variety of federal funding programs. We are seasoned experts in designing and implementing programs in compliance with U.S. Treasury, FEMA, U.S. Health and Human Services, and HUD COVID-related program requirements, even as these emerging and fast-paced assistance programs have evolved.

Our team can provide assistance with the following COVID-19 related programs:

- HUD CDBG-CV
- Coronavirus Preparedness and Response Supplemental Appropriation
- Families First Coronavirus Response Act
- Paycheck Protection Program and Health Care Enhancement Act
- Coronavirus Aid, Relief, and Economic Security (CARES) Act
- Consolidated Appropriations Act, 2021
- American Rescue Plan Act (ARPA)
- Coronavirus Relief Fund (CRF)
- U.S Treasury Emergency Rental Assistance (ERA)
- Emergency Management Grant Program Supplemental (EMPG)
- U.S. Health and Human Services (HHS)
- Center for Disease Control (CDC)
- Other programs, as they become available

Federal Highway Administration / Federal Transit Administration Support

Our team of trained professionals will assist the City in:

- Preparing FHWA/FTA grant applications and amendments, as needed
- Assisting with FHWA and FTA project management and administration activities
- Responding to documentation requirements required as part of FHWA and FTA grants
- Reconciling project/scopes as changes occur through the course of the projects' planning and implementation
- Providing guidance in the use of the FHWA and FTA grant systems, their management requirements, and insurance allocations

Tetra Tech is ready to assist the City in addressing these FHWA and FTA documentation and grant management requirements including, but not limited to:

- Disaster Assessment Reports (DAR)
- Applicant Responsibility Checklists
- Field Reviews
- Damage Survey Reports (DSR)
- NEPA Documentation Reviews
- Cost Estimates
- Mobile Solution for Assessment and Reporting (MSAR)
- Detailed Damage Inspection Reports (DDIR)
- Force Account Labor, Equipment, and Materials
- Contract Documentation
- Time Extensions
- Closeout

In addition to normal documentation requirements associated with annually funded FHWA and FTA grant projects, FHWA or FTA may also request more frequent submissions of federal financial reports and milestone progress reports for projects funded as part of FTA's Emergency Relief grant program under MAP-21, FHWA-ER program, and FHWA-ER for Federally Owned Roads (ERFO).

FHWA and FTA may also institute drawdown limitations or advance notification requirements on drawdowns over a certain amount or other requirements as determined by FHWA/FTA. As such, the FHWA/FTA funded projects managed by the City, although typically a small part of the overall pool of projects, have specific documentation requirements separate and apart from those associated with the FEMA grant programs, and in certain cases, these documentation requirements may be more frequent than normal FHWA/FTA grants with the potential for additional stipulations on when these grants funds can be drawn down.

Our team has performed **100+ 2 CFR 200 contract eligibility reviews.**

Our team knows the ins and outs of grant management, having worked for Grantees like Florida, Louisiana, Connecticut, Vermont, Puerto Rico, Massachusetts, and Texas.

Mitigation

Hazard mitigation is an essential tool to break the cycle of damage due to disasters. Tetra Tech is a leader in assisting states and municipalities in hazard mitigation planning and program execution. As the recovery to a disaster begins or preparations are made prior to a future disaster, it is critical that all operations consider available hazard mitigation opportunities. The Tetra Tech team has the expertise and experience to coordinate the Division's efforts to support the consideration of all mitigation options. Tetra Tech provides the following services:

- Mitigation Program Administration
- Mitigation Planning and Hazard Assessment
- Section 404 and 406 Mitigation Integration
- Hazard Mitigation Assistance Program Application and Implementation (HMGP, FMA, and PDM)

Tetra Tech has a multidisciplinary team of toxicologists, chemists, ecologists, biologists, geologists, modelers, data managers, and environmental scientists that provide environmental risk expertise to the public and private sectors. Many of our scientists have graduate-level degrees and contribute to the scientific community by publishing in peer-reviewed journals and participating in presentations at national conferences of technical and professional organizations.



FEMA 404 Hazard Mitigation Grant Program (HMGP)

Subrecipients participating in the FEMA PA Program can access Section 406 Mitigation funds during the development of PWs for damaged public facilities. The Section 406 program is designed to enhance the facility's ability to perform against future disasters, thus protecting it from repetitive loss. By maximizing Section 406 Mitigation opportunities, the City can reserve more finite funding sources such as HMGP or CDBG-DR to satisfy other unmet needs. Increasing the use of Section 406 Mitigation funds will also add to the total amount of PA funds, thereby increasing the HMGP funds made available.

Currently, Tetra Tech is assisting communities in California, Idaho, North Carolina, New Jersey, Ohio, Oregon, Washington, South Carolina, Florida, and Texas, including the City of Houston, with HMGP and FMA grants.

Tetra Tech has unmatched depth in the areas of Benefit Cost Analysis (BCA) on 406 and 404 mitigation projects. Our team is experienced in utilizing social and economic benefits to increase BCA ratios when handling some of the most complex projects and developing LOIs to maximize use of this funding.

Tetra Tech's HMGP experience includes clients at every scale, including:

- State of Connecticut
- State of Idaho | Office of Emergency Management
- New Jersey Office of Emergency Management | FMA and HMGP technical support
- Montgomery County | TX/SRL Elevations 2016
- Fort Bend County, TX | HMGP Buyouts & Elevations 2016
- City of Roseville, CA
- Barnwell School Board, SC | Hurricane Safe Room
- Manheim Borough, PA | Flood project; BRIC FY2021; HMGP (DR-4506)
- Brandywine Conservancy and Museum of Art, PA; Elevations of Historic Structures | HMGP (DR-4618)
- Pasco County, FL | DR-4068
- Dougherty County, GA | DR-4284
- Gwinnett County, GA | DR-1858
- Clark Energy Co-op, KY | DR-4284
- City of Charleston, SC | DR-1858
- City of Charleston, SC | DR-4241
- City of Sumter, SC | DR-4286
- Lexington County, SC | DR-4241
- Richland County, SC | DR-4241
- City of Houston

Did You Know?

Our team has successfully worked with the City of Houston on the Flood Mitigation Assistance (FMA) grant over the last two years alone to obtain \$38.9M in federal funding for Home Elevation grants. This unprecedented commitment by the City and the Tetra Tech team will contribute to over 100 homeowners in the floodplain to elevate their homes out of harm's way.

Additionally, over the past 4+ years we've assessed drainage issues associated with the City's drainage system and have reviewed hundreds of Capital Improvement Plan (CIP) projects for funding eligibility.

- City of Houston, TX | Action Plan 2015
- City of Houston, TX | Unmet Needs Analysis
- Richland County, SC | HMGP Buyouts 2015
- State of Connecticut | HMGP Closeouts
- Walton County, FL | FMA Application and Elevations 2015 - 2022
- Wayne County, OH | HMGP Acquisitions
- Rochelle Park NJ | Elevations; FMA 2021
- Ocean City NJ | Elevations Grant Management
- Whatcom County, WA | HMGP Elevations & Acquisitions 2022
- Gwinnett, GA | HMGP Buyouts
- Virginia Beach, VA 2014
- King County, WA | On-call
- Snoqualmie, WA | On-call
- City of Houston
- Galveston County | DR-1791
- Galveston County | DR-1791
- Montgomery County, TX | DR-4269
- Port of Galveston, TX | DR-1791
- City of Callaway, FL | DR-4399
- City of Lynn Haven, FL | DR-4399
- City of Daytona Beach, FL | DR-1840

Additionally, as updates and adjustments to HMGP policies are made, such as the Hazard Mitigation Grant Program Management Costs (Interim) Policy and the replacement of the Pre-Disaster Mitigation program with the BRIC program, Tetra Tech will develop info sheets and conduct briefings with the City staff to highlight and crosswalk policy changes and implications for new or ongoing HMGP projects. Furthermore, Tetra Tech's subject matter experts have decades of policy experience and have applied novel remedies, methods, and approaches to enable solution sets and common ground to develop between applicants, FEMA, and Grantees to resolve roadblocks and facilitate issue resolution and project progress.

Resilient Community Planning Program Support

Our team has been leading the industry in climate change, mitigation and resilience planning. For over 30 years, Tetra Tech has been at the leading edge of climate change analysis, from the conduct of scientific and policy assessments to performing services to develop and implement effective adaptation and mitigation solutions. We have worked at the regional, national, municipal, and local levels to develop site-specific analyses and strategic recommendations to improve the resiliency of communities and programs.

We developed first-generation climate change models, including the Global Carbon Cycling Model, and have supported flagship climate change pilot projects for several U.S. agencies, multilateral institutions, and national and state governments. Tetra Tech supports our clients in applying and streamlining the methodologies and implementing best practices from these projects. Tetra Tech has leveraged its tradition in engineering and environmental science to build a suite of tools and capabilities to help local and state jurisdictions address an uncertain future through climate change adaptation and resilience planning.

Tetra Tech is composed of an accomplished team of experts with demonstrated experience in vulnerability and risk assessments; mitigation and resilience planning; and adaptation planning. Our team provides the highest level of service in support of planning activities and financial management for implementation of projects that address future conditions that threaten the life safety and economy of citizens.

Tetra Tech has supported clients in the Northeast with developing resilience and climate change adaptation plans including:

- Greater Muncy Area, PA; Resilience Plan (This effort saw Tetra Tech awarded FEMA's first ever national Excellence in Mitigation Innovation Award)
- Rebuild by Design; Living with the Bay Resilience Plan
- New York State Housing Trust Fund Corporation; New York Rising Community Reconstruction Program

- **Our team combines local knowledge with global climate expertise.** We have assembled nationally recognized experts in their field to manage and serve as technical leads and advisors to contribute to this project.
- **We bring lessons learned from decades of hazard mitigation** and community planning to build and integrate climate adaptation options and increase the resiliency of critical infrastructure and communities.
- **Our track record of successful public engagement to inspire ownership** and implementation of focused community reconstruction and resiliency plans that supports a comprehensive and inclusive approach to this planning process.

Tetra Tech has led or been engaged with **4 of the 10 projects from Rebuild by Design**, a HUD program to rebuild the Sandy-impacted area and rebuild with science-driven approaches to long-term resilience. Similarly, our team members have led

multiple efforts from HUD's National Disaster Resilience Competition. We have worked with multiple cities on their resilience strategies through the **100 Resilient Cities Program**.

Our team not only provides the City access to experienced emergency management and hazard mitigation planners, but also a cadre of resilience and climate adaptation planners and specialists who consider the whole community and develop actionable projects and plans to increase long-term resiliency.

3. Experience with Special Disaster Recovery Program Management Services

Our team is a national leader in providing management and support documentation for all facets of the debris removal monitoring industry, including special disaster recovery program management services.

Exhibit 5: Disaster Recovery and Special Program Management Capabilities

Disaster Recovery Program Management	
Emergency road clearance	Final debris disposal at a landfill or other end use
Curbside debris collection	Conflict and damage resolution
Operation of citizen drop-off sites	Truck certification
Data management and invoice reconciliation	Right-of-entry administration
Oversight of debris management sites	
Special Programs Management	
Animal carcass removal and disposal	Marine and waterway debris removal
Asbestos abatement	Private property demolition and debris removal
Beach remediation and restoration	Nuisance abatement ordinance administration
Construction and demolition debris removal	Saltwater killed tree removal
Creosote piling removal	Sediment dredging and removal
Drainage and canal debris removal	Subsurface storm drain debris removal
E-waste debris removal	Vessel and vehicle recovery
Hazardous waste debris removal	Wetland and parkland debris
Hazardous tree and stump removal	White goods and putrescent waste removal

Private Property/Right-of-Entry Debris Removal

Our team has administered many of the largest private property debris removal (PPDR) programs in U.S. history. Tetra Tech assists communities with ensuring they have the legal authority via local and state ordinances to enter onto private property. We also assist with preparing submittal packages for FEMA to approve the program, promoting the Right-of-Entry (ROE) program with residents, and ensuring the program is properly documented. Included below is a representative sample of our PPDR projects.

Coastal Restoration

65

PRIVATE PROPERTY DEBRIS REMOVAL PROJECTS MANAGED



SCOPE TASKS

- Application Administration
- Data Management
- Debris Removal Monitoring
- Demolition Program Management
- Historical/Environmental Review
- Individual Property Debris Tracking
- Property Close Out
- Property Survey
- Public Advertisement
- Reduction/Disposal Monitoring
- Scheduling

Surfside Condo Collapse (2021) 1 client
Wildfires (2021) 15 clients
Hurricane Laura (2020) 1 client
North Branch Wildfires (2020) 9 clients
Hurricane Michael (2018) 2 clients
Hurricane Florence (2018) 1 client
Hurricane Michael (2018) 3 clients
Camp Wildfire (2018) 1 client
Mendocino-Complex Fire (2018) 1 client
Carr Wildfire (2018) 1 client
Severe Storms/Tornadoes (2017) 1 client
Hurricane Harvey (2017) 2 clients
NorCal Wildfires (2017) 4 clients
Thomas Wildfire (2017) 1 client
Detwiler Wildfire (2017) 1 client
Helena Wildfire (2017) 1 client
Flooding & Severe Storms (2016) 1 client

Flooding (2016) 1 client
Erskine Wildfire (2016) 1 client
Clayton Wildfire (2016) 1 client
Butte Wildfire (2015) 1 client
Valley Wildfire (2015) 1 client
Flooding (2014) 1 client
Flooding (2013) 1 client
Hurricane Sandy (2012) 1 client
Hurricane Isaac (2012) 1 client
Wildfires (2011) 1 client
Ice Storm (2009) 1 client
Flooding (2008) 2 clients
Hurricane Ike (2008) 2 clients
Hurricane Gustav (2008) 1 client
Hurricane Katrina (2005) 2 clients
Hurricane Wilma (2005) 1 client

Critical to the recovery of any coastal community following a disaster is the remediation of its beaches. Tetra Tech scientists and engineers work in partnership to provide a balanced approach to coastal engineering projects. The living shoreline design approach helps our clients reduce erosion and restore habitat while creating more resilient coastlines ready to adapt to sea level rise and storm risks. We work in a variety of geographic areas across the eastern and western coastlines of the US and throughout the Caribbean. Tetra Tech is a leader in providing clear solutions for coastal restoration and protection within sustainable natural and socioeconomic frameworks. Our clients seek us out for our project planning, design, engineering, permitting, and construction oversight services expertise. We are adept at formulating the appropriate solution, tailored to the specific and unique characteristics of each project site.

Following Hurricane Katrina and the Deep Water Horizon oil spill, millions of federal grant dollars were made available to the Louisiana and Mississippi Gulf Coast for post-event restoration projects. Tetra Tech understands how important those funds are to an economy that is recovering from disasters. Tetra Tech is prepared to assist in evaluating damages, working with FEMA and Florida Department of Environmental Protection to determine eligibility, and overseeing recovery efforts on the City's beaches. If tasked, Tetra Tech will employ proven displaced sand removal and beach remediation protocols to create a program in an effort to reopen the beaches as soon as possible and minimize the impact that a beach closure could have on the City's economy. Tetra Tech has assisted St. Johns County, FL; Escambia County (Pensacola Beach/Perdido Key), FL; and Harrison County, MS with coastal restoration services.

Waterways Debris Removal

Our team has worked extensively with local, state, and federal agencies (including the United States Army Corps of Engineers [USACE] and the National Oceanic and Atmospheric Administration) to determine legal responsibility and to evaluate and implement marine debris removal programs. We will help the City legal staff rapidly determine legal responsibility for waterway debris removal, verify scope eligibility, and document the work in a fashion deemed appropriate by reimbursement agencies. Our team has performed waterways debris removal and related services to communities across the country, including the following projects:

- **Waterway debris removal** efforts on behalf of the New Jersey Department of Environmental Protection (NJDEP) following Hurricane Sandy; FDEP following Hurricanes Matthew and Irma; and the City of Cape Coral, Lee County, Brevard County, Monroe County, and Collier County following Hurricane Irma
- **Inland waterway debris removal** assignments for the Galveston City Municipal Utility District #12, Jefferson County Drainage District #7, the Trinity Bay Conservation District, and the Harris County Flood Control District following Hurricane Ike
- **Removal of derelict vessels and traps from waterways** for Monroe County, Florida (the Florida Keys) following Hurricanes Katrina, Gustav, Ike, and Wilma

Spotlight On: Water Capabilities

Tetra Tech is a recognized **leader in water and environmental management** with experience ranging from inlet and coastal projects to dredging and offshore work. We have specialized coastal resiliency personnel focused on flood reduction, nature-based design, and adaptive planning.

Tetra Tech employs more than...

100 Environmental
Scientists/Biologists

70 Water Resources/
Civil Engineers

Vessel and Vehicle Recovery

Tetra Tech is able to assist the City in documenting the locations and quantities of vessel and vehicle debris in the City and presenting a case to FEMA to approve and fund the program. The City must first show that they have a legal responsibility to remove the debris and that the debris is not the responsibility of another state or federal agency such as the USACE or the NRCS. Vessel and vehicle debris on private land may present unique ingress/egress challenges and require ROE agreements for access.

Tetra Tech has monitored vessel recovery for several clients, including:

- **NJDEP** – Hurricane Sandy | 80 vessels
- **Escambia County, FL and Monroe County, FL (Florida Keys)** – Hurricane Wilma | 450 vessels
- **Beaufort County, SC** - Hurricane Matthew | 50+ vessels
- **FDEP** - Hurricanes Matthew, Michael, and Irma | 64 vessels
- **Miami-Dade County** - Surfside Condo Collapse | 100 vehicles

Leaning Trees, Hanging Limbs, and Stump Removal

Tetra Tech offers expertise in reimbursement for the removal of leaning trees, hanging limbs, and stumps. Our team has extensive experience helping communities avoid the de-obligation of funds or non-reimbursement for these activities due to ineligible work. **In 2020, our team monitored the removal and disposal of nearly 200,000 hazardous trees and hangers following consecutive Hurricanes Laura, Sally, Delta, and Zeta.**



1,738,389
HANGING LIMBS



245,122
LEANING TREES



162,165
STUMPS

FEATURED EVENTS

CA Wildfires (2015 - 2022)	3,777 Limbs 246,140 Trees
Hurricane Sally (2020)	43,692 Limbs 5,888 Trees
Hurricane Laura (2020)	120,198 Limbs 13,160 Trees
Hurricane Zeta (2020)	34,245 Limbs 4,902 Trees
Hurricane Michael (2018)	27,562 Limbs 9,949 Trees
Hurricane Florence (2018)	14,609 Limbs 259 Trees
Hurricane Irma (2017)	316,108 Limbs 94,030 Stumps
Hurricane Matthew (2016)	183,214 Limbs 12,769 Trees
Winter Storm Alfred (2011)	84,135 Limbs 12,355 Trees
Hurricane Ike (2008)	364,860 Limbs 29,489 Trees
Midwest Winter Storm (2007)	99,382 Limbs 2,682 Trees

Hazardous Material Removal

Major disasters, particularly those that involve significant flooding, will result in the need to address hazardous materials. Typically, the U.S. Environmental Protection Agency (EPA) is responsible for identifying and removing large quantities of household hazardous waste (HHW) (containers over 5 gallons such as large commercial/industrial storage tanks, propane tanks, 55-gallon drums, etc.). Local governments are charged with implementing collection programs for HHW, including but not limited to containers with paints, pesticides, household cleaners, oils/solvents, and fuels. Our team has broad experience helping local governments plan, procure, implement, and track disaster-related HHW collection programs at curbside or drop-off locations. **Following Hurricane Ike, a storm surge covered almost all of Galveston Island, Texas. Our team helped the City of Galveston implement one of the**

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largest post-disaster HHW programs in U.S. history, in addition to working cooperatively with the EPA on large quantity HHW recovery.

Asbestos-Containing Material Management

Through our team's years of demolition experience, Tetra Tech has developed best management practices for documenting and monitoring work related to asbestos-containing material (ACM). Tetra Tech will collect and catalog all pertinent information related to the ACM content for a property. Once the remediation contractor has removed and wrapped the ACM, Tetra Tech will document the transfer of custody through final disposition. As part of the ACM documentation process, Tetra Tech will also collect and pair all waste shipment records to the respective load tickets. Additionally, during the course of the project if Tetra Tech notices any lack of due diligence or potential for environmental violations, our management staff will notify City officials immediately and assist in creating a mitigation strategy. In the instance of non-ACM debris removal, Tetra Tech will collect and digitally link all DMS or landfill manifest with the corresponding load ticket. Most recently, as part of our work for CalRecycle Tetra Tech has assisted with documenting the removal of ACM for properties damaged by the devastating wildfires.

Data Management

Tetra Tech minimizes client costs and maintains consistent visibility of debris project operations by implementing our streamlined processes and utilizing our *RecoveryTrac™* ADMS. *RecoveryTrac™* ADMS is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project. Managing the enormous volume of documentation generated during a debris monitoring operation was paramount to the design of our ADMS. **This state-of-the-art technology has already shown to increase the efficiency and improve the management of debris removal efforts for hundreds of clients.** For more information on data management, please see **Section D: Approach and Value Added Services**

Experience Defending Client's Interests During an Audit

A representative example of past clients we have supported during dispute resolution includes, but is not limited to:

- Our team is currently retained by the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) to assist on hundreds of appeals related to 11 disasters dating back to Hurricane Katrina in 2005.
- Our team is currently working with FEMA's new VAYGo process for clients in Texas such as Fort Bend County and the City of Houston along with the Commonwealth of Puerto Rico.
- During our work with the State of Vermont, Tetra Tech worked on five (5) appeals for PWs related to Tropical Storm Irene. As a result, four appeals were overturned, and one appeal upheld.
- During our work with the Port of Galveston, our team has been involved in appeals related to storm-induced erosion and 705(c) claims. At this time, we have been successful on the appeals, with many remaining to be decided by FEMA region during first appeal.
- Our team supported the successful appeal of over \$400,000 of previously deobligated funds in response to the 2004 Hurricanes Charley, Frances, and Jeanne for Lake County, Florida. These funds were associated with debris collected on private roads and gated communities. Our team did a comprehensive GIS analysis of the debris collected in question and was able to appeal the decision and obtain reimbursement from FEMA.

4. Copy of Current State of Florida Business License

On the following page Tetra Tech has provided their current State of Florida Business License.

**City of Maitland**

1776 Independence Lane, Maitland, FL 32751
(407)539-6248

BUSINESS LICENSE CERTIFICATE**Business Tax Receipt**

Business Name: TETRA TECH INC
Business Location: 2301 LUCIEN WAY 110
MAITLAND, FL 32751
Owner:
License Number: 10499
Issued Date: 9/30/2022
Expiration Date: 9/30/2023
Type Of Business: Engineer/Accounting/Management

Business Type(s): 541330 Engineering Services
Mailing Address: 3475 E FOOTHILL BLVD
PASADENA, CA 91107
License Type: BTR
Classification: Business Tax Receipt
Fees Paid: \$154.27

NOT VALID UNLESS SIGNED BY CITY OFFICIAL

The person, firm, or corporation named above is hereby granted this receipt for fees paid to the City of Maitland for the business described above for the period indicated. Granting of this receipt does not entitle the holder to operate or maintain a business in violation of law or ordinance. The City of Maitland does not guarantee the qualifications of the holder of this receipt.

TO BE POSTED IN A CONSPICUOUS PLACE

5. References/Profiles

The following projects are a representative sample of our experience and accomplishments in performing services that are similar in scope, complexity, and magnitude to the City within the past five years. Per the City's request, we have included references on the City's reference form located in **Tab A: Required Documents**

What do our clients say?

Extraordinary Service

"Tetra Tech immediately responded to the Parish...During the five-month project, we had visibility into the project's progress thanks to the Geoportal provided by your data team. Tetra Tech's service was extraordinary, and I highly recommend your services to any community in need of disaster response and recovery assistance following a natural disaster."

-Jacob Dillehay, Allen Parish Police Jury, Louisiana

Speed, Accuracy, and Transparency

"We are very thankful for the transparency into project operations and the speed and accuracy of the progress reports provided to help the Parish maintain abreast of the project's progress. Tetra Tech's real-time reporting and geoportal capabilities were integral in keeping us informed. Tetra Tech staff were attentive and responsive to our inquiries and displayed a high-level of professionalism. Throughout the project, it was evident that your team had the experience and expertise needed to successfully complete our debris management program and assist with FEMA reimbursement."

-Huey Bryan Borill, Acadia Parish Police Jury, Louisiana

Professionalism Matched by None

"Tetra Tech was quickly onsite and ready to move into action with a professionalism matched by none. Tetra Tech's management team worked hand in hand with our contractors, county crews and county staff to ensure that all FEMA compliance requirements were held to exemplary status, paying special attention to details, and the unique needs of our county and our citizens. Your entire team demonstrated outstanding skills for disaster recovery management, and I will attest to their superior management skills and team work. Tetra Tech's diligence, initiative, and assertiveness with all contractors, FEMA, and our own staff contributed to the success of our hazardous tree removal program."

-Clara Beckett, Bastrop County, Texas

Untiring Efforts and Expertise

"The initial contact and support provided by your entire team was outstanding...Immediately upon their arrival, they integrated with our County task force, which was comprised of Emergency Manager and Public Works Division personnel, and constantly provided essential guidance. The support you provided in terms of FEMA requirement interpretation, and overall project management was always reassuring to our task force. Most importantly, the Tetra Tech team worked extremely well with our debris collection contractor – CERES, and our FEMA mission assigned USACE representatives...The Tetra Tech teams' untiring efforts and expertise are most likely one of the reasons the county successfully completed the 45-day emergency debris removal operation – on time and in budget."

-John Agan, Hamilton County, Tennessee

City of Melbourne

Disaster Debris Management and Monitoring Services

PROJECT DESCRIPTION

The City of Melbourne (Melbourne) is in southern Brevard County, southeast of Orlando on Florida's east coast, and covers 44.92 square miles. Melbourne borders the Indian River Lagoon and includes a small section on a barrier island.

Hurricane Irma hit Melbourne in September 2017 with 42 mph sustained winds, 75 mph wind gusts, and 11.82 inches of rain. Upon notice to proceed, Tetra Tech began working with Melbourne and its debris hauler to prepare for operations. Our project management team hired more than **60 local debris monitors** to document the removal of disaster debris throughout Melbourne's rights-of-way (ROW). In total, Tetra Tech monitored the removal of **more than 111,170 cubic yards of disaster debris**.

Hurricane Ian hit Melbourne at the end of the hurricane season in 2022. Tetra Tech mobilized to assist in the response and removal for the city. In total, Tetra Tech monitored the removal of more than **25,000 CYs of debris from the Melbourne's ROW**.

CLIENT

City of Melbourne

DURATION

Irma: September 2017 – January 2018

Ian: October 2022 – December 2022

PROJECT SIZE

Irma: 111,176 CYs

Ian: 25,852 CYs

COST

Irma: \$1,691,432

Ian: \$80,118

REFERENCE

**Ms. Jennifer Wilster,
Environmental Community
Outreach Manager**

900 E. Strawbridge Ave.,
Melbourne, FL 32901

(321) 608-5080

jennifer.wilster@mlbfl.org



City of Edinburg

Debris Monitoring Operations

Tetra Tech has been mobilized for disaster debris monitoring services on multiple occasions by the City of Edinburg. Most recently in the wake of Hurricane Hanna, Tetra Tech was again mobilized to assist the City with post disaster damage assessment and disaster debris monitoring. Within hours of Hurricane Hanna passing, our project management team deployed to assess damages and initiate a right-of-way debris removal program.

Tetra Tech began by immediately implementing a campaign to hire local residents to assist with the debris monitoring program. After locals were hired, they were trained on FEMA Public Assistance Program debris eligibility criteria and debris removal operations. Next, our staff members initiated truck certification for both a debris contractor and City trucks. Right-of-way debris removal operations included both vegetative debris and construction and demolition debris (C&D). City officials made maximum use of Tetra Tech's *RecoveryTrac*™ geoportal that gave them real-time access to trucks to monitor locations and review project data and metrics.

CLIENT

City of Edinburg, Texas

DURATION

August – September 2020

PROJECT SIZE

109,905 CYs

COST

\$931,991

REFERENCE

Ramiro Gomez, Director of Solid Waste Management

415 University Drive
Edinburg, TX 78540

(956) 381-5635 (office)

(956) 389-3140 (mobile)

rgomez@cityofedinburg.com



City of New Smyrna Beach, Florida

Disaster Debris Monitoring Services

Following the landfall of Hurricane Ian in southwest Florida in late September 2022, the storm weakened and traversed northeast across the state of Florida. After slowing down considerably, the storm exited the east coast of Florida near the Brevard County and Volusia County line. Hurricane Ian caused widespread wind and flood damage, as well as severe coastal erosion across Florida’s east coast. Nearly 20 inches of rain fell in New Smyrna Beach (NSB) prior to the storm’s passing, resulting in catastrophic flooding unlike NSB had ever seen before.

Following the storm, Tetra Tech was activated by NSB to provide disaster debris monitoring services. Tetra Tech responded within hours of the storm’s passing to assist with **damage assessment and debris estimation**. Tetra Tech assisted NSB in resolving several contractual issues with the their contract debris hauler, Phillips and Jordan. Soon after notice to proceed, Tetra Tech **hired and trained approximately 30 local debris monitors**.

Next, Tetra Tech immediately assisted NSB in activating its debris management site and initiated truck certification. Following commencement of right-of-way collection, we assisted NSB in standing up and operating a **citizen drop-off site** for residents that wanted to haul their own debris.

In total, **more than 100,000 cubic yards of vegetative and construction and demolition debris were removed from NSB in approximately 60 days**. Tetra Tech supported NSB with debris contractor invoice reconciliation and FEMA reimbursement support as part of project close-out.

CLIENT

City of New Smyrna Beach,
Florida

DURATION

October 1, 2022 – December 31,
2022

PROJECT SIZE

130,600 CYs

COST

\$250,000

REFERENCE

**Mr. David Ray, Director of
Maintenance Operations**

124 Industrial Park Avenue
New Smyrna Beach, FL 32168
(386) 424-2202 (office)
(386) 527-6657 (mobile)
dray@cityofnsb.com



South Daytona, Florida

Hurricane Ian FEMA PA Grant Management Support

Hurricane Ian devastated the coastal communities of Volusia County in September 2022, when it made landfall as a Category 4 hurricane and was responsible for five fatalities in the County. Due to extreme winds and storm surge, the City of South Daytona sustained significant damage to numerous facilities and infrastructure.

Tetra Tech assisted the City soon after the storm’s impact by deploying a dedicated team to the site. Tetra Tech has been supporting the City with the documentation and administrative processes to develop FEMA project worksheets (PWs) for reimbursement claims.

While providing overall project management and oversight, Tetra Tech’s team also worked on conducting site inspections, collecting, and reviewing documentation, managing the documents and Essential Elements of Information in FEMA’s Grants Portal, and providing daily guidance to the City.

Tetra Tech continues to support the City by providing the documentation and support necessary to develop FEMA PWs for reimbursement claims estimated in excess of \$3.5 million.

CLIENT
South Daytona
LOCATION
Florida
DURATION
October 2022 – Present
COST
\$100,000



Volusia County, Florida

Hurricane Ian FEMA PA Technical Assistance & Site Inspection Support

Hurricane Ian devastated the coastal communities of Volusia County in September 2022, when it made landfall as a Category 4 hurricane and was responsible for five fatalities in the County. Due to extreme winds and storm surge, the County sustained substantial damage to its critical infrastructure and coastal assets, including damages along the entire 47-mile stretch of beach.

Our team has been supporting Volusia County for many years and was available to assist soon after the storm by providing technical assistance and site inspection support for the FEMA Public Assistance program. Tetra Tech supported the County by providing qualified coastal engineers and technical specialists during FEMA site inspections to advise County staff and ensure that all damages were captured accurately and in totality.

Tetra Tech continues to support the County by reviewing FEMA Site Inspection Reports (SIRs), developing 406 hazard mitigation proposals, and by advising on best practices for maximizing flexibility and reimbursements through the FEMA Public Assistance Alternative Procedures (428) program.

CLIENT
Volusia County
LOCATION
Florida
DURATION
September 2022 – Present
COST
\$496,805.26

Tab C – Qualifications and Related Experience of Key Staff

Tetra Tech has assembled a team of debris removal monitoring experts with direct experience responding to recent disasters. **Our dedicated project management team is deeply familiar with the policies, procedures, and requirements associated with delivering successful disaster debris monitoring services.**

1. Summary of Relevant Experience

Our staff members have **managed the removal of and reimbursement for over 172 million cubic yards (CYs) of debris as well as the demolition of over 22,000 uninhabitable residential and commercial structures.** Our team has monitored and obtained FEMA, FHWA, and NRCS reimbursement on over 30 debris removal projects in excess of 1 million CYs of debris and understands the significant resource commitment and effort that is necessary to manage and monitor large-scale debris removal operations for local governments.

Our record of success includes serving over 300 state and local government clients in response to over 90 presidential disaster declarations over the last decade. Our team has obtained **over \$12 billion in reimbursement funds** for our clients from federal agencies.

Tetra Tech is committed to providing the City an experienced project manager and consistent project management team that will expedite recovery efforts by establishing a coordinated and organized approach to debris removal. Our dedicated team is available to the City 365 days per year.

Proposed Team

Tetra Tech has assembled a project team with the qualifications and expertise necessary to support the City following a disaster. The individuals selected for this project not only have national expertise from having worked on every major disaster in the past decade, but also have **hands-on experience working on prior (or current) Florida-based projects.** As a result, our staff has an in-depth understanding of how disaster response and recovery works in Florida.

Senior Management and Advisory Team

Our senior management and advisory team will provide expert oversight and assistance at critical junctures. This team is prepared to provide both tactical and strategic guidance for the duration of any disaster recovery operation. These individuals bring decades of disaster debris monitoring and reimbursement expertise. **Resumes for project management and advisory staff have been provided at the end of this section.**



Mr. Burgiel, President and Senior Advisor. As president of Tetra Tech Disaster Recovery, Mr. Burgiel will provide executive-level oversight to help our team meet the City's needs and expectations and serve as an executive sponsor to overcome challenges faced in operation. Mr. Burgiel's disaster-related work has included serving as principal in charge of over 100 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters. Mr. Burgiel has overseen operations for teams in communities in Puerto Rico (Hurricane Maria); Miami-Dade County and the City of Winter Park (Hurricane Irma); Richland County, South Carolina (Historic 1,000 Flooding Event); the New Jersey Department of Environmental Protection (NJDEP) (Hurricane Sandy); State of Connecticut (Hurricane Sandy); State of Louisiana (Hurricane Isaac); City of New Orleans, LA (Hurricane Katrina Residential Demolition Program); and Harris County, Texas (Hurricane Ike), to name a few.



Mr. Chuck McLendon has been providing consulting engineering services to federal, state, and local governments across the U.S. for more than 30 years. His background in solid and hazardous waste management has led him to become one of the leading experts in the country on the implementation of large-scale post-disaster debris removal programs. He leads large teams to support major infrastructure and emergency response efforts, including most recently to Miami Dade County's response to the Surfside condo collapse. Mr. McLendon has served as principal in charge for upwards of 30 major disaster activations, including projects totaling more than 150 million CYs of debris and approximately \$2.5 billion in FEMA PA reimbursement. He lends this expert-level insight to help overcome any obstacles the City may encounter in recovery.



Mr. Ralph Natale is the director of post-disaster programs for Tetra Tech. He leads the practice by developing programs, providing daily project support, and providing oversight and guidance to his team of project managers and projects. Mr. Natale is an expert in FEMA-PA Grant Program reimbursement policies and has administered nearly 70 projects in his 15-year career. Mr. Natale has served as a principal in charge, project manager, data manager, and operations manager in response to some of the country's largest debris-generating disasters, including Hurricanes Matthew, Katrina, Ike and Sandy. Mr. Natale has led operations focused on managing and documenting the removal of over 66 million CYs of debris and over 1.7 million hazardous trees, the program management of over 35,000 demolitions, and over \$4.5 billion of reimbursed invoices.



Ms. Allison McLeary, Esq., Senior Policy Advisor, will apply her program administration and policy expertise to facilitate procedural and data compliance with FEMA requirements. Ms. McLeary is an Attorney and experienced emergency response and recovery executive with a demonstrated history of building meaningful relationships across all levels of government. As the **former Recovery Bureau Chief of FDEM, Allison McLeary understands the points of friction many PA grant projects can encounter through the submittal and review process.** She will advocate for the City's projects and help to ensure the City's priorities are addressed.

Project Field Operations Team

Tetra Tech has identified a team of field staff to support the City. We have selected team members who have previous experience in similar operations. Brief summaries of each team member's experience are provided below. [Resumes for project field operations staff have been provided at the end of this section.](#)

Proposed Staff	Summary of Qualifications	Key Areas of Expertise
Wade Greene Project Manager / Onsite	Mr. Greene is a management professional with 6 years of experience spent working on debris-related projects for Tetra Tech clients across the nation. He is adept in all aspects of debris monitoring and is knowledgeable on the required documentation to satisfy the requirements of multiple funding sources. Mr. Greene is responsible for the implementation of Tetra Tech's work plans, dispatching field personnel, staffing, safety procedures, field logistics, and training of personnel. He verifies eligibility and compliance; oversees collection and disposal operations; and coordinates directly with debris contractors, data managers, and project managers to meet the goals of each client.	- Disaster Debris Program Management - Right-of-Way/Right-of-Entry Debris Removal - Private Property Programs - Leaner/Hanger Programs - FEMA Reimbursement
Fanta Thitsaphaophandouang Operations Manager	Mr. Fanta Thitsaphaophandouang is an experienced field and operations manager with proven success supporting numerous projects for Tetra Tech. Fanta has been a key member of some of Tetra Tech's largest response missions in recent history, including multiple fires in California and hurricanes in Florida. Fanta has led disaster debris monitoring operations in Florida following Hurricane Irma, the Surfside building collapse, and Hurricane Ian. In addition to his extensive debris monitoring operations management experience, Fanta has also worked for Tetra Tech as a public liaison and site inspector during our Rebuild Florida engagement, gaining unique insight into engaging Florida communities in the wake of disaster. Fanta was chosen to lead our field operations teams for the City of Port Orange based on his proven capacity to manage complex operations following disasters.	- Disaster Debris Management - Right-of-Entry - Hazard Tree Eligibility - Monitor Training - Monitor Dispatch - Right-of-Way Debris Removal - Disposal Operations - Field Operations - Quality Assurance/Quality Control - Demolition Operations
Macy Moore Project Coordinator	Macy Moore is an accomplished administrative professional with five years of experience in the disaster recovery industry. Since joining Tetra Tech in 2017, she has supported projects in Florida, Alabama, Texas California, as well as multiple states along the Gulf and East coasts following hurricanes, tornadoes, and wildfires. Ms. Moore is responsible for onboarding, training, and assisting with the oversight of project coordinator teams to ensure that projects run smoothly and efficiently.	- Project Coordination - Project Setup - Staff Training - Organization - QA/QC - Scheduling and Dispatch - Adherence to State Labor Laws
George Eason Data Manager	Mr. Eason is a data manager with expertise in geographic information systems, documentation management, quality assurance/quality control (QA/QC), database management, and reporting. He has an in-depth understanding of FEMA eligibility, documentation requirements, and Tetra Tech's proprietary automated debris management system (ADMS) technology.	- Right-of-Way Debris Removal - Waterway Debris Removal - Data Management - QA/QC - Data Analysis - Project Reporting - Truck Certification - Aerial Imaging
Zayde Abiyati Field Supervisor	Mr. Abiyati is an experienced field supervisor who has supported multiple projects for Tetra Tech following 6 major disasters. Mr. Abiyati efficiently communicates with field monitors and other	- Areas of Expertise - Supervision of Field Operations

	site personnel by delegating tasks, de-escalating issues, and documenting any issues or statuses while following project guidelines.	- Disaster Debris Monitoring - Dispatch and Scheduling - Project Management - Staff Training - Dispatch and Scheduling - Debris Removal Operations - Hazardous Tree Eligibility - QA/QC
Courtney Morris Field Supervisor	Ms. Morris is a motivated field supervisor that facilitates recovery efforts for disaster areas. As someone who has been affected by a natural disaster, she has supported multiple hurricane and wildfire projects to provide program management and monitoring services. Ms. Morris has a thorough understanding of FEMA and reimbursement documentation requirements and coordinates with monitoring staff and contractors to exceed client expectations. Most recently, she has been assisting clients on the Florida west coast following the 2022 hurricane season.	
Geoff Reinhart Quality Control Manager/Invoice Analyst	Mr. Reinhart is an experienced CPA with both public and private sector experience. As a billing and invoice analyst at Tetra Tech, Mr. Reinhart is responsible for reconciling contractor invoices and performing quality control on data to ensure that all FEMA guidelines for debris removal monitoring are successfully fulfilled. Most recently, Mr. Reinhart has been providing billing and invoicing analysis services to all Tetra Tech's projects related to Hurricane Ian. Following the disaster, Tetra Tech was activated by more than 40 clients. Mr. Reinhart has been performing cost/budget and margin analyses and reviewing invoices and accruals.	- Accounting - Fixed Assets - Oracle - Peoplesoft
Casey Ogden GIS Analyst	Mr. Ogden has more than 20 years of experience in Geographic Information Systems (GIS), with experience with the ESRI suite of products. He holds a Master's degree from the Florida State University with a Certificate of Emergency Management, as well as, a Bachelor's Degree from Louisiana State University in the field of Geography. As the geospatial applications manager, Mr. Ogden manages a team of five GIS personnel and is responsible for developing GIS applications that are efficient, accurate, and cutting edge.	- GIS Programming - ESRI Enterprise Geodatabase and Services - GNSS Survey Grade Data Collection - ArcGIS Pro / ArcMap Operation and Support - ArcGIS Server and AGOL Administration
Nick Dragon Subject Matter Expert	Mr. Dragon has over 13 years of experience on over 8 disasters in environmental remediation, cleanup, and debris removal monitoring. Mr. Dragon has responded to several major hurricanes (Hurricanes Laura, Florence, Irma, Harvey, and Ike), and California Camp Fire for clients involving over 250,000 CYs of debris, including: Virginia Department of Transportation; Calcasieu Parish, LA; Harris County, TX; City of Houston, TX on 2 projects and Miami-Dade County, FL. He has experience verifying eligibility and compliance; overseeing collection and disposal operations, and coordinating directly with debris contractors, data managers, and project managers to facilitate the success of fast-moving debris operations projects. Projects have included some of the nation's largest debris monitoring projects in recent history including serving as project manager for Calcasieu Parish, Louisiana's Hurricane Laura response, which accounted for nearly 7 million cubic yards of debris.	- Field Operations and Oversight - QA/QC - Environmental Remediation - Debris Monitoring - Project Management - Scheduling and Dispatch - Truck Certification - Automated Debris Management System (ADMS) - Environmental Cleanup
Brian Rutherford Emergency Management Planner	Mr. Brian Rutherford has over 20 years of emergency management experience. His areas of expertise include disaster debris management, continuity of operations, emergency planning, mitigation, and recovery. Mr. Rutherford has been involved in a wide range of emergency management planning and response projects. Some of these	- Emergency Planning, Response and Recovery - Continuity of Operations Planning - Debris Management - Hazard Mitigation

include: disaster debris management planning and response, public health emergency plan development, continuity of operations planning, infectious disease planning, plan assessments, public information plan development, hazard mitigation planning, hurricane planning and response, wildfire response, flooding response, training design and meeting facilitation. Mr. Rutherford is also experienced in the design and evaluation of exercises following Homeland Security Exercise and Evaluation Program principles.

- Regional Coordination
- Training and Exercises
- Public Health Preparedness
- Infectious Disease Planning
- Meeting Facilitation
- Public Information

Katelynn Tisc
Emergency Management
Consultant

Katelynn Tisch, MSEM, is an emergency management specialist with a multi-disciplinary background in emergency management, planning, technical writing, atmospheric science, climate science, and social science. As an Emergency Management Specialist, Ms. Tisch regularly assists with project management tasks, supports project planning meetings, and assists with the development of customized plans and publication-ready materials. Her project experience includes developing Incident Action Plans for special events, revising Emergency Operations/Comprehensive Emergency Management Plans, a wide range of emergency planning initiatives, and community outreach initiatives.

- Emergency Management
- Plan Development
- Technical Writing/Review
- Atmospheric Sciences
- Climate Sciences

Alex Torrent
Reimbursement Specialist

Ms. Torrent has 20 years of experience in various accounting and management positions. Over the years, she has proven the ability to implement effective policies and procedures, enhance productivity, and increase efficiency. She is an expert in budget management, negotiations, forecasting, reporting, analysis, and customer service. Additionally, Ms. Torrent has excellent analytical and quantitative abilities. She has a consistent record of growing revenues while reducing operating costs and outstanding presentation, leadership, and communication skills in both English and Spanish.

- Accounting
- Budget Management
- Cost Benefit Analysis
- Disaster Debris Removal
- Problem Solving/Troubleshooting
- Payroll
- Training/Development of Training Manuals

Donn Olson
Grant Management
Consultant

Mr. Donn Olson is a member of Tetra Tech's disaster recovery operations. In this role, Mr. Olson assists Tetra Tech clients in navigating federal grant programs for financial recovery from disasters. His knowledge of the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program assists the applicant with maximizing eligible reimbursements. Mr. Olson is a cross-cutting disaster recovery expert and has worked extensively in Project Worksheet (PW) formulation in areas such as debris removal, emergency protective measures, force account labor and equipment, and permanent work. During the PA process, he specializes in document analysis, eligibility requirements, audit preparation, and closeout assistance, which allows the client to maximize reimbursement. Mr. Olson is intimately familiar with FEMA policies, expectations, and technology, including the FEMA GrantsPortal. Due to his extensive experience working directly with clients and subgrantees, Mr. Olson has excellent soft skills when interfacing with stakeholders.

- FEMA Public Assistance Consulting
- Cost Analysis
- Project Worksheet Formulation
- Audit Preparation

Professional Certifications, Training, and Licensing

Tetra Tech remains abreast of the latest guidance, issues being debated, and current best practices through participation in expert groups, attendance in training and conference sessions, and working with national experts in disaster recovery operations,

emergency management, national security, information technology, public health, transportation, and critical infrastructure protection. **Our proposed team possesses key certifications that help them provide quality technical services and have attended numerous training courses related to debris operations and emergency management.**

Some of these include:

- Occupational Safety and Health Administration (OSHA) Disaster Site Worker Course
- OSHA 10-Hour Construction Safety Certification
- OSHA 40-Hour HAZWOPER Certification
- G-202: Debris Management
- IS 100: Introduction to Incident Command System
- IS-120: Introduction to Exercises
- IS 191: ICS/EOC Interface
- IS-200: Basic Incident Command
- IS 242: Effective Communication
- IS-288: Local Volunteer and Donations Management
- IS-230: Fundamentals of Emergency Management
- IS-547: Introduction to Continuity of Operations (COOP)
- IS-631: Public Assistance Operations I
- IS-632: Introduction to Debris Operations
- IS-634: Introduction to FEMA's Public Assistance Program
- IS-700: National Incident Management System
- IS-800: National Response Program
- ICS 300: Intermediate ICS for Expanding Incidents
- Intermediate Workzone Traffic Control (FDOT)

Additionally, all collection and disposal monitors and field supervisors must attend a debris monitoring training session prior to working. In addition, our environmental health and safety training program helps our business operate in a manner that protects the health and safety of our employees, customers, business partners, community neighbors, and the environment. Our field teams attend daily safety sessions with field employees to discuss potential hazards and review safe work practices.

Scalability and Additional Resources

Our scalable disaster recovery operations are staffed by a deep bench of experienced disaster recovery professionals that includes:

9	38	42	55	35
Project Principals	Project Managers	Operations Managers	Field Supervisors	Project Coordinators

Tetra Tech is a leading, global provider of consulting and engineering services. Tetra Tech is a full-service company with a global reach in the areas of water, environment, infrastructure, resource management, energy, and international development. In addition to our team of disaster recovery and emergency management specialists, we also maintain a deep bench of specialized staff across a wide range of disciplines, as summarized below.

Current Number of Tetra Tech Personnel Available by Discipline

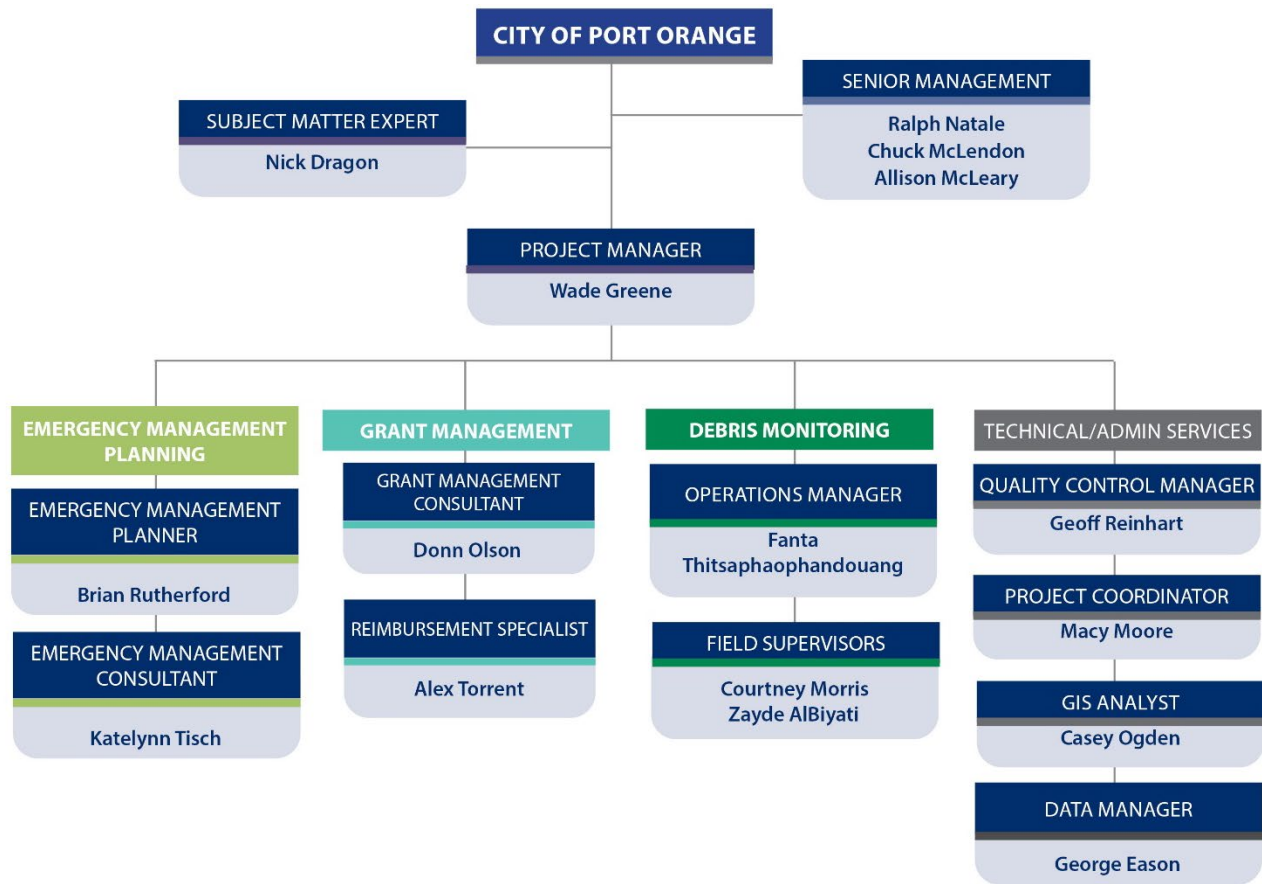
Description	Number of Employees
Administrative	1,992
Archeologist	110
Architect	730
Biologist	661
Chemist	194
Computer Programmer	595
Construction Inspectors and Managers	481
Contract/Procurement Specialists	126
Ecologist	219
Economist	30
Engineer	9,019
Environmental Scientist	1,100
Financial Analysts	751
Geographic Information System (GIS) Specialist	83
Geologist	443
Information Technology/Data Specialists	320
Other	3,825
Planners	648
Policy Analysts	31
Project Managers	3,193
Quality Assurance Managers	62
Risk Assessors	582
Technician/Analysts	2,767

This core team provides management and oversight to our disaster response and recovery operations. They are seasoned experts in their field, with experience managing disaster recovery projects in response to hurricanes, floods, tornadoes, fires, ice storms, and straight-line wind events in 20 states and simultaneous activations in nine states.

While the Tetra Tech senior management team has worked together for more than 15 years, the firm also frequently welcomes new talent to meet client needs. Positions will be filled using Tetra Tech's vast network of disaster recovery professionals, including full-time employees and local hires.

2. Organizational Chart

The proposed organization structure is based on industry best practices and an understanding of geography and the distinct management responsibilities of each position. Our proposed organizational structure ensures orderly communication, distribution of information, effective coordination of activities, and accountability. Tetra Tech’s project team can scale as needed, coordinate response, establish common processes for planning and managing resources, and adapt organizational structure to match the needs and complexities of projects. **Résumés have been included at the end of this section.**



Incident Command Structure

Tetra Tech’s emergency management professionals, many of whom are certified ICS instructors, provide guidance to our disaster recovery staff on how to effectively organize and respond to disasters. Our debris project managers have spent many hours in emergency operations centers across the country and understand how ICS works at the local and state level. Our debris project managers know how to apply IC-100, 200, 700, and 800 training in the field.

We understand the value ICS has in organizing for disasters, so we strive to implement these principles into our business processes. Per ICS, during disaster response operations, our structure includes an incident commander and section chiefs for operations, logistics, action planning, and finance and administration. We establish twice daily calls using Microsoft Teams with the incident command team and section chiefs to establish our incident action plan, identify resources needs, and plan for any deficiencies. We have a dedicated health and safety officer who oversees the operation and coordinates with health and safety personnel at each project location.

Staffing Numbers

Tetra Tech will comply with the City’s staffing requirements and coordinate with the City and the debris removal contractor’s project manager to estimate the number of field monitors that will be required for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris removal contractor release the next day’s schedule by 5 p.m. so that our project manager can dispatch the appropriate number of field monitors.



18 YEARS OF
EXPERIENCE

Areas of Expertise

- Disaster Response & Recovery
- Grant Administration
- Stafford Act Compliance
- Alternative Procedures

Grant Experience

- FEMA Public Assistance
- CARES Act
- USDA Agriculture Recovery Block Grants
- HUD CDBG
- ARPA

Education

Auburn University, Bachelor of Arts,
March 2000

Louisiana State University- Paul M.
Hebert Law Center, Juris Doctorate,
May 2004

Louisiana State University- Paul M.
Hebert Law Center, Bachelor of Civil
Law, May 2004

EXPERIENCE SUMMARY

Ms. Allison McLeary is an experienced emergency response and recovery executive with a demonstrated history of building meaningful relationships across all levels of government. As former Recovery Bureau Chief of the Florida Division of Emergency Management, she offers more than 3 years of direct experience administering grant programming throughout the State of Florida. As the former Recovery Bureau Chief of FDEM, Allison McLeary understands the points of friction many PA grant projects can encounter through the submittal and review process. She is a steadfast advisor in planning for, responding to, and recovering from challenges and disasters.

RELEVANT EXPERIENCE

Director, Disaster Recovery Programs (March 2021 – Present)

Tetra Tech, Inc.

Ms. McLeary serves as Director of Disaster Recovery Programs, providing policy guidance and program support. Ms. McLeary is an expert in FEMA policies, building and maintaining relationships with FEMA representatives. She analyzes policy and provides policy guidance to clients. She supports the Tetra Tech team to build programs that align with federal expectations and comply with client/federal requirements. She maximizes operational efficiencies by analyzing individual projects with a holistic lens, leveraging best practices from Tetra Tech debris management operations throughout the Nation. Additionally, Ms. McLeary coordinates relationships with funding agencies and local partners to streamline project operations.

Recovery Bureau Chief (March 2020 – February 2021)

Compliance and Appeals Officer (December 2018 – February 2020)

Florida Division of Emergency Management

- Administered all FEMA Stafford Act programs for the State of Florida (\$9.8+ Billion over 26 federally declared events under management)
- Validated and Paid through FDEM an unprecedented \$4.1 Billion in Recovery funds in the period January 2019-February 2021, including \$2.7 Billion in PA and over \$300 Million in USDA Agriculture Recovery Block Grants
- Developed and implemented the State strategy for \$1.275 Billion in CARES-Coronavirus Relief Fund payments to 55 medium and small counties. (\$1.07 Billion validated and paid June 2020-February 2021)
- Served as Alternate Governor's Authorized Representative and Deputy State Coordinating Officer for all FEMA declared events in Florida
- Created a comprehensive FEMA PA Compliance program, including risk assessments, monitoring, and technical assistance and programmatic guidance tailored to address specific compliance risks

Recovery Legal Counsel (January 2017 – November 2018)**Louisiana Governor's Office of Homeland Security and Emergency Preparedness**

- Served as Recovery counsel- advising on all matters of emergency management and whole community Recovery
 - Programs included FEMA/Stafford Act programs and HUD-Community Development Block Grants (CDBG-DR)
- Audit liaison to US Department of Homeland Security- Office of Inspector General and FEMA
- Developed and delivered a comprehensive outreach and education technical assistance strategy to grant subrecipients in Louisiana

FirstNet Program Manager (February 2015 – January 2017)**Louisiana Division of Administration, Office of Technology Services**

- Oversaw a team effort to identify needs, preform gap analyses, and plan for the buildout of the State's portion of the Nationwide Broadband network, known as FirstNet.
- Identified the needs and expectations of the State's 62,000+ first responders and worked with the US Department of Commerce and the FirstNet Authority to include those inputs in the \$7 Billion RFP for the buildout and operation of the FirstNet network.

State Police Legal Counsel (August 2003 – May 2013)**Louisiana Department of Public Safety and Corrections, Louisiana State Police, Office of Legal Affairs**

- Counsel to State Police on matters of policy, operations, public records law, personnel management, emergency management/crisis response, and investigations
- Served as legislative liaison and helped draft numerous bills and testified in committee on several measures including revisions to the electronic surveillance framework and the regulation of private security, and the role of volunteers in emergency response.
- Represented the Louisiana Oil Spill Coordinator's Office and was assigned Attorney Supervisor throughout the response to the Deepwater Horizon event
 - Led a multi-agency team of in house, state agency lawyers in the early days of the disaster
 - Coordinated efforts among state agency counsel to ensure that necessary inputs needed for the response, damage assessment and claims under the Oil Pollution Act of 1990, Clean Water Act and other applicable federal and state laws were supported.



32+ YEARS OF
EXPERIENCE

125M CYS OF DEBRIS

\$3B FEMA PA
REIMBURSEMENT

Areas of Expertise

- Solid and Haz. Waste Management
- Disaster Debris Monitoring
- Solid Waste Routing and Efficiency
- Private Property Debris Removal
- Emergency Management
- Damage Assessment
- Utility Engineering/Consulting
- Cost of Service Evaluations
- Program Management
- Public Outreach/ Communications
- Procurement (2CFR)
- Environmental Permitting
- Grant Management

Disasters

- DR4673, Hurricane Ian
- DR4564FL, Hurricane Sally
- DR-4559LA, Hurricane Laura
- DR-4393NC, Hurricane Florence
- DR 4337FL, Hurricane Irma
- DR-4283FL, Hurricane Matthew
- DR-4241SC, Severe Flooding
- DR-4138FL, Severe Flooding
- DR-1971AL, Tornado Outbreak
- DR-4024VA, Hurricane Irene
- DR-1603LA, Hurricane Katrina
- BP Deepwater Horizon Oil Spill

Education

Florida State University
Bachelor of Science, Business
Marketing, 1991

EXPERIENCE SUMMARY

Mr. McLendon has been providing consulting engineering services to federal, state, and local governments across the U.S. for more than 30 years. His background in solid and hazardous waste management has led him to become one of the leading experts in the country on the implementation of large-scale post-disaster debris removal programs. He has routinely assembled large teams to support major infrastructure and emergency response efforts. Career highlights include:

- Experienced Executive Program Manager with over 32 years of experience working with federal, state, and local government agencies on the finance, design, permitting, procurement, construction, and operations of major infrastructure projects.
- Served as Principal in Charge for upwards of 30 major disaster activations including projects totaling more than 125 million cubic yards of debris and upwards of \$3 billion in FEMA PA reimbursement.
- Major experience in the legal substantiation and implementation of complex debris removal programs including PPDR, waterways, beaches, selective salvage, etc.
- In depth knowledge of the FEMA Public Assistance program including a strong understanding of Federal Register 2 CFR Part 200 ("the Super Circular")

RELEVANT EXPERIENCE

Hurricanes Ian and Nicole (2022)

Numerous Florida Jurisdictions

Following Hurricanes Ian and Nicole, Mr. McLendon served as regional program manager supporting over 15 Tetra Tech clients – including Orange County, Volusia County, Seminole County, and the Florida Park Service - in standing up and operating debris removal programs. Mr. McLendon served as a senior subject matter expert and assisted Tetra Tech's clients and project managers in maintaining FEMA-compliant programs and resolving various challenging issues.

Surfside Condominium Collapse (2021)

Miami-Dade County, Florida

The collapse of the twelve story Champlain Towers South condominium was a high-profile, catastrophic event. Mr. McLendon served as Principal in Charge for Tetra Tech to Miami-Dade County following the collapse on June 24, 2021. Mr. McLendon was on the ground at the collapse site within hours of the building collapse and County activation in order to assess the resources needed to assist the County with emergency debris removal. Over the next several days, he assisted the County with contractor procurement efforts in addition to developing and executing a plan to monitor debris removal both from a FEMA reimbursement and evidentiary debris removal perspective.

Hurricane Sally (2020)**City of Pensacola, FL and Okaloosa County, FL**

The City of Pensacola and Okaloosa County, FL have been long-standing clients of Mr. McLendon. Following the impact of Hurricane Sally, Mr. McLendon provided senior advisory services to include explanations of the FEMA Category A program as well as procurement assistance. Chuck has also provided senior level oversight to ensure that our response crews are meeting client expectations.

Hurricane Laura (2020)**Calcasieu Parish, LA**

Mr. McLendon mobilized immediately to the Lake Charles, LA area in the aftermath of Category 4 Hurricane Laura. He facilitated the initial kick-off meeting with the Parish and debris contractor and developed an immediate staffing and logistics plan for the Parish. He worked closely with our on-site project manager and senior staff from the debris contractor to ensure that emergency roadway clearance (push) crews were dispatched with their work times and locations tracked. Mr. McLendon worked throughout the project with Tetra Tech project management staff to ensure that all of the parish's needs met.

Hurricane Florence (2018)**Boiling Spring Lakes, NC and Briarcliff Acres, SC**

Following Hurricane Florence, Mr. McLendon provided disaster debris monitoring and FEMA grant management related services to the City of Boiling Spring Lakes, NC and the Town of Briarcliffe Acres, SC (through a contract with the Horry County Solid Waste Authority). Monitoring work including debris management site permitting, right of way collection, hazardous tree removal, and household hazardous waste collection.

Hurricane Irma (2017)**Numerous Central Florida Jurisdictions**

Following Hurricane Irma in September of 2017, Mr. McLendon provided senior oversight of debris monitoring operations across seven counties – including Seminole, Lake, and Volusia counties in Central Florida. Chuck was responsible for assembling project management and support teams to include policy and field operations expertise. In total, he oversaw a team of over 1,000 personnel that accounted for nearly 6 million cubic yards of debris removal. This work included implementation and tracking of Private Property Debris Removal (PPDR) programs within each of the seven counties managed.

Severe Flooding (2017)**South Carolina Emergency Management Division**

Mr. McLendon was retained by the SCEMD to serve as a Senior FEMA PA Policy Advisor in support of project worksheet formulation for the October 2015 flooding event that impacted much of central South Carolina. Mr. McLendon oversaw a team of Project Specialists in drafting and versioning project worksheets.

Hurricane Matthew (2016)**St. Johns and Flagler Counties, Florida**

Mr. McLendon served as Principal in Charge for the debris monitoring mission in St. Johns County and Flagler County, Florida following Hurricane Matthew. Chuck oversaw the removal of more than 1.1 million cubic yards of debris from public and private roads as well as debris removal efforts along nearly 27 miles of county-maintained beach. In addition to providing daily oversight of the debris removal mission, Mr. McLendon was regularly relied upon by County staff for policy guidance related to the County's overall recovery effort.

Severe Flooding (2015)**Clarendon County, South Carolina**

Mr. McLendon provided on-site technical assistance to Clarendon County following a catastrophic flooding event in 2015. Chuck assisted the County with coordination and communications with the South Carolina National Guard in the repair of County-maintained roadways. Mr. McLendon also assisted with various procurements associated with temporary and permanent repairs while helping the County to develop a system to track materials used for roadway stabilization/repair.

Severe Flooding (2014)**Escambia County, Florida**

Mr. McLendon served as the Recovery Program Manager for Escambia County, Florida following a 500-year flooding event that resulted in upwards of \$100 million in damages to Escambia County. Mr. McLendon assisted with the damage assessment documentation process, procured engineers and contractors for both temporary and permanent repairs, and helped the County Public Works Dept. with overall reimbursement efforts.

Hurricane Isaac (2012)**Jefferson Parish, Louisiana**

Mr. McLendon served as Principal in Charge and Project Manager to Jefferson Parish following Hurricane Isaac in 2012. A very minor hit in comparison to Hurricane Katrina, the County still had very high expectations for a rapid debris removal program. Mr. McLendon organized a strong team that provided right of way debris removal as well as staffing at citizens convenience sites.

Northern Alabama Tornadoes Debris Monitoring (2011)**U.S. Army Corps of Engineers**

Mr. McLendon served as Principal in Charge in supporting a QC team activated to support the debris management mission in Tuscaloosa, AL following the 2011 northern Alabama tornado outbreak. Mr. McLendon was essential in ensuring that the project was properly staffed with trained individuals to support the USACE mission.

Hurricane Irene (2010)**Virginia Department of Transportation**

Mr. McLendon served as Principal in Charge for recovery efforts on behalf of the Hampton Roads District of the Virginia Department of Transportation following Hurricane Irene. Mr. McLendon provided senior advisory services and oversight of a team to provide FEMA PA / FHWA ER reimbursement services for the District.

Deepwater Horizon Oil Spill (2010)**Escambia and Santa Rosa Counties, Florida**

Mr. McLendon provided comprehensive field environmental and reimbursement services to Escambia and Santa Rosa Counties, Florida (located in the Florida Panhandle) following the Deepwater Horizon Oil Spill. Mr. McLendon led efforts to procure containment boom contractors as well the program management of daily containment boom operations. Mr. McLendon was also responsible for implementing a large-scale training program for County staff and volunteers on OSHA's Hazardous Waste Operations and Emergency Response Standard (HAZWOPER).

Hurricane Ike (2008)**Galveston County and City of Galveston, TX**

Mr. McLendon oversaw the debris removal effort for Galveston County and the City of Galveston, Texas following Hurricane Ike in 2008. Upwards of 10 million cubic yards of debris was removed County-wide under Chuck's direction. Debris removal programs included right of way, private property debris removal (PPDR), commercial debris removal, dead animal carcasses, hazardous waste, and white goods.

Hurricane Ike (2008)**Texas Department of Transportation**

Mr. McLendon served as Principal in Charge for disaster recovery services to the Beaumont District of TXDOT following Hurricane Ike. Mr. McLendon oversaw a team to assist the District with debris monitoring as well as overall FEMA PA reimbursement services.

Hurricanes Katrina and Gustav (2007-2009)**City of New Orleans, Louisiana**

Mr. McLendon served as Principal in Charge for several recovery efforts for the City of New Orleans including the City's residential demolition program following Hurricane Katrina as well the overall response effort following Hurricane Gustav. Mr. McLendon assisted project management staff in the development of a complex legal and environmental process to allow for the demolition of flood-damaged structures to occur within the City and oversaw the demolition of some 2,000 residential structures. This work included a complex legal condemnation process, selective salvage of historically significant architectural items, environmental testing, utility disconnects, and environmental monitoring. Later, Mr. McLendon served as Principal in Charge for debris management efforts in the City following Hurricane Gustav.

Hurricane Ivan (2004)**Escambia County, City of Pensacola, and FDOT District 3, Florida (2004)**

Hurricane Ivan devastated northwest Florida. Mr. McLendon served as Principal in Charge for recovery efforts to Escambia County, the City of Pensacola, and Florida DOT District 3. Mr. McLendon assisted the County in putting together the legal substantiation for the County to receive approval for a major private property debris removal program including both vegetative debris and sand removal from residential structures on the beach. Upwards of 8 million cubic yards of debris was removed from County and City right of ways, private property, and county beaches.

Hurricanes Charley, Frances, and Jeanne**City of Orlando, FL (2004)**

Prior to Hurricane Charley impacting the City of Orlando, Mr. McLendon was assisting the City with its transition from manual garbage collection to automated collection. Given the urgency of the debris removal effort, Mr. McLendon was requested by the City to assume debris monitoring efforts after an initial period of force account debris monitoring. Within 48 hours of the request, Mr. McLendon assembled a team to provide truck certification, right of way monitoring, and debris management site monitoring. He also assisted the City in staffing multiple citizens convenience sites that were rapidly opened over concerns of flying debris from multiple subsequent hurricane events that same year.



15+ YEARS OF EXPERIENCE

250+ PROJECTS

\$4.5B REIMBURSED INVOICES

Areas of Expertise

Program Development
Documentation Management
Private Property Debris Removal
Debris Removal Planning
Debris Removal Monitoring
Packet Management
Geospatial Reporting

Grant Experience

FEMA-PA
NRCS-EWP
FHWA-ER
CDBG-DR

Disasters

4240 VALLEY AND BUTTE FIRES
4084 HURRICANE ISAAC
1971 AL TORNADOES
1791 HURRICANE IKE
1763 IA FLOODING
1609 HURRICANE WILMA
1602 HURRICANE KATRINA
& SEVERAL MORE

Certifications

OSHA 40-Hour Asbestos Training
IS-632: Debris Operations
HSEEP-Certified
OSHA Asbestos Health and Safety
IS-30: Mitigation Grants System
IS-100, 200, and 700: ICS and NIMS
IS-630: Intro to the PA Process

Ralph Natale

Senior Management Team

EXPERIENCE SUMMARY

Mr. Ralph Natale is the director of post-disaster programs for Tetra Tech, Inc. He leads the practices by developing programs, providing daily project support, and providing oversight and guidance to his team of project managers and projects. Mr. Natale is an expert in Federal Emergency Management Agency-Public Assistance (FEMA-PA) Grant Program reimbursement policies and has administered nearly 250 projects in his 15-year career.

Mr. Natale specializes in large scale responses and has served as a principal in charge or project manager in response to some of the country's largest debris-generating disasters, including 19 state level responses after major hurricanes, floods, and fire events. This includes managing and documenting the removal of over 66 million cubic yards (CYs) of debris, 1.7M hazardous trees, and the program management of debris collection and demolition of over 35,000 parcels on fire removal projects and over 200,000 environmental samples. These programs equate to over \$4.5B dollars of reimbursed invoices.

RELEVANT EXPERIENCE

Subject Matter Expert (Debris Documentation, Program Management, Grant Management)

Mr. Natale has served as a program manager and grant consultant for state and local governments during his extensive career in disaster debris industry. This includes the largest debris projects since Katrina for federal, State and local government work. Mr. Natale also supports missions as a senior consultant serving as a member of the State of Connecticut Emergency Operations Debris Task Force, where he was activated during the recovery operations following Hurricane Irene and Winter Storm Alfred.

Mr. Natale has also served on the following projects:

- Hurricane Ian (2022-Current)
- State of California Dixie Fire Response (2021 - current)
- Hurricane Ida (2021 - current)
- Hurricane Laura (2021 - current)
- State of California Camp Fire Response (2018- 2020)
- Hurricane Michael local and USACE response (2018-2019)
- NorCal Wildfires | USACE (2017–2018)
- Hurricane Harvey (2017-2018)
- Hurricane Ike, Severe Droughts, Floods | City of Houston, Texas (June 2009–Present)
- Winter Storms | State of Connecticut, Interagency Debris Management Task Force (August 2010–Present)

Principal in Charge/Senior Program Manager

As director of post-disaster programs for Tetra Tech, Mr. Natale has focused on developing and improving program management processes. These processes ensure the most efficient methods of managing debris removal programs to maximize federal reimbursement via the FEMA 325, and 327 guidelines. As a senior program manager, Mr. Natale ensures quality control and quality assurance of project managers' deliverables on all Tetra Tech projects. A representative list of projects he has worked on is included below.

Hurricane Ian

Following Hurricane Laura in September of 2022, Mr. Natale oversaw debris monitoring operations for many of Tetra Tech's Gulf Coast clients, including Collier County and associated cities with over 3,000 damaged homes and \$2 billion in damage. Documentation required simultaneous tracking of right-of-way (ROW), leaner/hanger/stumps (LHS), parks, and private road debris streams from multiple applicants, with the County alone generating over 1.3 billion cubic yards of storm debris.

Hurricane Laura

Following Hurricane Laura in August of 2020, Mr. Natale oversaw debris monitoring operations for over 11 communities and 1,000 personnel across Louisiana. This included the Calcasieu Parish/Lake Charles area, where at peak Tetra Tech had nearly 600 monitors working in conditions typical of a category 4 hurricane. Without power or infrastructure, the operational response plan was implemented, and our team had to mobilize and establish power and infrastructure for all the projects. This was completed successfully without any debris haulers having to wait on monitoring resources.

Hurricane Michael

Following Hurricane Michael in September of 2018, Mr. Natale oversaw debris monitoring operations for several communities in the Florida Panhandle and a USACE response in Georgia that covered 12 counties. The devastation was 250 miles wide for this category 5 storm, which included working in areas that had no power or electricity for well over a month. At peak, Tetra Tech had nearly 600 monitors working in the field. Documentation was created for almost 10 million cubic yards of debris. Work also included NRCS funding of nearly 25 miles of waterways through Bay County, FL.

Camp Fire Response

Mr. Natale serves as project manager and is responsible for oversight of debris and environmental work related to the hazardous material removal of over 12,000 parcels located in the County of Butte. This is possibly the largest debris operation in history with over 2 billion dollars in costs.

Northern California (NORCAL) Wildfire Response (November 2017-Present)

Mr. Natale serves as principal in charge for USACE ADMS services for all the work completed after the Northern California wildfires in 2015. This included debris and environmental services of over 8,000 homes and over 1 billion dollars in costs. Mr. Natale oversees the overall project management team and assists with staffing and logistics for this four-county response.

Florida Department of Environmental Protection (2016-2018)

Mr. Natale serves as principal in charge for FDEP waterways debris removal programs (wet debris). Unlike conventional debris removal programs that are well established every waterways program needs a level of customization. Mr. Natale has provided this oversight working with the State of Florida, FEMA, and the local counties that recovery was being conducted. Counties worked post Matthews and Irma include Nassau, St. Johns, Ventura, Brevard, Monroe, Collier, Lee.

California | Valley and Butte Fire (October 2015–2016)

Mr. Natale helped create and implement programs for several projects after the Valley and Butte fires of 2015, which burned over 150,000 acres of forests and destroyed over 2,000 homes, with recovery costs of over \$300 million. Each program developed was unique but necessary for the community as a whole to recover. Programs included geospatial live tracking of work completed and equipment deployed; mitigation of hazardous trees from rights of ways and private property that was fully funded by CalOES and FEMA; private property debris removal packet management and database support; and management of a unique mix of environmental scientists and debris specialists to provide documentation for remediation of asbestos and other contaminants left behind, including debris quantities. These clients included Lake County Public Works, CalRecycle (AJ Diani), CalRecycle (Sukut), and PG&E.

State of New Jersey | Hurricane Sandy Disaster Recovery Operations (October 2012–January 2013)

Mr. Natale supported debris monitoring efforts for seven separate municipalities and state agencies following Hurricane Sandy. These clients including but not limited to the City of Newark, City of Sayreville, Ocean Township, and the New Jersey Parks Department.

City of New Orleans; Jefferson Parish; and St. John the Baptist Parish, LA | Hurricane Isaac Debris Monitoring Operations (September–December 2012)

Mr. Natale oversaw the debris monitoring efforts following Hurricane Isaac. During this effort, our team monitored the collection and disposal of over 670,000 CYs of debris. Mr. Natale coordinated with several local governments, including the City of New Orleans, Jefferson Parish, and St. John the Baptist Parish.

State of Connecticut | Winter Storm Alfred Statewide Debris Monitoring Operations (October 2011–April 2012)

Mr. Natale oversaw efforts to coordinate with 12 individual local governments and 45 Connecticut Department of Transportation towns to collect more than 1.5 million CYs of vegetative debris and remove over 100,000 hazardous trees.

Mr. Natale has provided senior management on the following projects:

- City of New Orleans, Louisiana | Hurricane Katrina Residential Demolitions (April 2010–Present)
- Bastrop County, Texas | Wildfires (September 2011–August 2013)
- City of Cedar Rapids, Iowa | Severe Flooding (May 2010–June 2011)
- University of Iowa | 2008 Severe Flooding (March 2012–Present)
- City of Houston, Texas | Standing Dead Trees (May 2010–June 2011)
- Terrebonne Parish, Louisiana | Hurricane Ike (July 2010–February 2011)
- State of Connecticut Hurricane Irene (September 2011–November 2011)

Project Management

On large debris projects, Mr. Natale will be temporally relieved of his director duties by senior management support and focus on the management of a single project. As a result, Mr. Natale has managed some of the largest debris-generating projects in the country with great success.

City of Houston, Texas | Hurricane Harvey (August 2017- Present)

Hurricane Harvey caused an unprecedented Citywide flooding event with a total of 13 primary debris haulers responding. Mr. Natale helped create new systems and reports were developed to manage the debris haulers and support a live web feed on the Houston recovery webpage. To date the City and its debris haulers collected over 2.5 million cubic yards of flood debris. The project is expected to continue through the end of this year as residents continue to recover from this catastrophic event.

Town of Hilton Head Island, South Carolina | Hurricane Matthew (October 2016–June 2017)

Mr. Natale provided project management and oversight for the popular tourist destination, Hilton Head Island, following extensive damage caused by Hurricane Matthew. Within hours of the disaster, Mr. Natale was on-site to assess the damage and meet with Town officials. Mr. Natale managed the mobilization of a local team of debris monitors and established our automated debris management system (ADMS) for the City to provide real-time updates on the debris removal operations. In total, our team monitored the removal of 2,187,080 cubic yards of debris.

New Jersey Department of Environmental Protection (NJDEP) | Hurricane Sandy Waterway Debris Removal Project (February 2013–January 2014)

Mr. Natale developed and implemented many of the protocols and procedures to effectively manage the wet debris removal process. This has included the implementation of our proprietary automated debris management system (ADMS) technology, which has increased NJDEP's visibility to the day-to-day operations and provided real-time reporting of debris quantities. Due to Mr. Natale's excellent project management, NJDEP then tasked our team with monitoring the sediment removal process in the northern and southern region.

City of Houston, Texas | Hurricane Ike Disaster Debris Program Management (October 2008–July 2010)

Our response to the City of Houston following Hurricane Ike included the collection of over 5.5 million CYs of debris in 256 zones throughout the City. This also included 300 parks and open spaces. Mr. Natale also was tasked with managing the firm's largest hazardous tree removal program, involving the removal of over 214,000 hazardous trees accompanied by 630,000 photographs to document eligibility. Mr. Natale worked closely with the City of Houston to reconcile and provide detailed information of over \$110 million in invoices and over \$3 million in FHWA funds. Mr. Natale also helped reconcile and submit over \$9 million in force account labor.

6 YEARS OF
EXPERIENCE

13 DISASTERS

8.5M+ CYS OF
DEBRIS
REMOVED

Areas of Expertise

Disaster Debris Program Management

Right-of-Way/Right-of-Entry Debris
Removal

Private Property Programs

Leaner/Hanger Programs

FEMA Reimbursement

Grant Experience

FEMA PA

NRCS

Disasters

Central Texas Winter Storm

Hurricane Ian

Hurricane Laura

Easter Tornadoes

Hurricane Dorian

Hurricane Irma

California Wildfires

Hurricane Matthew

Key Training/Certifications

HAZWOPR 40-hour

Education

Technical College of the Low County,
Degree in Progress

EXPERIENCE SUMMARY

Mr. Greene is a management professional with 6 years of experience spent working on debris-related projects for Tetra Tech clients across the nation. He is adept in all aspects of debris monitoring and is knowledgeable on the required documentation to satisfy the requirements of multiple funding sources. Mr. Greene is responsible for the implementation of Tetra Tech's work plans, dispatching field personnel, staffing, safety procedures, field logistics, and training of personnel. He verifies eligibility and compliance; oversees collection and disposal operations; and coordinates directly with debris contractors, data managers, and project managers to meet the goals of each client.

RELEVANT EXPERIENCE

Project Manager (February 2023 – Present)

City of Austin, TX | Winter Storm

Mr. Greene is currently serving as the Project Manager for the City of Austin following the Central Texas Winter Storm in January of 2023. The project for the City is ongoing with three separate temporary debris sites, over 158 unique hauling units, and over 900,000 cubic yards of debris to date. Mr. Greene provides project oversight, training, and scheduling for both ROW collection and the Parks program.

Project Manager (September 2022 – February 2023)

Manatee County, FL | Hurricane Ian

Hurricane Ian struck Florida in September of 2022 and generated extensive damage as well as flooding as it crossed Central Florida. Manatee County activated Tetra Tech to assist as the monitoring firm for the clean up response that culminated in over 740,000 cubic yards of debris, with over 106 unique hauling units and five separate temporary disposal sites. Mr. Green worked as the Project Manager for the endeavor and oversaw the collection of vegetative debris, construction and demolition debris, as well as hazardous tree and limb removal.

Division Leader (October 2021 – September 2022)

CalRecycle Fire, CA | Central Division of the Dixie/Caldor Fire

Mr. Greene is serving as the division lead for 9 different counties in central California in response to the Dixie and Caldor fires. His responsibilities include the day to day coordination of approximately 100+ onsite staff, 18 debris task forces, 12 hazard tree removal teams, and 25 active disposal sites.

Project Manager (August 2021 – October 2021)

Audubon Nature Institute, LA | Hurricane Ida

Hurricane Ida swept through the Audubon Nature Institute in August of 2021 and Mr. Greene returned to assist in the recovery effort. He oversaw the collection of debris and hazardous trees for the Institute's golf course, park, and endangered species center.

Operations Manager (February 2021 – August 2021)**Department of Transportation, VA | Winter Storm**

Mr. Greene managed field operations for hazardous tree surveys along with the quality assurance and quality control of associated tree data.

Project Manager (October 2020 – January 2021)**Audubon Nature Institute, LA | Hurricane Zeta**

In the aftermath of Hurricane Zeta, Mr. Greene was mobilized to assist the institute with their clean up of the park, zoo, nature center, and endangered species center. Mr. Greene was responsible for staff training, logistics, and project oversight for the collection of 10,000 CYs of debris and 2,500 hazardous leaners and hangers.

Project Manager (September 2020 to October 2020)**Cities of DeQuincy and Vinton, LA | Hurricane Laura**

Making landfall as a Category 4 storm, Hurricane Laura had a devastating impact throughout the State of Louisiana. Mr. Greene served as project manager for the cities of DeQuincy and Vinton.

Responsibilities included:

- Establishing a staffing structure
- Hiring and training local field monitors
- Logistics, field oversight, and daily reporting

Project Manager (July 2020)**Colleton County, SC | Easter Tornado**

On the Monday after Easter a chain of severe storms swept across South Carolina, damaging over 1,500 homes. Colleton County activated Tetra Tech, under a pre-positioned contract to provide disaster debris monitoring services.

As Project Manager, Mr. Greene's project responsibilities included:

- Coordinating with City officials and debris removal contractors throughout operations.
- Managing staffing, project oversight, logistics and reporting.

Project Manager (November 2019 to December 2020)**City of New Bern, NC | Hurricane Dorian**

Following the exhaustive efforts of the City of New Bern, North Carolina's (City) force account team to clear roadways and public use areas of debris generated by Hurricane Dorian, Tetra Tech was engaged to oversee, monitor and reconcile the final reduction and disposal of debris.

Mr. Greene led our team's efforts to assist the City with post-disaster recovery which included daily project scheduling, tracking debris to final disposal, and documenting site remediation.

Project Manager (October 2019 to November 2019)**Colleton County, SC | Hurricane Dorian**

Mr. Greene managed Tetra Tech's engagement with Colleton County, SC following Hurricane Dorian. He was responsible for staff training and scheduling, logistics, field oversight and daily reporting.

Project Manager (September 2019 to October 2019)**Town of Summerville, SC | Hurricane Dorian**

Following Hurricane Dorian in September of 2019, Tetra Tech was tasked with oversight and documentation of the Town of Summerville's force account debris removal operation.

Mr. Greene worked closely with Town officials to coordinate debris removal and disposal activities by Town staff. He was directly responsible for providing daily progress reports and cumulative quantities of debris removal.

Branch Director (January 2019 to September 2019)**CalRecycle Fire, CA | Camp Fire**

Mr. Greene served as Branch Director during Tetra Tech's engagement with Cal Recycle following the most destructive wildfire in California State History.

Responsibilities included:

- Day-to-day coordination of approximately 40 field staff.
- Managing conflict resolution in the field, coordination with property owners, and ensuring the that the projects' Debris Removal Operations Plan (DROP) was adhered to.

Division Supervisor – (September 2018 to January 2019)**CalRecycle Fire, CA | Carr Fire**

Mr. Greene served as the Division Supervisor following the Carr Fire that destroyed more than 1,600 structures across 229,000 acres Northern California in July and August of 2018. He was responsible for oversight of field staff, ensuring that Tetra Tech's Health and Safety Plan was executed and followed, maintaining the integrity of field documentation and upward daily reporting of field activities in his assigned area with his direct reports.

Operations Manager (June 2018 to August 2018)**Danbury, New Fairfield, Southbury, Brookfield, Connecticut | Severe Storms, Tornadoes, and Straight-Line Winds**

In late May of 2018, Southwest Connecticut experienced one on of the most severe tornado outbreaks in State History. Tetra Tech was activated by multiple Cities and Town to oversee and document the removal of debris generated by this unprecedented event. In total, Tetra Tech documented the removal and disposal of nearly 200,000 cubic yards of FEMA eligible debris.

Mr. Greene served as field Operations manager for 4 affected communities. He was responsible for staff training and scheduling, truck certifications and coordinating field operations with debris removal contractors.

Operations Manager (November 2017 to June 2018)**USACE (Napa & Mendocino Counties, California) | Wildfire Disaster**

Mr. Greene served as Operations Manager associated with the remediation of over 500 properties that were damaged or destroyed during the Northern California wildfire of 2017. Mr. Greene was responsible for scheduling of staff, ensuring that all Tetra Tech and USACE safety protocols were strictly followed, oversaw daily reporting and quality control of all field documentation.

Operations Manager (October 2017)**Collier County, Florida | Hurricane Irma**

During recovery operations for Collier County, Florida following Hurricane Irma, Mr. Greene was brought in to oversee the initiation specialized debris removal programs, including right-of-way debris removal; processing, site management and haul-out; private road and gated community debris removal; leaner, hanger and stump removal; and waterway debris removal. Mr. Greene's experience and knowledge of specialized programs was essential in training new staff, establishing debris removal protocols in conjunction with the County's debris removal hauler, and ensuring Tetra Tech's reporting mechanism met the County's needs.

Operations Manager (September 2017)**Broward County, Florida | Hurricane Irma**

Less than a year after being impacted by Hurricane Matthew, Brevard County was again hit by Hurricane Irma. Tetra Tech monitored the collection of over 17,000 loads constituting nearly 654,000 cubic yards of debris.

At peak operations, Mr. Greene oversaw the day-to-day management of 55 monitors working in the field. Mr. Greene was part of Tetra Tech's immediate response team. Mr. Greene's responsibilities included on-boarding and training new staff, working with disposal site monitors to ensure efficient disposal operations and overseeing truck certification activities.

6 YEARS OF
EXPERIENCE

10 DISASTERS

Areas of Expertise

Disaster Debris Management

Right-of-Entry

Hazard Tree Eligibility

Monitor Training

Monitor Dispatch

Right-of-Way Debris Removal

Disposal Operations

Field Operations

Quality Assurance/Quality Control

Demolition Operations

Key Training/Certifications

40-H HAZWOPER

Flood Cleanup Awareness Training

Lead Risk Assessor

EXPERIENCE SUMMARY

Mr. Fanta Thitsaphaophandouang is an experienced field and operations manager with proven success supporting numerous projects for Tetra Tech. Fanta has been a key member of some of Tetra Tech's largest response missions in recent history, including multiple fires in California and hurricanes in Florida. Fanta has led disaster debris monitoring operations in Florida following Hurricane Irma, the Surfside building collapse, and Hurricane Ian. In addition to his extensive debris monitoring operations management experience, Fanta has also worked for Tetra Tech as a public liaison and site inspector during our Rebuild Florida engagement, gaining unique insight into engaging Florida communities in the wake of disaster. Fanta was chosen to lead our field operations teams for the City of Port Orange based on his proven capacity to manage complex operations following disasters. Thitsaphaophandouang (Fanta) is an experienced field and operations manager supporting numerous projects for Tetra Tech. Fanta has been a key member of some of Tetra Tech's largest Fire Response Missions in recent history. In addition to his extensive fire work, Fanta has also worked for Tetra Tech as a public liaison and site inspector during our Rebuild Florida engagement, a staff recruiter and operations manager.

RELEVANT EXPERIENCE

Operations Manager

Mr. Thitsaphaophandouang worked closely with data managers and ADMS specialists to document and track operations and deliver expeditious and accurate reporting to key stakeholders. His duties included overseeing the day-to-day operations of debris monitoring, training and scheduling of monitors, tracking of debris, and project QC. Additionally, he monitors site safety and maintains safety awareness to ensure a safe working environment for all personnel.

- Pinellas County, FL – Hurricane Irma, 2017
- Charlotte County, FL – Hurricane Ian, 2022
- Miami Dade, FL – Surfside Building Collapse, 2023

Area Leader

As an Area Leader for numerous fire response activations, Mr. Thitsaphaophandouang was responsible for supervising debris and tree operations, ensuring truck certifications, scheduling and training staff, and overseeing Quality Assurance and Quality Control of field documentation for multiple counties.

- CalRecycle – Northern Branch Complex Fire, 2020
- CalRecycle – Caldor Fire, 2021

Division Supervisor

As a Division Supervisor, Mr. Thitsaphandoiang's responsibilities included oversight scheduling and management of Task Force Leaders that were assigned to monitor and document debris removal efforts. Fanta was responsible for direct field oversight, upward reporting, Quality Assurance and Quality Control (QA/QC), health and safety, and field documentation.

- CalRecycle – Camp Fire, 2019

Site Inspector

Mr. Thitsaphaophandouang completed home inspections to assist Damage Claims Adjusters with cost of repair estimations. Inspections included interior and exterior structural documentation and measurement as well as an environmental inspection of the surrounding property.

- ReBuild Florida – Hurricane Irma, 2019

Task Force Leader – Disposal Site

As a Task Force Leader at the disposal site, Mr. Thitsaphaophandouang was responsible for completing a record of contract haulers' cubic yardage and other necessary recordkeeping on the load ticket, documenting each load ticket before permitting trucks to proceed from the check-in area to the tipping area, performing DOT vehicle certification of qualified participants, and documenting truck hauling compartment condition using digital photographs. In addition, the job requires documentation of QC 214's, disposal tower logs, debris/tree ticket logs, and any additional documentation received from the jobsite.

- Sonoma County, CA – NORCAL Fire, 2017
- CalRecycle – Thomas Fire, 2018
- CalRecycle – Carr Fire, 2018

5+ YEARS OF
EXPERIENCE

12 DISASTERS

Areas of Expertise

Project Coordination

Project Setup

Staff Training

Organization

QA/QC

Scheduling and Dispatch

Adherence to State Labor Laws

Key Training/Certifications

HAZWOPER 40

FEMA ICS-100

FEMA ICS-200

Disasters

4673 Hurricane Ian

5400 Dixie Fire

4558 North Branch Complex

4563 Hurricane Sally

4559 Hurricane Laura

3530 Hurricane Hanna

4476 TN Severe Storms

4465 Hurricane Dorian

4407 Camp Fire

4393 Hurricane Florence

4385 CT Severe Storms

4337 Hurricane Irma

Education

Hilton Head High, HS Diploma,
2014

Charleston Southern University

EXPERIENCE SUMMARY

Macy Moore is an accomplished administrative professional with five years of experience in the disaster recovery industry. Since joining Tetra Tech in 2017, she has supported projects in Florida, Alabama, Texas California, as well as multiple states along the Gulf and East coasts following hurricanes, tornadoes, and wildfires. Ms. Moore is responsible for onboarding, training, and assisting with the oversight of project coordinator teams to ensure that projects run smoothly and efficiently.

RELEVANT EXPERIENCE

Regional Project Coordinator (September 2022 –Present)

Florida | Hurricane Ian

Ms. Moore serves as the Regional Project Coordinator for multiple counties in southwest Florida including Collier, Charlotte, and Lee. As well as the central counties of Orange and Seminole. Ms. Moore's responsibilities include the hiring and oversight of local project coordinators, coordination between project management and field staff, HR and payroll liaison, and QA/QC of project documentation and time records.

Regional Project Coordinator (October 2021 – September 2022)

California | Dixie-Caldor Fire

Ms. Moore served as the on-site lead for Tetra Tech's response to the Dixie-Caldor Fire. She was responsible for conducting interviews for potential administrative staff, followed by their onboarding and initial training. Ms. Moore provided day-to-day support for operations and was responsible for the organization and tracking of licenses used for Tetra Tech's Tetraforms system.

Regional Project Coordinator (November 2020 – October 2021)

California | North Branch Complex Fire

Ms. Moore served as the on-site lead for Tetra Tech's response to the North Branch Complex Fires. She provided onsite training and support for administrative staff while processing timesheets for 150+ employees, ensuring that they were in compliance with state policies and labor laws.

Regional Project Coordinator (September 2020 – November 2020)

Alabama, Florida, Louisiana | Hurricane Laura, Hurricane Sally

Ms. Moore served as a Regional Project Coordinator across various projects in Alabama, Florida, and Louisiana. She assisted with the training of local project coordinators, managing day to day office duties, and providing immediate on-site support.

Project Coordinator (July 2020 - August 2020)

Edinburgh, TX (Remote Support) | Hurricane Hanna

Ms. Moore provided remote support for projects in Texas in response to Hurricane Hanna in 2020. This included the onboarding of field monitors, I9 processing, and payroll assistance.

Project Coordinator (April 2020-May 2020)**Tennessee | Hamilton County and City of Chattanooga**

Ms. Moore served as the project coordinator for the projects of Hamilton County and City of Chattanooga in Tennessee following a tornado in April of 2020. She was responsible for onboarding and training field monitors, hiring local project coordinators, and monitoring Tetra Tech's time keeping system.

Project Coordinator (September 2019-October 2019)**South Carolina (Remote Support) | Hurricane Dorian**

Ms. Moore provided remote support for projects in South Carolina in response to Hurricane Dorian in 2019. This included the onboarding of field monitors, I9 processing, training, and monitoring of Tetra Tech's field time keeping system.

Project Coordinator (January 2019-September 2020)**California | Camp Fire**

Ms. Moore served as a Project Coordinator for Tetra Tech in response to the Camp Fire in Northern California. She was responsible for processing the time logs of all Tetra Tech and subcontractor employees, coordinating with payroll and HR, and ensuring adherence to State labor laws. During the final months of the project, Ms. Moore assisted with QA/QC of ROE (Right of Way) documentation and other final reporting tasks.

Project Coordinator (September 2018- December 2018)**North Carolina | Hurricane Florence**

Ms. Moore served as a Project Coordinator where she assisted with initial project setup and onboarding of local field staff. She was responsible for managing office duties, payroll and HR correspondence, and field monitor training.

Project Coordinator (June 2018–August 2018)**Connecticut | Severe Storms**

Ms. Moore served as the project coordinator for the Brookfield and New Fairfield projects in Connecticut following a macroburst tornado in June of 2018. She was responsible for processing payroll and Health and Safety documentation and served as a liason between field and office staff. Ms. Moore also assisted with debris monitoring and disposal sites, and documentation of the haul out process.

Project Coordinator (September 2017 – April 2018)**Florida | Hurricane Irma**

Ms. Moore assisted with day-to-day operations of Tetra Tech's response to Miami Dade County, Miami Dade County Parks, and the City of Miami. She was responsible for managing office duties, payroll and HR documentation, and assisted with training of field staff.



7 YEARS OF
EXPERIENCE**11** DISASTERS

Areas of Expertise

Right-of-Way Debris Removal

Waterway Debris Removal

Data Management

QA/QC

Data Analysis

Project Reporting

Truck Certification

Aerial Imaging

Grant Experience

FEMA PA Category A

Key Training/Certifications

CompTIA A+, Network+ and

Security+ Certifications

HAZWOPER

Education

College of Charleston, BS in Biology &

Political Science

EXPERIENCE SUMMARY

Mr. Eason is a data manager with expertise in geographic information systems, documentation management, quality assurance/quality control (QA/QC), database management, and reporting. He has an in-depth understanding of federal emergency management agency (FEMA) eligibility, documentation requirements, and Tetra Tech's proprietary automated debris management system (ADMS) technology.

RELEVANT EXPERIENCE**Lead Data Manager**

As lead data manager, Mr. Eason was responsible for multiple functions during debris removal activities, including reporting and quality assurance/quality control of all automated debris management system (ADMS) documentation in the field along with storing the documentation in preparation for future audits. He trained incoming data managers and validated documentation and metrics being reported as accurate and on-schedule.

- Sarasota, FL: Hurricane Ian (2023)
- FL Department of Environmental Protection: Hurricane Ian (2022)
- Calcasieu Parish, LA: Hurricane Laura Drainage Laterals (2021-2022)
- VA Department of Transportation: Winter Storm (2021)
- Hamilton County, TN: Severe Storms and Tornadoes (2020)

Data Manager**Calcasieu Parish, LA | Hurricane Laura**

As data manager, Mr. Eason was responsible for multiple functions during debris removal activities, including reporting and quality assurance/quality control of all automated debris management system (ADMS) documentation in the field along with storing the documentation in preparation for future audits.

- Calcasieu Parish, LA: Hurricane Laura (2020-2021)
- Bay County, FL: Hurricane Michael (2019-2020)
- Collier County, FL: Hurricane Irma Waterways (2018)
- Monroe County, FL: Hurricane Irma (2017-2018)
- Corpus Christi, TX: Hurricane Harvey (2017)

Operations Manager

As operations manager, Mr. Eason was responsible for the implementation of Tetra Tech's work plans, data staffing, and training. Mr. Eason's duties included accounting, administrative tasks, and QA/QC Review of Camp Fire IPR Final Report of SSFs prior to FEMA submission.

- CalRecycle, CA: Camp Fire (2020)

Field Supervisor

Mr. Eason served as a field supervisor where he was responsible for the quality control of all ADMS documentation in the field, along with storing the documentation in preparation for future audits. Mr. Eason also trained local monitors and provided field supervision of debris monitors.

- Dickinson, TX: Hurricane Harvey Waterways (2019)
- Hilton Head Island, SC: Hurricane Matthew (2016-2017)
- Beaufort County, SC: Hurricane Matthew (2016-2017)

Quality Control Manager

Mr. Eason served as quality control manager where his responsibilities included verifying and tracking equipment and resources deployed to the City to remove vegetative debris away from existing powerlines.

- CalRecycle, CA: Camp Fire (2018-2019)

3 YEARS OF
EXPERIENCE**4** DISASTERS**Areas of Expertise**

- Project Management
- Staff Training
- Dispatch and Scheduling
- Debris Removal Operations
- Hazardous Tree Eligibility
- QA/QC

Disasters

- Hurricane Laura
- CalRecycle Northern Branch
- VDOT Severe Storms
- Hurricane Ian

Key Training/Certifications

- 40 Hour Hazwoper
- Certified Environmental Specialist

Education

SOWELA Technical Community
College, Nursing (RN), August 2018-
August 2020

High School Diploma, LaGrange High
School, 2012

EXPERIENCE SUMMARY

Ms. Morris is a motivated field supervisor that facilitates recovery efforts for disaster areas. As someone who has been affected by a natural disaster, she has supported multiple hurricane and wildfire projects to provide program management and monitoring services. Ms. Morris has a thorough understanding of FEMA and reimbursement documentation requirements and coordinates with monitoring staff and contractors to exceed client expectations. Most recently, she has been assisting clients on the Florida west coast following the 2022 hurricane season.

RELEVANT EXPERIENCE**Project Manager**

As a project manager, Courtney is responsible for overseeing various aspects of daily operations, including scheduling, health and safety management, field oversight, and quality assurance and quality control to ensure successful completion of the project. Additionally, this position includes managing inventory, equipment distribution, and field staff management to guarantee efficiency. She possesses excellent organizational and leadership skills to achieve objectives while maintaining a high standard of quality and safety.

- Hurricane Ian – Florida Department of Environmental Protection (FDEP) - Delnore Wiggins Pass State Park

Field Supervisor

As a field supervisor, Ms. Morris was responsible for the quality control of debris site/tower monitors, field coordinators, project inspectors, and additional locally hired field supervisors and ensuring that documentation being captured is FEMA-compliant during debris removal operations.

- Hurricane Laura - Lake Charles, LA
- Hurricane Laura - Lake Charles Private Property Debris Removal (PPDR)
- Virginia Department of Transportation (VDOT) Culpepper District VA I64
- Hurricane Ian- Collier County, FL

Crew Leader

Serving as a Crew Leader, Ms. Morris is responsible for cooperatively coordinating with contractors, site inspection teams, and project management staff to accurately document all aspects of the debris removal process. Focusing on hazardous tree removal, she closely monitors cut crews and maintains a strong knowledge of debris classification and eligibility, as well as health and safety protocols.

- Northern Branch Fires - CalRecycle

Field Debris Monitor

Ms. Morris is responsible for monitoring and documenting the removal of hazardous material, ensuring that only eligible debris is collected for loading and hauling. This included recording information for load tickets, monitoring contractor safety, and reporting any damage resulting in the removal of debris.

- Hurricane Laura - Lake Charles, LA

2 YEARS OF
EXPERIENCE**6** DISASTERS**Areas of Expertise**

Supervision of Field Operations

Disaster Debris Monitoring

Dispatch and Scheduling

Key Training/Certifications

HAZWOPER 40

OSHA 10

Education

Robertsdale Highschool, Diploma

EXPERIENCE SUMMARY

Mr. Zayde Abiyati is an experienced field supervisor who has supported multiple projects for Tetra Tech following 6 major disasters. Mr. Abiyati efficiently communicates with field monitors and other site personnel by delegating tasks, de-escalating issues, and documenting any issues or statuses while following project guidelines.

RELEVANT EXPERIENCE**Task Force Leader (November 2022 – Present)****Siskiyou Fire | Siskiyou County, CA**

Mr. Albiyati currently serves as a Task Force Leader for Tetra Tech in response to the Siskiyou Fires in Northern California. His daily responsibilities include monitoring the assessment and removal of hazardous trees and debris and QA/QC of project documentation.

Operations Manager (September 2022 – November 2022)**Hurricane Ian | Orange County & Winter Park, FL**

In response to Hurricane Ian in late September 2022, Mr. Albiyati deployed to Florida where he served as an operations manager on the Winter Park and Orange County projects. During this time, his responsibilities included the hiring and training of local field staff, truck certification, overseeing day-to-day aspects of debris removal operations, and QA/QC of project documentation.

Task Force Leader (August 2022 – September 2022)**2022 New Mexico Fires | Las Vegas, NM**

Mr. Albiyati served as a Task Force Leader while working in New Mexico following the fires in 2022. He was responsible for monitoring debris removal and worked closely with field monitors and supervisors, as well as the data team to ensure Quality Assurance and Quality Control (QA/QC).

Field Supervisor (January 2022 – June 2022)**VA Winter Storms | Charlottesville, VA**

Mr. Albiyati was responsible for overseeing the daily operations of a team of field monitors. The project goals included monitoring and documenting the removal of hazardous debris. Mr. Albiyati's responsibilities included recording information for load tickets, monitoring contractor safety, and reporting any damage.

Area Leader (June 2021 – December 2021)**Northern Branch Fires | Chico, CA.**

Mr. Albiyati served as an Area Leader for the California Northern Branch Fires response project which included hazardous tree assessment and hazardous tree removal. He managed a team of disposal monitors in the removal of both debris and hazardous trees across multiple counties.

Field Monitor (March 2021 – June 2021)**VDOT Winter Storm | Petersburg, VA**

Mr. Albiyati monitored and documented the removal of hazardous debris and trees. His responsibilities included recording information for load tickets, monitoring contractor safety, and reporting any damage resulting in the removal of debris.

Field Debris Monitor (September 2020 – March 2021)**Hurricane Ida | Baldwin County, AL**

Mr. Albiyati was responsible for monitoring and documenting the removal of hazardous debris and trees. Which included recording information for load tickets, monitoring contractor safety, and reporting any damage resulting in the removal of debris.

13 YEARS OF
EXPERIENCE

Areas of Expertise

Accounting

Fixed Assets

Oracle

Peoplesoft

Key Training/Certifications

Certified Public Accountant

Education

Bachelor of Science in Accounting
in Managerial Accounting, Florida
State University, 2006

EXPERIENCE SUMMARY

Mr. Geoff Reinhart is an experienced CPA with both public and private sector experience. As a billing and invoice analyst at Tetra Tech, Mr. Reinhart is responsible for reconciling contractor invoices and performing quality control on data to ensure that all FEMA guidelines for debris removal monitoring are successfully fulfilled.

Most recently, Mr. Reinhart has been providing billing and invoicing analysis services to all Tetra Tech's projects related to Hurricane Ian. Following the disaster, Tetra Tech was activated by more than 40 clients. Mr. Reinhart has been performing cost/budget and margin analyses and reviewing invoices and accruals.

RELEVANT EXPERIENCE

Billing and Invoice Analyst (April 2019 - Present)

Tetra Tech | Orlando, FL

Responsible for reconciling contractor invoices for debris removal and corresponding services. Ensured contractor invoice payment packages were submitted to the client in a timely manner.

- Performed QA/QC on data points required for payment recommendation
- Managed team of analysts to ensure QA/QC processes were performed accurately and efficiently
- Verified FEMA guidelines for debris removal were met

Audit Senior (July 2018 to April 2019)

Forehand & Associates | PA - Orlando, FL

- Oversee multiple full-cycle financial statement audits and reviews from the planning stage through issuance.
- Financial Statement preparation for all assigned engagements, including Income Statement, Balance Sheet, Statement of Cash Flow, Disclosures & Supplementary Information required by the users of the Financial Statements.
- Design and perform analytical procedures/analysis to detect unusual financial statement relationships.
- Perform internal control analysis and substantive procedures. Identify and communicate accounting and auditing matters to managers and partners.
- Identify and communicate accounting and auditing matters to managers and partners.
- Propose adjusting journal entries and discuss audit findings with key management and / or owners.
- Document audit procedures and cross reference work papers.
- Key role in launching two firm-wide software implementation projects.

Accounting Manager (January 2017 to July 2018)

Lowndes, Drosdick, Doster, Kantor & Reed, PA | Orlando, FL

- Lead and manage five of the Firm's ten Finance professionals, including selection/hiring, delegation of duties, performance management, development and training with indirect oversight of the remaining five members.
- Responsible for overseeing all aspects of the month-end and year-end close as well as maintenance of all accounting ledgers including monthly review of all account reconciliations and journal entries.

- Review all Operating account disbursements on a weekly basis prior to sending to the Admin. Committee for approval.
- Perform analytical procedures/analysis on the preliminary financial statements prior to close.
- Complete oversight and preparation of the annual budget.
- Prepare the monthly and quarterly Board of Directors reporting package.
- Prepare the weekly financial cash forecast.
- Ongoing assessment of current controls to ensure accuracy of financial reporting and develop controls as needed.
- Manage and lead special projects and prepare ad-hoc reports as needed.
- Oversight and management of the Firm's new Accounts Payable application as well as the implementation of the Trust Reserve feature and Direct Deposit program for employee Expense Reimbursements.

Assistant Controller (May 2016 to December 2016)

Transaction Data Systems | Orlando, FL

- Oversee all aspects of month-end close for parent company and three subsidiaries.
- Prepare GAAP & Proforma Financial Statement Reporting Package, including: Income Statements, Balance Sheets, Statements of Cash Flow, Key performance Indicator Reports, Quality of Earnings Reports, and various Ad Hoc reports as needed.
- Review the work completed by the Parent Company's Accounting Manager & subsidiary's controller, including the monthly reconciliation package and all journal entries.
- Perform analytical procedures/analysis on the financial statements.
- Assist in the preparation of the annual budget using key assumptions and prior year knowledge.
- Prepare monthly and quarterly financial update presentations for the Board of Directors.
- Prepare weekly financial snapshots for the CEO & Controller.
- Manage the needs of the external auditors to ensure the process is as efficient and effective as possible.

Staff Auditor II (April 2014 to May 2016)

EY | Orlando, FL

- Conduct comprehensive financial audits and agreed-upon procedures.
- Perform analytical procedures/analysis to detect unusual financial statement relationships.
- Perform internal control and substantive procedures. Identify and communicate accounting and auditing matters to seniors and managers.
- Propose adjusting journal entries and discuss audit findings with clients. Identify and communicate accounting and auditing matters to seniors and managers.
- Prepare PBC lists and confirmation requests.
- Document audit procedures and cross reference work papers.
- Create management representation letter comments and recommendations and draft audit reports for management review.

Lead Staff Accountant (December 2007 to March 2014)

Stanton & Gasdick, PA | Orlando, FL

- Oversee firm-wide accounting including the daily activities of three staff accountants.
- Personally manage seven timeshare escrow accounts and oversee all postings.
- Responsible for month-end General Ledger review and adjustments as well as yearly 1099 preparations.
- Oversee Accounts Payable and Accounts Receivable as well as firm-wide billing.
- Ensure all trust accounts are in compliance with Florida's trust account guidelines.
- Simultaneously complete timeshare funding as well as firm-wide incoming and outgoing wires.



20 YEARS OF
EXPERIENCE

Areas of Expertise

- GIS Programming
- ESRI Enterprise Geodatabase and Services
- GNSS Survey Grade Data Collection
- ArcGIS Pro / ArcMap Operation and Support
- ArcGIS Server and AGOL Administration

Training/Certification

- GISP - URISA

Education

Florida State University
Master of Science, Geography,
2004

Louisiana State University
Bachelor of Science, Geography,
1999

EXPERIENCE SUMMARY

Mr. Casey Ogden has more than 20 years of experience in Geographic Information Systems (GIS), with experience with the ESRI suite of products. He holds a Master's degree from the Florida State University with a Certificate of Emergency Management, as well as, a Bachelor's Degree from Louisiana State University in the field of Geography. As the geospatial applications manager, Mr. Ogden manages a team of five GIS personnel and is responsible for developing GIS applications that are efficient, accurate, and cutting edge.

RELEVANT EXPERIENCE

GIS Applications Manager (September 2022 – Present)
Hurricane Ian Response | Multiple Jurisdictions

Making landfall as a large category 4 storm, Hurricane Ian left devastating effects across the state of Florida. Mr. Ogden serves as a GIS Applications Manager and has authored web applications using ESRI's web app builder and dashboard platforms to depict live debris pick-up locations and incident reporting. Of these, custom dashboards were created per client specification to meet the public needs both internally and externally.

GIS Applications Manager (July 2022 – Present)
Ashbritt | USACE

Mr. Ogden has initiated a Smartsheet/web application integration for real-time property status updates. Additionally, he has introduced site assessment and tree tag mapping automation techniques.

GIS Applications Manager (April 2022 – Present)
CA, Office of Emergency Services

Mr. Ogden has produced a toolset for boundary maps that aid in wildfire management for the Office of Emergency Services in California. This includes functions that calculate tree hazard status, provide buffer analysis, and generate parcel boundary maps.

GIS Applications Manager (April 2022 – August 2022)
Harris County

Mr. Ogden is responsible for automating day/night noise level reporting to include measurements to nearest roadways, railroads, airports, and managing map book production for debris zone map books.

GIS Developer (June 2021–May 2022)
NASA (Genex Systems)

Mr. Ogden created an ArcGIS web app builder site that links data submitted for personnel to the reserved parking dataset by applying immediate calculation attribute rules developed using Arcade expressions in ArcGIS Pro. This application also incorporates validation attribute rules and smart editor rules to restrict editing capability and manage data content. This JSC Parking Application includes an editor, security viewer and viewer site, and replaces the existing parking management system.

Assistant CTO and GIS Team Lead (Jan 2017–May 2017)

Mr. Ogden automated Coastal Risk Rapid Assessment / Risk Footprint reports by utilizing ArcGIS Modelbuilder and Python scripts, turning a 3-hour process into a 1 minute runtime, and allowing the user the ability to enter an address and receive a comprehensive flood report for any address in the United States. Established various property specific tools that determine flood vulnerability by analyzing Parcels, Light Detection and Ranging (LIDAR), Tidal Gauges, Flood Zones (NFHL), and Storm Surge models (SLOSH). Product outputs include graphs, tables, and maps in a variety of formats, csv, excel, pdf, and images.

GIS Manager (Nov 2015–Sept 2016)**NAVY, NRJ (Capstone Corporation)**

Mr. Ogden assisted Navy Region Japan's Emergency Management Division by maintaining the 'One Clear Picture' GIS web application. Duties included providing training to military personnel on techniques to broadcast Emergency Incidents to the region and establishing links/feeds from Disaster Monitoring Agencies.

GIS Specialist (Oct 2014–Oct 2015)**NOAA, (Cyberdata Technologies)**

Mr. Ogden created and fully automated GIS tools that parse ASCII files to display Tropical Cyclone Rainfall and Hurricane Best Track operational products. The mapping product that he developed, and is now in production, is the Arrival of Tropical Storm Force Winds.

GIS/Mobile Data Collection Manager (August 2012–June 2014)**Cablevision Systems**

As GIS lead, Mr. Ogden managed contracts related to LIDAR and high-resolution aerial imagery in South Florida, Los Angeles, and New York. With this technology, he performed Equivalent Power Flux Density (EPFD) analysis of potential service towers and directed site survey efforts to determine possible interference with alternative Direct Broadcast Satellite (DBS) providers. Additionally, he was responsible for identifying serviceable homes based on line of sight/diffraction analysis and parcel/tax roll databases, which were the drivers for site selection, sales territory development and the mapping application utilized by door-to-door sales team. He also developed process to automate publishing of ArcGIS Server web services to report Wi-Fi antenna performance changes, as well as co-developed Wi-Fi coverage prediction tool to measure dB loss from access point to potential customer residences.

13+ YEARS OF
EXPERIENCE

8 DISASTERS

Areas of Expertise

Field Operations and Oversight
QA/QC
Environmental Remediation
Debris Monitoring
Project Management
Scheduling and Dispatch
Truck Certification
Automated Debris Management
System (ADMS)
Environmental Cleanup

Disasters

VDOT Severe Winter Storm
Hurricane Nicolas
4559 Hurricane Laura
5278 Camp Fire
4393 Hurricane Florence
4337 Hurricane Irma
4332 Hurricane Harvey
1791 Hurricane Ike

Key Training/Certifications

OSHA HAZWOPER 40-hour
8 Hr HAZWOPER Supervisor
FEMA ICS-100
FEMA ICS-200
FEMA ICS-700
FEMA ICS-800

EXPERIENCE SUMMARY

Mr. Dragon has over 13 years of experience on over 8 disasters in environmental remediation, cleanup, and debris removal monitoring. **Mr. Dragon has responded to several major hurricanes (Hurricanes Laura, Florence, Irma, Harvey, and Ike), and California Camp Fire for clients involving over 250,000 CYs of debris, including: Virginia Department of Transportation; Calcasieu Parish, LA; Harris County, TX; City of Houston, TX on 2 projects and Miami-Dade County, FL.** He has experience verifying eligibility and compliance; overseeing collection and disposal operations, and coordinating directly with debris contractors, data managers, and project managers to facilitate the success of fast-moving debris operations projects. Projects have included some of the nation's largest debris monitoring projects in recent history including serving as project manager for Calcasieu Parish, Louisiana's Hurricane Laura response, which accounted for nearly 7 million cubic yards of debris. He also served as project manager assisting the City of Beaufort, NC following Hurricane Florence. In addition to debris management experience, Mr. Dragon has over eight years of experience overseeing emergency commercial and residential emergency water and fire damage remediation work.

Mr. Dragon was chosen for this project due to his experience in successfully leading large debris removal monitoring projects.

RELEVANT EXPERIENCE

Regional Project Manager (October 2022 – Present)

Collier County, FL | Hurricane Ian

Tetra Tech provided disaster response monitoring services to the state of Florida following Hurricane Ian in October 2022. Making landfall as a category 4 storm, Hurricane Ian left a path of destruction which devastated the area. Mr. Dragon mobilized to Collier County and is serving as Regional Project Manager, overseeing all facets of debris removal operations. He is actively recruiting and training new local monitoring staff, Overseeing project financials, as well as gauging the respective client satisfaction and contract requirement fulfillment, ensuring the project runs smoothly and efficiently.

Regional Project Manager (January 2022 – Present)

State of Virginia Department of Transportation | Severe Winter Storm 2022

Serves as the Regional Manager for the 3 project areas, overseeing all facets of debris removal operations. Conducted and coordinated initial damage and debris quantification surveys for initial debris estimates. Coordinating recruiting and training of new local monitoring staff. Developed debris removal operations plans for all 3 district areas with the respective Project Managers for the cutting and removal of downed and broken trees throughout the areas. Oversees project financials and overall project health, as well as gauging the respective client satisfaction and contract requirement fulfillment.

Project Manager (August 2021 – September 2021)**Harris County, TX | Hurricane Nicholas**

Served as the Project Manager for Harris County TX following Hurricane Nicholas. Mr. Dragon was responsible for staffing, training, field supervision, and the health and safety of field monitors. He also oversaw collection and disposal monitoring operations.

Project Manager (September 2020 – Present)**Calcasieu Parish, LA | Hurricane Laura**

Following Hurricane Laura in September 2020, Calcasieu Parish was completely devastated. The Tetra Tech team was in contact with Parish officials before, during, and immediately after the Hurricane's impact. As part of the project management team, Mr. Dragon was quickly deployed to coordinate with Parish Officials, initiate operations, and oversee the training and hiring of more than 470 local debris monitors. The project also required identification and permitting of 15 debris management sites. Our team **monitored the removal over nearly 7 million cubic yards of debris** and over 40,000 hazardous limbs and trees. Mr. Dragon opened the PPDR intake center to collect applications and oversaw the intake process. Following intake center operations, field property surveys were completed to collect private property debris quantities and evaluate structural damage for potential demolitions. Currently, the project is in the final QA/QC stages for FEMA submission to seek parcel improvements to prepare for debris removal operations to commence thereafter.

Environmental Project Manager (September 2019 – Present)**State of Texas GLO and Harris County Texas | Hurricane Harvey CDBG-DR Program**

Oversight of all inspections scheduling for various inspectors conducting inspections from lead based paint testing, environmental assessments, and interior damage assessments for the reconstruction/rehabilitation and reimbursement programs for damage resulting from the flooding during Hurricane Harvey in 2018. Coordinated with various staff to ensure timely production and submission of the final deliverable documentation. Coordinated and conducted weekly meetings with the clients to ensure contract requirements and timelines were tightly adhered to.

Deputy Operations Section Chief – Inside Paradise West (January 2019-September 2019)**CalRecycle | Camp Fire, CA**

Mr. Dragon served as the Deputy Operations Section Chief overseeing the debris removal operations for the west portion of the City of Paradise, CA following the November 2018 Camp Fire. The project was projected to require the demolition and debris removal of nearly 17,000 structures.

General Foreman**PG&E | Accelerated Wildfire Risk Reduction (AWRR) Program**

Mr. Dragon served as a general foreman overseeing quality assurance and quality control (QA/QC) of vegetation removal near PG&E powerlines. As a general foreman, Mr. Dragon was responsible for coordination dispatch and field oversight of over 50 certified arborists performing QA/QC of designated tree and brush removal.

Project Manager**City of Beaufort, NC | Hurricane Florence**

Mr. Dragon served as the initial project manager for the City of Beaufort following Hurricane Florence. Mr. Dragon met with the City once dangerous conditions subsided and worked with the City to develop a debris removal plan. He also trained the field right-of-way and disposal monitors for the project.

Deputy Project Manager**City of Houston, TX Waterways | Hurricane Harvey**

Hurricane Harvey severely impacted the City of Houston. Even after the debris was cleared from the residential right-of-way, disaster debris remained in waterways within the City. Mr. Dragon served as a deputy project manager where he was responsible for field supervision, coordination, health and safety, and QA/QC of field monitors documenting waterways debris removal.

Deputy Project Manager**Miami Dade County Parks | Hurricane Irma**

Following Hurricane Irma, over 76,495 trees were addressed in Miami Dade County Parks to remove hazardous hanger or trees that were a result of Hurricane Irma. Mr. Dragon served as Deputy Project Manager on this program. His responsibilities included the oversight, training, scheduling, health and safety, and QA/QC of field monitors.

Operations Manager**Houston, TX | Hurricane Harvey**

Mr. Dragon served as an operations manager for the City of Houston following Hurricane Harvey. He was responsible for staffing, training, field supervision, health and safety of field monitors. He also oversaw collection and disposal monitoring operations.

Operations Manager**City of Alvin, TX | Hurricane Ike**

Following Hurricane Ike in 2008, Mr. Dragon was mobilized as an operations manager for the City of Alvin. Mr. Dragon coordinated daily with the City's Street Superintendent to coordinate debris removal efforts. Mr. Dragon was also responsible the health and safety, training, and field oversight of field supervisors and monitors on the program.

20+ YEARS OF
EXPERIENCE

Areas of Expertise

Emergency Planning, Response and Recovery

Continuity of Operations Planning

Debris Management

Hazard Mitigation

Regional Coordination

Training and Exercises

Public Health Preparedness

Infectious Disease Planning

Meeting Facilitation

Public Information

Key Training/Certifications

Professional Continuity Practitioner

FEMA Public Assistance Program and Eligibility

FEMA Emergency Management Institute: Personal Development Series

Homeland Security Exercise Evaluation Program

National Incident Management System 700

Incident Command System 100, 200, 300, 400

National Response Plan 800

Debris Management

Fatalities Management

40 Hour HAZWOPER and refresher

Public Information

Hazard Mitigation

EducationBachelor of Business Administration,
University of Houston-Downtown,
2002

EXPERIENCE SUMMARY

Mr. Brian Rutherford has over 20 years of emergency management experience. His areas of expertise include disaster debris management, continuity of operations, emergency planning, mitigation, and recovery.

Mr. Rutherford has been involved in a wide range of emergency management planning and response projects. Some of these include: disaster debris management planning and response, public health emergency plan development, continuity of operations planning, infectious disease planning, plan assessments, public information plan development, hazard mitigation planning, hurricane planning and response, wildfire response, flooding response, training design and meeting facilitation. Mr. Rutherford is also experienced in the design and evaluation of exercises following Homeland Security Exercise and Evaluation Program principles.

Prior to joining our team, Mr. Rutherford served as a public health planner for the Galveston County Health District in Texas. His responsibilities included coordinating public health preparedness activities, overseeing the county's Strategic National Stockpile program, developing emergency plans, coordinating exercises, conducting training, and organizing conferences. While there, he also helped coordinate the public health response to several emergencies, including Hurricane Rita, Hurricane Humberto, and the BP explosion in Texas City.

Mr. Rutherford also held a position as an information specialist for the Texas Department of State Health Services, where he was responsible for coordinating responses to media inquiries, public health preparedness planning, and response to public health emergencies.

RELEVANT EXPERIENCE

Project Manager (February 2022 – April 2022)**Sarasota County, Florida | Disaster Debris Management Training**

Mr. Rutherford was the project manager and trainer in a project to train Sarasota County staff in planning, operations, public information, and continuity of operations in response to a debris generating disaster.

Project Manager (August 2020 – Present)**Marin County, California | Disaster Debris Management Planning**

Mr. Rutherford is managing a project to develop disaster debris management plans for Marin County, California, develop a disaster debris plan template for other counties in the region, conduct training and exercises.

Project Manager (July 2020 – Present)**Burleson, Texas | Disaster Debris Management Planning**

Mr. Rutherford is managing a project to develop a disaster debris management plan and provide analysis of debris management sites for Burleson, Texas.

Project Manager (March 2020 – Present)**Brazoria County, Texas | Disaster Debris Management Planning**

Mr. Rutherford is managing a project to update the disaster debris management plan and provide analysis of debris management sites for Brazoria County.

Project Manager (February 2020 – Present)**City of Culver City, California | Disaster Debris Management Planning**

Mr. Rutherford is managing a project to develop disaster debris management plans for the City of Culver City, California

Project Manager (February 2020 – September 2020)**Walton County, Florida | Hazard Mitigation Plan Update Planning**

Mr. Rutherford managed a project to update the hazard mitigation plan for Walton County, Florida.

Planner (November 2019 – August 2020)**San Mateo County, California | Disaster Debris Management Planning**

Mr. Rutherford was the lead planner in a project to develop a disaster debris management plan for San Mateo County, California.

Consultant (October 2019)**Harris County, Texas | Disaster Recovery Housing Program**

Mr. Rutherford assisted in a project to assess the Community Development Block Grant – Disaster Recovery (CDBG-DR) housing program for Harris County, Texas in response to Hurricane Harvey.

Project Manager (March 2018 – Ongoing)**City of Bellevue, Washington | Disaster Debris Management Planning**

Mr. Rutherford is coordinating with Perteet, Inc. to develop disaster debris management plans and evaluate debris management sites to speed recovery from a debris generating incident for the City of Bellevue, Washington.

Planner (April 2018 – November 2018)**City of Miami, Florida | Disaster Debris Management Planning**

Mr. Rutherford assisted in a project to update the disaster debris management plan for the city of Miami, Florida. In addition to updating the plan, Mr. Rutherford was also involved in developing a scope of work for debris removal contractors that will be procured to by the city following a disaster.

Planner and Facilitator (September 2019 – February 2020)**Southeast Pennsylvania Regional Task Force | Tabletop Exercise**

Mr. Rutherford coordinated with Bucks County, Chester County, Delaware County, Montgomery County, and the City of Philadelphia, to develop and conduct a debris management tabletop exercise.

Trainer and Exercise Facilitator (September 2019 – December 2019)**Metro Boston Homeland Security Region | Training and Tabletop Exercise**

Mr. Rutherford coordinated with the cities of Boston, Brookline, Chelsea, Cambridge, Everett, Quincy, Revere, Somerville, and Winthrop, to develop and facilitate training and conduct exercises in disaster debris management.

Planner (August 2019 – Ongoing)**City of Sugar Land, Texas | Hazard Mitigation Plan Update Planning**

Mr. Rutherford assisted in a project to update the hazard mitigation plan for the City of Sugar Land, Texas.

Project Manager (April 2019 – October 2019)**Debris Management Webinars and Workshop**

Mr. Rutherford managed a project to develop two webinars and a workshop for the Houston – Galveston Area Council jurisdictions. The webinars and workshop provide guidance in response to wildfires, tornadoes, and terrorism incidents. They also provided updates in Federal guidance, laws, and best practices in debris management. In addition, Mr. Rutherford prepared a report highlighting disaster debris and its effect on the lifespan of area landfills.

Project Manager (November 2018 – March 2019)**City of Livermore, California | Disaster Debris Management Planning**

Mr. Rutherford managed a project to develop disaster debris management plans for the City of Livermore, California.

3 YEARS OF
EXPERIENCE

Areas of Expertise

Emergency Management

Plan Development

Technical Writing/Review

Atmospheric Sciences

Climate Sciences

Registrations/AffiliationsInternational Association of
Emergency Managers

American Meteorological Society

Key Training/CertificationsFEMA Professional Development
Series

ICS 100-400, 700, 800

HSEEP

EducationMS Emergency Management,
Millersville University, 2018,
Millersville, PABS Atmospheric Sciences (Minor in
Climate Change), Cornell University,
2015, Ithaca, NY**Office**

Newark, DE

Contact

302-283-2278

katelyn.tisch@tetratech.com

EXPERIENCE SUMMARY

Katelyn Tisch, MSEM, is an emergency management specialist with a multi-disciplinary background in emergency management, planning, technical writing, atmospheric science, climate science, and social science. As an Emergency Management Specialist, Ms. Tisch regularly assists with project management tasks, supports project planning meetings, and assists with the development of customized plans and publication-ready materials. Her project experience includes developing Incident Action Plans for special events, revising Emergency Operations/Comprehensive Emergency Management Plans, a wide range of emergency planning initiatives, and community outreach initiatives.

Prior to joining Tetra Tech, Ms. Tisch gained experience at the City-level through a contract with the City of Annapolis Department of Emergency Management. Her primary responsibilities included updating the Citywide Emergency Operations Plan and preparing it for distribution. Additionally, she coordinated with departmental liaisons and external stakeholders to ensure effective preparedness, response, recovery and mitigation measures were in place at all times.

RELEVANT EXPERIENCE

Emergency Planning

While working for the City of Annapolis in 2019, Ms. Tisch revised the Citywide Emergency Operations Plan and prepared the Plan for distribution. Additionally, she developed numerous Incident Action Plans for special events and disasters.

While interning for the Miami Beach Department of Emergency Management in 2018, Ms. Tisch assisted with the revision of the City's Comprehensive Emergency Management Plan, specifically updating their Emergency Support Functions.

Pandemic Response

While working for the City of Annapolis Department of Emergency Management in 2020, Ms. Tisch maintained situational awareness in the early stages of the COVID-19 pandemic and provided daily briefings to EM staff. She was also in charge of taking meeting minutes for weekly Citywide Leadership Calls to discuss the City's response to the pandemic. Their Department was responsible for developing a Pandemic Response Plan to assist the City with their response efforts to ensure the safety of the City.

Special Event Security Awareness

While interning with the Southeast Regional Domestic Security Taskforce, Ms. Tisch supported a team focused on special event emergency management planning, crowd management and evacuation operations, and unified command and control center operations. While interning, she supported security teams at two major air shows and one musical festival in South Florida.

Community Outreach

While working for the City of Annapolis Department of Emergency Management in 2019, Ms. Tisch organized and led a food distribution program for low-income families in the City. They provided fresh produce from the local food bank and delivered the food to the family homes in need. The program grew from 10 families to over 100 within 6 months.

Public Perception of Emergency Terminology and Evacuations

While interning with the Miami Beach Department of Emergency Management in 2018, Ms. Tisch developed a report detailing innovative methods for emergency preparedness and evacuation procedures utilizing social science practices and skills.

While working as an undergraduate research assistant on the Sea Grant Coastal Storm Awareness Program in 2015, Ms. Tisch worked closely with a social scientist to develop experimental media methods to test storm surge messages, improve hurricane communication, increase awareness about storm surge, and increase compliance to evacuation orders.

While working as a metadata student for the New York State Climate Change Science Clearinghouse in 2014, Ms. Tisch cataloged climate related articles, journals, reports, etc. into a database and analyzed public perception of climate terminology used in the Clearinghouse.

20 YEARS OF
EXPERIENCE

8 DISASTERS

\$8.3B GRANT
FUNDING

Areas of Expertise

Accounting

Budget Management

Cost Benefit Analysis

Disaster Debris Removal

Problem Solving/Troubleshooting

Payroll

Training/Development of Training
Manuals

Grant Experience

FEMA Pre-Disaster Mitigation Grants

FEMA Public Assistance

Key Training/Certifications

Florida Notary Public

Education

Florida Metropolitan University, B.S.
Accounting

University of Puerto Rico, B.S.
Chemistry

EXPERIENCE SUMMARY

Ms. Torrent has 20 years of experience in various accounting and management positions. Over the years, she has proven the ability to implement effective policies and procedures, enhance productivity, and increase efficiency. She is an expert in budget management, negotiations, forecasting, reporting, analysis, and customer service. Additionally, Ms. Torrent has excellent analytical and quantitative abilities. She has a consistent record of growing revenues while reducing operating costs and outstanding presentation, leadership, and communication skills in both English and Spanish.

RELEVANT EXPERIENCE

Public Assistance Consultant (June 2021 – Present)

City of Callaway FL & City of Lynn Haven, FL | Hurricane Michael

Vernon Parish LA | Hurricane Laura

- Managed and monitored Post Obligations teams to develop and collect funds on Obligated Projects
- Responded to RFI and variance reports to ensure accuracy and timely reimbursement to the Applicants
- Created and maintained various reports, tracking spreadsheets, and on-demand ad-hoc report requests, as needed, and within specific timeframes
- Tracked awards by reviewing and analyzing post-award financial, programmatic and expenditure reports to identify financial and administrative problems or potential problems
- Performed a variety of post-award grants and/or cooperative agreement management tasks including conducting post-award reviews and analyses to identify and resolve management, financial, and administrative issues
- Prepared and reconciled quarterly reports, time extensions, advance of funds and reimbursement payment requests along with compiling supporting documentation
- Provided training, technical assistance and guidelines, oversight, expertise, and consultation to internal staff, management and program officials, awardees, review panels, applicants, recipients, and sub-recipients

Public Assistance Consultant (April 2020 – Present)

Various Clients | COVID-19

- Worked with local, state, and federal officials to identify eligible COVID-19 response and mitigation activities. Advised applicants on FEMA PA policy and documentation requirements
- Managed data analyst teams to assist with the creation of project cost summaries and review for accuracy and eligibility. Develop project narratives, identify expenses, and review for eligibility and accuracy for reimbursement and reconciliation
- Created and maintained various reports, tracking spreadsheets, and on-demand ad-hoc report requests, as needed, and within specific timeframes
- Provided training, technical assistance and guidelines, oversight, expertise, and consultation to internal staff, management and program officials, awardees, review panels, applicants, recipients, and sub-recipients

The list of Tetra Tech clients Ms. Torrent assisted in this role can be found below:

- Harris County, Texas
- City of Houston, Texas
- Palm Beach County, Florida
- City of Dunedin, Florida
- Walton County, Florida
- City of Fort Myers, Florida

Public Assistance Consultant (March 2020 – June 2021)

City of Houston, TX | Hurricane Harvey

- Managed and monitored Project Formulation and Post Obligations teams to develop and collect funds on 205 projects (\$2.3B)
- Responsible for developing and delivering complex financial and production reports both internally and to our Applicant. Creating and maintaining various reports, tracking spreadsheets, and on-demand ad-hoc report requests, as needed, and within specific timeframes
- Tracked awards by reviewing and analyzing post-award financial, programmatic and expenditure reports to identify financial and administrative problems or potential problems
- Performed a variety of post-award grants and/or cooperative agreement management tasks including conducting post-award reviews and analyses to identify and resolve management, financial, and administrative issues
- Prepared and reconciled quarterly reports, time extensions, advance of funds and reimbursement payment requests along with compiling supporting documentation
- Provided training, technical assistance and guidelines, oversight, expertise, and consultation to internal staff, management and program officials, awardees, review panels, applicants, recipients, and sub-recipients

Housing Sector Program Delivery Manager Lead (June 2019 - Present)

San Juan, PR | Hurricane Maria

- Managed and monitored a team of 6 engineers to develop 360 projects (\$6B) for the PR Department of Housing, PR Housing Authority and 26 PNP's.
- Worked with the Environmental team to develop processes to address lead and asbestos concerns in older buildings Collaborated with the Hazard Mitigation crew to develop a wind-retrofit strategy for the Housing projects
- Teamed up with technical specialist to work Architectural & Engineering projects for the Applicant
- With the assistance of the Drone Mission team, introduced the infrared thermographic inspections as an option for regular site inspections
- Damage Inventory validation of over 10,000 damage facilities. Creation of templates for repetitive damages and expedite scope and costing projects
- Participated in the creation of a sampling methodology to maximize benefits for the Applicant
- Coordinated and contributed in collaborations with Hazard Mitigation, Insurance and EHP as well as FEMA leadership during project scope and cost stages
- Attended weekly meetings with Subrecipient to discuss technical issues with projects, challenges with FEMA and update state agency in the development and progress of the projects
- As of today, \$40M (12 projects) have been obligated for projects our team have presented since July 2019

Task Force Lead (May 2018 – June 2019)

Aguadilla, PR | Hurricane Maria

- Managed and monitored a team of 50 Inspectors and 6 project leads to produce damage assessment reports. This included 16 municipalities and 5 sectors (Transportation, Housing, Health & Social Services, Natural Resources & Education)
- Scheduled site inspections, performed safety briefings, provided field training during site visits. Collaborated with FEMA inspections teams to ensure all data was collected and documented
- Participated in production and development meetings to improve processes and increase productivity
- Attended daily meetings with Municipal and Sector Engineers and FEMA PDMG's to develop projects from drafting to scope and cost
- Developed small projects initiative with the Municipal Applicants to expedite obligation and funding

Emergency Debris Manager (October 2016 – January 2018)

City of Port Orange Public Works | Hurricane Matthew (October 2016 – March 2017) | Hurricane Irma (September 2017 – January 2018)

- Oversaw all aspects of the emergency debris collection of 500,000 cubic yards of debris including managing hauling contractors to ensure debris was collected and documented correctly, set up of the Debris Management Site and customer drop-zones and safety trainings for city employees and contractors
- Was responsible for monitoring and tracking the overall costs associated with all aspects of the project including auditing efforts and contract re-negotiation
- Ensured that the project documentation was in accordance with FEMA policy. Worked with FEMA PDMG debris and force account labor but permanent work repairs on roads, stormwater and city buildings and facilities. The City of Port Orange spent over \$7M during Hurricane Matthew and over \$4m during Hurricane Matthew from preparedness to debris collection and permanent repairs
- Development of Emergency Management module in the Work & Assets Management software to incorporate lessons learned and facilitate the data collection to expedite reimbursement

Operations Support Administrator (July 2016 – May 2018)

City of Port Orange Public Works

- Implemented a Work Management System to include Solid Waste, Roads & Traffic, Buildings & Facilities, Grounds & Stormwater and Emergency Management
- Developed, reviewed and revised program improvements to institute methodologies, workflows, benchmarks and metrics to continually capture and preserve institutional knowledge
- Coordinated system utilization to manage work planning and scheduling, resource assignment and use, cost accounting and budgetary requirements
- Established criteria and standards for effective operations and maintenance schedules
- Identified issues with Fleet and Shop to improve Productivity and Profitability
- Worked with Division Managers on budgets and Cost Benefit Analysis
- Coordinated and managed debris removal activities related to the incident; ensured communication with other members of the disaster recovery team; communication of project status activity and reporting; and dissemination and implementation of policy directives to debris removal personnel

13 YEARS OF
EXPERIENCE**4** DISASTERS

Areas of Expertise

FEMA Public Assistance Consulting

Cost Analysis

Project Worksheet Formulation

Audit Preparation

Grant Experience

FEMA Public Assistance

HUD Community Development Block
Grant (CDBG) ProgramFEMA Community Disaster Loan
(CDL)**Key Training/Certifications**

FEMA IS-630 – Public Assistance

FEMA IS-632 – Public Assistance
Operations

FEMA IS-632 – Debris

Operations

EducationUniversity of Phoenix Bachelor of
Science, Accounting, 2012Houston Community College
Associate of Applied Science,
Accounting, 2007

EXPERIENCE SUMMARY

Mr. Donn Olson is a member of Tetra Tech's disaster recovery operations. In this role, Mr. Olson assists Tetra Tech clients in navigating federal grant programs for financial recovery from disasters. His knowledge of the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program assists the applicant with maximizing eligible reimbursements. Mr. Olson is a cross-cutting disaster recovery expert and has worked extensively in Project Worksheet (PW) formulation in areas such as debris removal, emergency protective measures, force account labor and equipment, and permanent work. During the PA process, he specializes in document analysis, eligibility requirements, audit preparation, and closeout assistance, which allows the client to maximize reimbursement. Mr. Olson is intimately familiar with FEMA policies, expectations, and technology, including the FEMA GrantsPortal. **Due to his extensive experience working directly with clients and subgrantees, Mr. Olson has excellent soft skills when interfacing with stakeholders.**

Mr. Olson is also a leader of Tetra Tech's Disaster Policy Working Group, a thinktank focusing on the latest policy changes in the disaster recovery grant space. In addition to PA consulting, he assists clients with fraud prevention policy formulation for Federal grant programs such as the Community Development Block Grant (CDBG) program.

RELEVANT EXPERIENCE

Document Specialist (August 2017 – Present)**Houston, Texas | Hurricane Harvey**

Mr. Olson is currently working with the City of Houston to determine damages and effects of Hurricane Harvey, collecting and compiling data of the affected items and areas, interpreting the rules and guidelines in place for remedies. Responsibilities include:

- Assisting with financial recovery efforts as a result of Hurricane Harvey, Mr. Olson assists with the preparation of the Project Worksheets (PW) to FEMA
- Assessing City of Houston (COH) documents for eligibility
- Determining and documenting COH eligible costs
- Assigning team members for PW processing
- Writing of and quality control of PW documentation
- Coordinating teams for PW processing work flow
- Training FEMA PA policies and PW writing to team members
- Responding to PA policy and eligibility questions from team members
- Preparing PW's including damage descriptions, scope of work for repairs, repair cost estimates and activities to support development of project worksheets from formulation through closeout
- Quality control of cost estimates for building repairs/replacement
- Subject matter expert for policy considerations and eligibility reviews

Consultant (January 2010 – October 2017)**Port of Galveston, Texas | Hurricane Ike**

Hurricane Ike made landfall in Galveston, Texas, on September 13, 2008. The Port of Galveston (Port) maritime infrastructure (piers, docks, apron, bulkheads, underground utilities, and roadways) was heavily impacted by up to 20-foot tidal surge forces carried over and past Galveston Island to the northern reaches of Galveston Bay and channels. Mr. Olson was a specialist working on the Port of Galveston project for the eight years and supported the identification of additional damage not captured by FEMA. Mr. Olson assisted with the preparation of the PWs to FEMA and supervised the processes of obligation and closeout of over 150 PWs.

Document Specialist (April 2010 – June 2010)**City of Galveston, Texas | Hurricane Ike**

Tetra Tech was hired by the City of Galveston, through a standing contract with the State of Texas Department of Rural Affairs, to help administer federal CDBG disaster recovery funds allocated for damage to City infrastructure sustained during Hurricane Ike. To repair damage from the storm, the City of Galveston completed 16 projects funded by CDBG program funds. Mr. Olson helped to provide complete grant application, administration, program management, and project delivery services for all CDBG program funded projects. Mr. Olson was also part of the team that provided assistance and oversight services for application development, environmental review, procurement, status reporting, compliance monitoring, project closeout, and audit.

Document Specialist (September 2008 – December 2008)**Fort Bend County, Texas | Hurricane Ike**

On September 12, 2008, Hurricane Ike impacted Fort Bend County with hurricane force winds and heavy rain, causing damage and debris across the County. With estimated damage of more than \$15.3 million, the County requested that our team assist with applying for, administering, and managing FEMA PA funding for categories A–G.

Mr. Olson assisted the Fort Bend County Auditor Office with financial recovery due to Hurricane Ike. He identified and gathered the documentation for Category A–G PWs, including reviewing all Force Account Labor and Force Account Equipment costs to ensure they were accounted for.

Document Specialist (September 2008 – December 2008)**City of Bellaire, Texas | Hurricane Ike**

On September 13, 2008, Hurricane Ike made landfall resulting in debris strewn throughout the City, public buildings damaged, public property damaged. With estimated damage of more than \$300,000, the City requested that Tetra Tech assist with applying for, administering, and managing FEMA PA funding for categories B–G. Mr. Olson acted as the documentation specialist to gather and review all pre- and post-storm Category B force account equipment and labor. This resulted in the swift development of 2 FEMA PA PWs for categories Category B totaling approximately \$300,000.

Document Specialist (September 2008 – August 2011)**City of Houston Solid Waste | Hurricane Ike**

On September 12, 2008, Hurricane Ike made landfall in Texas, leaving behind massive amounts of debris from high winds, inland flooding, and storm surge. The City of Houston was faced with the overwhelming task of managing their labor and equipment hours to seek reimbursement through the FEMA PA program. Mr. Olson was an instrumental member of the team that documented, organized, and processed this intricate set of data into the required FEMA format. This information was then evaluated by a team of industry experts to request full reimbursement of damage related costs.

Tab D – Approach and Value-Added Services

1. Approach to Achieving the Identified Tasks

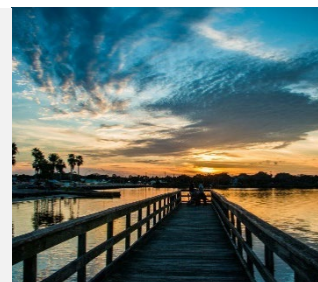
The City of Port Orange, nestled along the picturesque coast of Volusia County, Florida, is a community that blends suburban charm with coastal beauty. With a strong sense of community and a welcoming atmosphere, Port Orange offers its residents a high quality of life. The city boasts a diverse range of housing options, well-maintained parks, and recreational facilities that cater to outdoor enthusiasts.

The City's Emergency Management supports each City department to ensure the safety of Port Orange residents and businesses during all natural and man-made emergencies. Due to its geography, the City faces unique challenges including beach erosion, inland waterway disruption, hazardous tree removal, and private property debris removal.

City of Port Orange

 **63,486**
residents

28.7
square miles



Tetra Tech has established a strong partnership with the City, through our track record of **successfully providing disaster debris monitoring services in the aftermath of Hurricane Irma and Matthew, removing over 600,000+ CYs of debris**. As a result, Tetra Tech has gained a deep understanding of the City's unique needs and challenges in debris monitoring, disaster recovery grant management, and emergency planning. Having been activated by the City on multiple occasions in disaster scenarios, we have developed a strong working relationship with the City's team and are well-versed in the City's requirements and expectations.

Our experienced debris monitoring team is well-trained in the latest methodologies and technologies for debris monitoring, including the use of GIS mapping, ADMS and field data management, and advanced reporting and analytics. We understand the importance of accurate debris tracking, documenting, and reporting, which not only facilitates timely cleanup, but also maximizes transparency and accountability throughout the process. Throughout our operations, we are mindful of the diverse population that calls Port Orange home, and prioritize providing public information in a language that all can understand in times of emergency.

Likewise, our experience and expertise in managing more than \$12 billion in federal grant funding enables us to efficiently navigate the complex landscape of federal and state funding programs. We understand the intricacies of the reimbursement process, helping protect the City to receive the maximum eligible funds for its recovery efforts. Tetra Tech has a proven track record of successfully managing and administering grants, delivering on compliance with applicable regulations and reporting requirements.

Tetra Tech's extensive experience as the incumbent provider of debris monitoring services for the City of Port Orange positions us as the ideal partner for the City's disaster debris monitoring, recovery grant management, emergency planning needs. **Tetra Tech is committed to providing exceptional service, leveraging our expertise, and utilizing the latest tools** and techniques to support the City's efforts in achieving a swift and comprehensive recovery from any future disasters.

Our Understanding of the Services Required by City

Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the City that we have the experience, understanding, and knowledge to successfully perform all aspects of the scope of work including execution of the following tasks:

- Disaster Debris Monitoring Services
- Collection Monitoring
- Load Ticket Process Development
- Disposal Site Monitoring
- Citizen Drop Off Site Monitoring And Operation
- Debris Vehicle Certification

Our team has worked with numerous communities similar to City and offers broad experience performing the above listed services and additional services that may be required by the City to recover from disaster events.

Tetra Tech's capabilities and methodology to drive a successful project for the City include:

Past Experience and Relationship with the City: Our unique understanding of the City's infrastructure and operational needs following a disaster, as demonstrated by our previous experience providing disaster debris monitoring services following Hurricane Irma and Matthew.

Continuous Coordination and Communication with City Officials and Stakeholders: A dedicated project management team will be appointed to coordinate with City's throughout the year, not just during times of activation.

Immediate Response Capabilities: Tetra Tech has disaster recovery personnel and 22 offices throughout the state and utilizes an immediate response staffing and logistics plan that follows the Incident Command System (ICS) structure, allowing City to return to the business of running day-to-day operations.

Focus on Hiring Locally: Tetra Tech focuses on hiring and training local residents, benefiting the local economy, and reducing mobilization and transportation costs.

Project Transparency and Real-time Reporting: Our proprietary *RecoveryTrac*™ automated debris management system (ADMS) technology, provides detailed reporting systems and mapping capabilities that are available in real-time to the City and tailored to the City's data needs.

Maximum Reimbursement for the City: Tetra Tech's stringent quality assurance program and adherence to reimbursement agency requirements for eligibility, documentation, and reimbursement that will help City receive and retain the maximum reimbursement allowed following a disaster

1. Disaster Debris Monitoring

Project Management Principles

Tetra Tech's project management principles include five critical pillars: transparency, resources, compliance, efficiency, and mitigation.

Transparency: Maintaining visibility of the project's contractual scope, prioritization, schedule, budget, and cost areas.

Real-time data sharing creates a common operating platform and allows the City, its debris removal contractors, and our team to access the same accurate information, which markedly improves their ability to execute efficiently.

Resources: Ensuring availability and proper distribution of staff and equipment.

We have never failed to respond to a client, regardless of the size of the project. Our resources include the largest pool of qualified environmental and disaster recovery professionals in the nation.

Compliance: Maximizing reimbursement funding as well as documenting and managing potential issues.

Tetra Tech's *RecoveryTrac*™ ADMS enables consistency, efficiency, and compliance in the documentation process. Tetra Tech field teams strictly adhere to funding agency requirements with up-to-the-minute awareness of changes in legislation, in-process quality controls, and guidance from our leadership team. As a result, the City benefits from maximum potential for reimbursement.

Efficiency: Keeping pace with scheduled goals and milestones throughout project work.

We maintain the industry's largest staff of disaster professionals to facilitate immediate mobilization. *RecoveryTrac*™ ADMS reports real-time data, and our QA/QC team checks documentation as work is being completed. The City will have real-time access to data and can geospatially visualize work activities, whether in our system or as an export to their own system. Throughout project execution, Tetra Tech project managers monitor and adhere to project timelines and milestones to ensure pace with the City's expectations.

Mitigation: Identifying risks, managing the project risk matrix, and documenting risks encountered.

Tetra Tech provides a unique understanding of the various critical functions of debris monitoring (project management, environmental, logistics, data, grant management, etc.). This experience allows our team members to proactively identify risks, appropriately develop and document mitigation measures, and continually improve.

We are committed to providing a consistent and coordinated project team to perform the scope of work upon activation. Our project team will dedicate themselves to the City's needs throughout the year, not just during times of activation.

RecoveryTrac™ Automated Debris Management System



Our team has spent years on research and development to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. *RecoveryTrac™* ADMS is the result of these efforts. *RecoveryTrac™* ADMS is a scalable and fully featured disaster management application designed to address the operational challenges faced during a disaster recovery project.

Our proprietary *RecoveryTrac™* ADMS technology is validated by the U.S. Army Corps of Engineers (USACE). The system provides real-time collection of data and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program.

Tetra Tech has implemented *RecoveryTrac™* ADMS technology on our last 200 FEMA PA-eligible projects. On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.

Tetra Tech's *RecoveryTrac™* ADMS system is regarded as the #1 debris tracking system in the industry for the following reasons:

- **Most Broadly Tested ADMS in the Industry** – *RecoveryTrac™* ADMS is a proven system that has been used to execute the largest USACE activations involving ADMS technology, including the State of California NORCAL Fire response and the State of Georgia Hurricane Michael statewide activations. During simultaneous response to Hurricanes Harvey and Irma in 2017, Tetra Tech deployed approximately 6,000 ADMS devices to collect and manage data for over 100 projects. **No other system has tracked and documented as much debris as *RecoveryTrac™*.**
- **Stable and Secure ADMS System** – *RecoveryTrac™* ADMS is the industry leader in secure data systems. The *RecoveryTrac™* system is securely hosted in the Microsoft Azure Government high-availability, cloud-based data center with restricted access and transaction-level auditing. The database is continually backed up and immediately replicated to an off-site location. The database is geospatially based and is maintained and synchronized with the reporting database in near real-time to maximize system performance, availability, and security.
- **Unmatched Flexibility to Meet the Needs of Any Client** – The system is designed to be fully customizable and allows for multiple data collection methods to streamline the debris collection documentation process with a focus on minimizing the cost to our clients and improving the visibility and transparency of debris project operations.
- **Unrestricted by Hardware** – Because *RecoveryTrac™* ADMS utilizes readily available hardware, there are no restrictions to the amount of ADMS units our team can provide. Our team stocks thousands of units and can expand to fit any client's needs, including multiple simultaneous activations.



Benefits of *RecoveryTrac™* ADMS

Ability to Respond. Combined with the on-hand inventory of thousands of handheld devices and the ability to rapidly procure additional equipment through preferred vendor relationships, the City can rely on our mobilization strategy for zero-day activations in disasters covering large areas with little or no-notice. **The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed**, and additional needs can be met quickly (in most cases, 72 hours or less).

Simple and Intuitive. A key foundation of our mobilization strategy is the ability to quickly hire and train local residents and begin debris removal operations. The mobile application is simple to understand and intuitive, allowing most users to begin using the device once the standard monitor training is completed.

Cost Effective. *RecoveryTrac™* ADMS combines the advantage of automation and the desire of our customers to control costs by utilizing widely available commercial equipment and increasing the simplicity of operations.

Reliable and Stable. Based on the Android operating system, *RecoveryTrac™* ADMS is secure and reliable. This minimizes the interruptions in field operations due to technical difficulties and reduces the number of support personnel required to maintain the system.

Technical Support. *RecoveryTrac™* ADMS is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition, we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

Truck Tracking. Our system is capable of providing with real-time location data for debris hauler assets. This translates into the ability to manage assets to those hardest hit locations or distribute assets more evenly based on issues such as first-pass completion, traffic patterns, and hot spots.

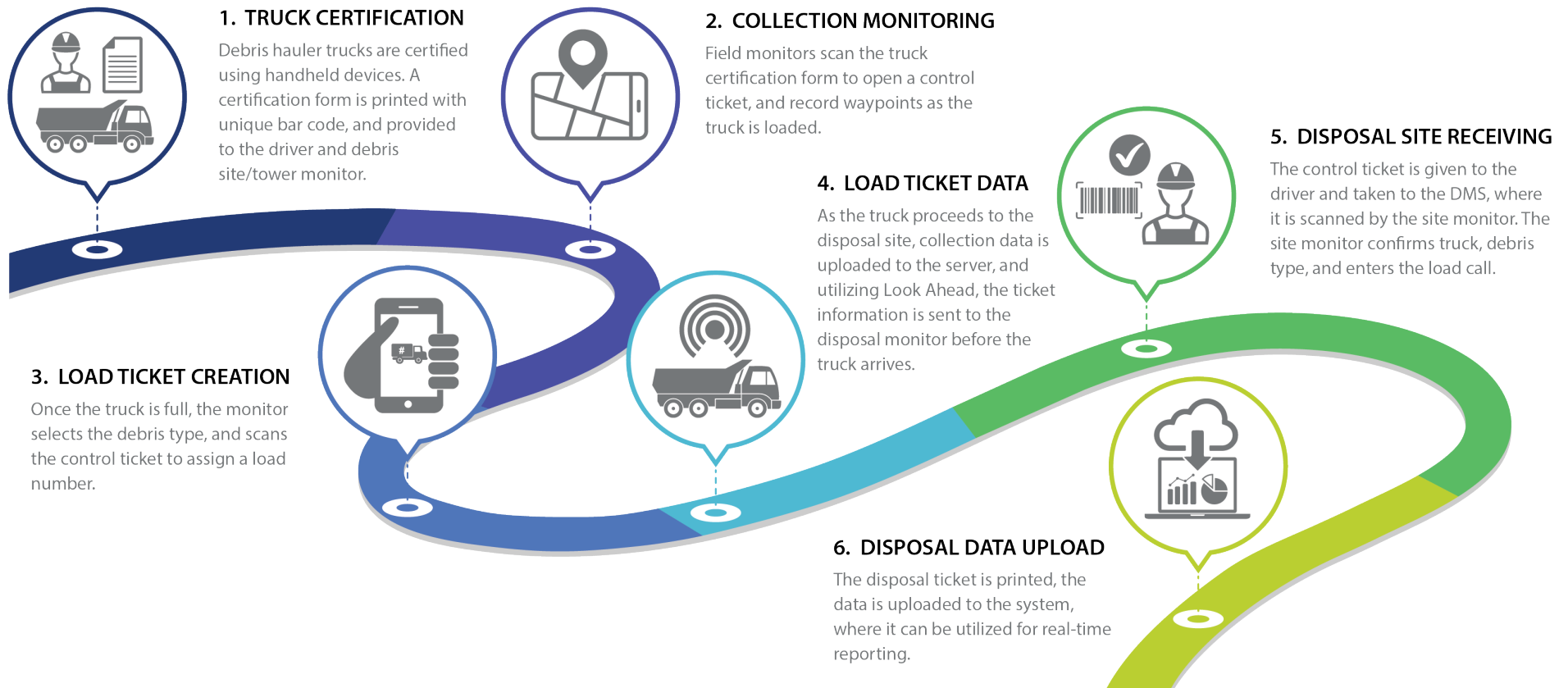
Real-Time, Customized Reporting. The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within *RecoveryTrac™* provide real-time information that raises the bar for post-disaster project management.

RecoveryTrac™ ADMS Key Facts

- Owned and operated by Tetra Tech
- Thousands of mobile units on-hand and ready for state-wide multi-district mobilizations
- Meets USACE specifications for electronic debris monitoring handhelds
- Real-time situation awareness of field resources and efficient direction to support the City priorities
- Real-time GIS web services for EOC information and visualization systems
- Capable of collecting data regardless of cellular service
- Automated photograph and GPS capture
- Provides reports and pass map tracking in real-time
- Minimizes chance of fraud through real-time monitoring
- Minimizes data entry and human error
- Expedites invoice reconciliation
- Intuitive and user-friendly

The RecoveryTrac™ Process

The steps of the RecoveryTrac™ ADMS process are as follows:



Even when there is no cellular connection, the handheld devices continue to operate in connected mode; however, the data is stored on the device until a data connection is restored. The device periodically searches for this connection, and when services are device automatically uploads the stored ticket data.

RecoveryTrac™ ADMS Features

Tetra Tech brings significant experience and understanding in the design and build of disaster debris removal data management systems that offer data collection, storage, sharing, analysis, and reporting.

Because of our previous experience, we have several ready-to-use components already built and ready to deploy. These components can be quickly repurposed saving time and cost while ensuring field work starts quickly. Some examples of these existing capabilities and tools include:

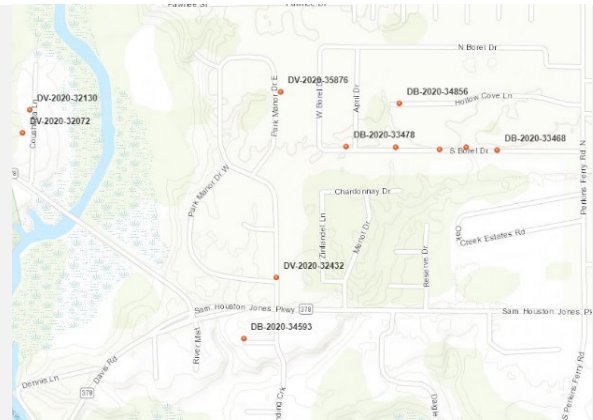
Our operational and data experience with disaster debris monitoring, combined with the best GIS and data professionals in the industry, results in **top-shelf solutions to the most complicated data and tracking needs.**

Industry-standard ArcGIS Feature Services delivers *RecoveryTrac™* ADMS data and serves as foundational building block for the applications.

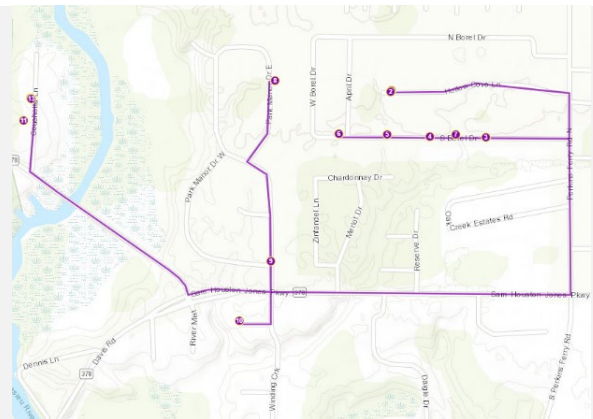
Services:

- [RT/RecoveryTrac_DebrisAuditData_RT2020](#) (FeatureServer)
- [RT/RecoveryTrac_DebrisAuditData_RT2020](#) (MapServer)
- [RT/RecoveryTrac_DebrisRemovalData_RT2020](#) (FeatureServer)
- [RT/RecoveryTrac_DebrisRemovalData_RT2020](#) (MapServer)
- [RT/RecoveryTrac_MonitorLocations_v1](#) (MapServer)
- [RT/RT2018_ProjectBoundaryData_v1](#) (FeatureServer)
- [RT/RT2018_ProjectBoundaryData_v1](#) (MapServer)
- [RT/RT2018_ProjectZoneData_v1](#) (FeatureServer)
- [RT/RT2018_ProjectZoneData_v1](#) (MapServer)
- [RT/RT2018_SiteObservationsIncidentData_v1](#) (FeatureServer)
- [RT/RT2018_SiteObservationsIncidentData_v1](#) (MapServer)
- [RT/RT2020_ProjectZoneData_v1](#) (FeatureServer)
- [RT/RT2020_ProjectZoneData_v1](#) (MapServer)

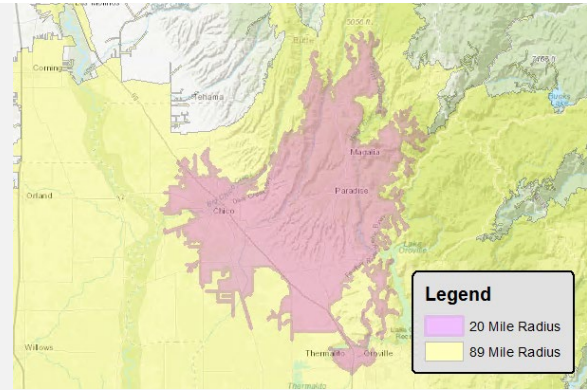
Initial Work Surveys document results of initial surveys to quickly collect, display, and summarize data into actionable operations planning. This data, including photographs, can be used to organize and deploy resources to improve speed and efficiency of the operation.



Work lists and optimized routes can be generated by the *RecoveryTrac™* system. As the routes are completed, the locations are marked complete.

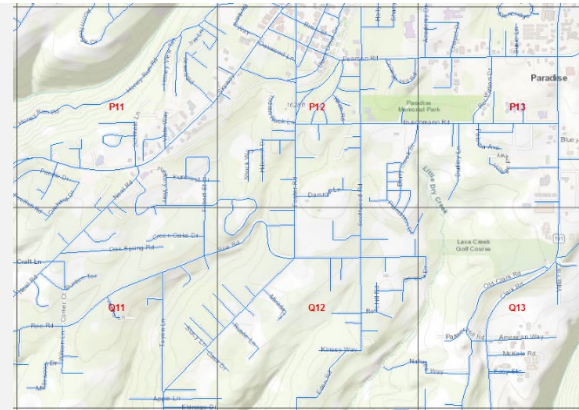


The Driving Distance Analysis tool is used to calculate estimated distance and drive time based on the existing road network. This planning tool is used as a parameter to design the shortest route, work list planning, and other operational factors.

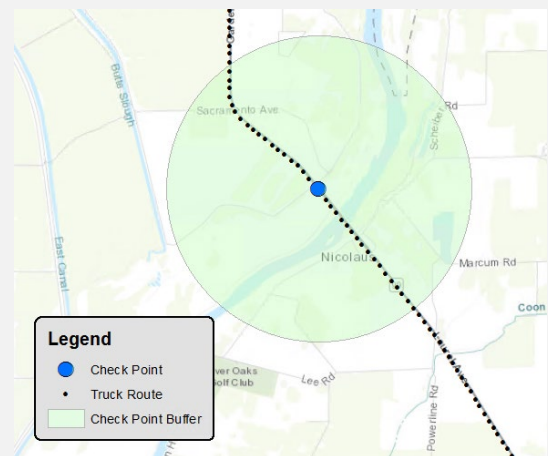


The Standardized ROW Grid Index layout is available in several formats, including GIS Mapping applications, mobile data collection apps, and hard copy maps.

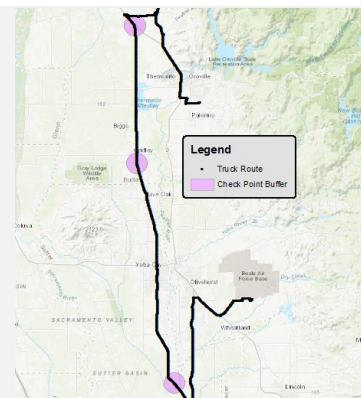
Map segment areas are configurable for size and allow attribute modification for tasks, including contractor, quality, and safety review tasks.



An automation tool built to validate routes taken to TDSRS. When a vehicle enters a checkpoint buffer area, the position record is annotated as passing the checkpoint. Route maps can be created, along with custom reporting as specified by operational requirements.



Fleet tracking data provides complete route information. The data can be made available to show live tracking or view route history. Transportation analysis services are available, or data exports can be provided for City requests.



Operational Schedule

General Response Timeline

Based on Tetra Tech's understanding of the City and their needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the City to adjust the timing of the specific elements below to meet the City's needs.

Prior to an event with warning (such as a hurricane), our team will begin monitoring the landfall of any tropical system at H-96 and will coordinate via conference call with the City. Following an event without warning (such as tornadoes or flooding), Tetra Tech will begin response at H-0.

Operational Response Timeline for Debris-Generating Events



Time	Task	Deliverables/Milestones
Pre-Event Planning		
Pre-event (normal conditions)	Meet with the City to review plans and documents	- Conduct annual pre-event meeting with the City and debris contractor - Review the City's disaster recovery contracts for FEMA compliance - Update critical documents and files, including any GIS files - Contact the City and initiate daily conference call
H-96	Review capabilities and resources	- Determine resource requirements from debris model - Review the City's emergency policies and contracts - Establish contact with the City's debris hauler and ensure Tetra Tech has the most up to date copy of the debris hauler contract
Incident Planning		
H-72	Execute responsibilities and activate contracts	- Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure - Review protocols for private property, gated communities, and public drop-off sites - Review debris management site (DMS) locations and follow up with the State on permitting procedures - Estimate equipment requirements and DMS capacity to haul and stage debris - Prepare ADMS technology for mobilization - Conduct regular meetings with City staff as requested - Confirm staging location and begin mobilization of resources
H-48	Monitor storm track and continue preparations	- Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the City and Tetra Tech headquarters (if necessary) - Review list of priority roads and the operational plan - Obtain GIS files for municipalities that the City will assist with debris removal - Continue to update and gather updates from the City's debris hauler
H-24	Prepare final reports	- Save all critical documents and files to the network drive, USB drive, and laptop hard drive - Certify emergency road clearance equipment (in coordination with the City's debris hauler) - Determine emergency road clearance priorities
H-0	ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT	
Execution		
H +24	Emergency push	- Receive notice to proceed with not to exceed - Begin emergency push - Maintain time and materials (T&M) logs for push equipment - Coordinate with the City to conduct preliminary damage assessments and road closures (if requested) - Supervisors report to pre-designated locations and prep staff on project - Begin establishing ADMS infrastructure - Begin recruiting and training monitors, project coordinators, and data staff - Initiate opening of DMS locations - Follow up with State-level environmental regulations on debris permits (if required) - Work with the City to establish public information protocols to respond to concerns and comments

Time	Task	Deliverables/Milestones
H +48	Emergency push/ damage assessment	- Continue emergency push - Continue preliminary damage assessment - Develop debris cost estimate required for presidential disaster declaration - Develop operational plan for disaster-specific issues - Refine health and safety plan for disaster-specific issues
H +72	Disaster debris vehicle certification/ site preparation	- Begin hauling truck certification - Install ADMS tower monitor infrastructure - Train monitors on policies, ADMS, and safety - Open public drop-off sites as requested
H +96	Begin debris collection monitoring	- Assign monitors to trucks - Assign supervisors to monitors - Hold morning and afternoon meeting with City staff and debris hauler - Implement QA/QC procedures - Continue ROW collection - Address household hazardous waste (HHW) issues (if critical)
Week 1+	Right-of-way (ROW) debris collection monitoring	- Issue daily reports/GIS maps - Hold daily meetings with the City, hauler, and/or State/FEMA as required - Staff citizens debris management hotline (if requested) - Define supplemental programs required (private roads, HHW) and prepare eligibility request - Provide ADMS reports and real-time monitoring access
Week 1+	Data management and invoice reconciliation	- Establish client GeoPortal to provide insight into project progress - Review truck metrics provided by <i>RecoveryTrac</i>™ ADMS - Initiate weekly reconciliation - Initial payment recommendations with retainage
Week 1+	Reimbursement support/grant administration (FEMA, NRCS)	- Prepare damage/cost estimates - Compile supporting documentation (debris permits, debris contracts, etc.) - Liaise with local FEMA region officers, state-level emergency management representatives, U.S. Army Corps of Engineers (USACE), etc.
Week 2+	Special projects (if required)	- Waterway debris removal - Private property debris removal (PPDR) - Public drop-off sites - HHW - Mud/silt/sand removal (from storm drains, ditches, etc.) - Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency
Week 3+	Financial recovery assistance staff engaged (if requested)	- Facilitate kickoff meetings with primary stakeholders - Draft a PA work plan - Conclude/review preliminary damage assessments - Gather documentation for project worksheet (PW) development - Identify opportunities for mitigation - Conduct site visits
Project Closeout		
Project completion	Document turnover/closeout	- Final reconciliation - Retainage release - Release hard copy files - Provide electronic database - Assist with PW development - Assist the City with long-term reimbursement - Audit assistance - Appeal support if necessary

Emergency Push

During the emergency push period, debris removal contractors coordinate with City crews to clear blocked roadways for emergency vehicle passage. Tetra Tech can support the City with emergency push efforts. Tetra Tech services may include the following:

- Document blocked roads that require immediate clearance
- Help staff maintain maps or databases to track road clearance progress and other essential tasks, as requested
- Administer the sign-in and sign-out of labor and equipment to track time and materials (T&M) charges
- Maintain reimbursement documentation of emergency push work
- Coordination with the City to conduct preliminary damage assessments and road closures
- Establish public information protocols to respond to concerns and comments

Debris Estimate Methodology

It is critical to understand estimated quantities of debris to adequately plan for project operations and mobilization. Tetra Tech has found that rather than relying on a single approach, a combination of debris-estimating methodologies generally produces a more accurate estimate. Tetra Tech uses the following debris-estimating methodologies:

- **Data-driven debris-estimating model.** Tetra Tech has developed a data-driven debris-estimating model that takes into consideration factors such as hurricane strength category, estimated storm surge, coastal households, amount of vegetative cover, dockage, and other unique factors to develop debris estimates for a community.
- **Field survey.** “Boots on the ground” Tetra Tech staff will also work to estimate the expected volume of debris. Tetra Tech’s experienced field staff complete windshield surveys, and the information collected is aggregated by an experienced project manager to generate field survey-based debris estimates.
- **Aerial surveys.** Finally, Tetra Tech can develop debris estimates using Unmanned Aircraft Systems (UAS, or more commonly drones) to estimate debris quantities from inaccessible areas. Tetra Tech drones can capture topographic survey data, including orthophoto, contour, digital terrain, and dense point cloud data to develop estimated volumes of debris within an impacted community.

Surveying Affected Areas for Special Situations or Emergencies

Tetra Tech will customize the *RecoveryTrac*™ ADMS system to meet the data capture needs of the special situation or emergency surveys outlined in the RFP (including identifying tree stumps, root balls and associated cavities, hazardous trees, construction and demolition debris, or other potentially hazardous situations). Benefits of using digital data capture and custom electronic forms include:

- **Integration with applications:** The *RecoveryTrac*™ survey tool can be integrated into Survey123, iForms, Collector, and other standard geospatial survey tools typically used for surveying affected areas.
- **Implementation of required fields:** Tetra Tech will designate required fields that must be completed on forms before the user can move on to the next data capture event. This avoids incidents of failure to capture key information in the field due to user error.
- **Standardized data entry:** Tetra Tech will use drop-down menus and pick lists whenever practical to standardize data capture. This approach avoids use of synonyms and personalized nomenclature that can hinder data analysis and cause confusion during data interpretation.
- **Direct correlation with project-specific database:** Tetra Tech’s electronic forms and custom database are developed in concert, allowing for direct mapping between data fields captured in electronic forms and those used within the database. These tools facilitate rapid and accurate upload and storage of data, without requiring manipulation of data.

After surveying and logging findings of special situation or emergency surveys, Tetra Tech maintains a list of potentially hazardous locations and situations. The *RecoveryTrac*™ database is used to coordinate and track the appropriate dispatch of staff and equipment to remediate the hazard, as well as reporting to the City on the status of the hazard, actions taken, and post-event status.

Integrated Mapping Solutions – Unmanned Aircraft Systems

Tetra Tech provides integrated mapping solutions using state-of-the-art mapping software, airborne and mobile sensors and camera systems, and a robust information technology infrastructure. Our clients receive accurate, innovative geospatial and mapping solutions for commercial, governmental, and defense applications.

Evidence of this innovation in action is our disaster response team’s utilization of Unmanned Aircraft Systems (UAS or more commonly, “drones”) in a variety of applications to enhance our documentation and provide our clients with increased visibility into project scope and operations.

Our team has used UAS technology to help conduct damage assessments in communities affected by disasters. Data and imagery provided via UAS not only provides a more complete visual than photos alone, but also allow our team to survey areas that may be inaccessible after an incident. We can leverage this technology to reduce time spent accumulating ground survey data for large areas, to collect higher resolution data, and to provide real-time data capture to our clients. In addition to damage assessments, the technology is used in a similar fashion to provide increased visibility into debris removal operations and is particularly helpful for documenting parcel demolition and site remediation to better illustrate work progression throughout the course of a project. Our project teams have also used aerial imagery obtained from UAS to illustrate the progression of debris processing and removal at DMS locations.

UAS technology is especially useful in monitoring waterway disaster debris removal projects. Oftentimes, ease of accessibility can be an issue when working the length of some waterbodies. By using the data provided by UAS, our project team can assess the area and develop smart workplans. Furthermore, aerial images provided by UAS can demonstrate work progression on waterways where visibility from the shore is obscured.

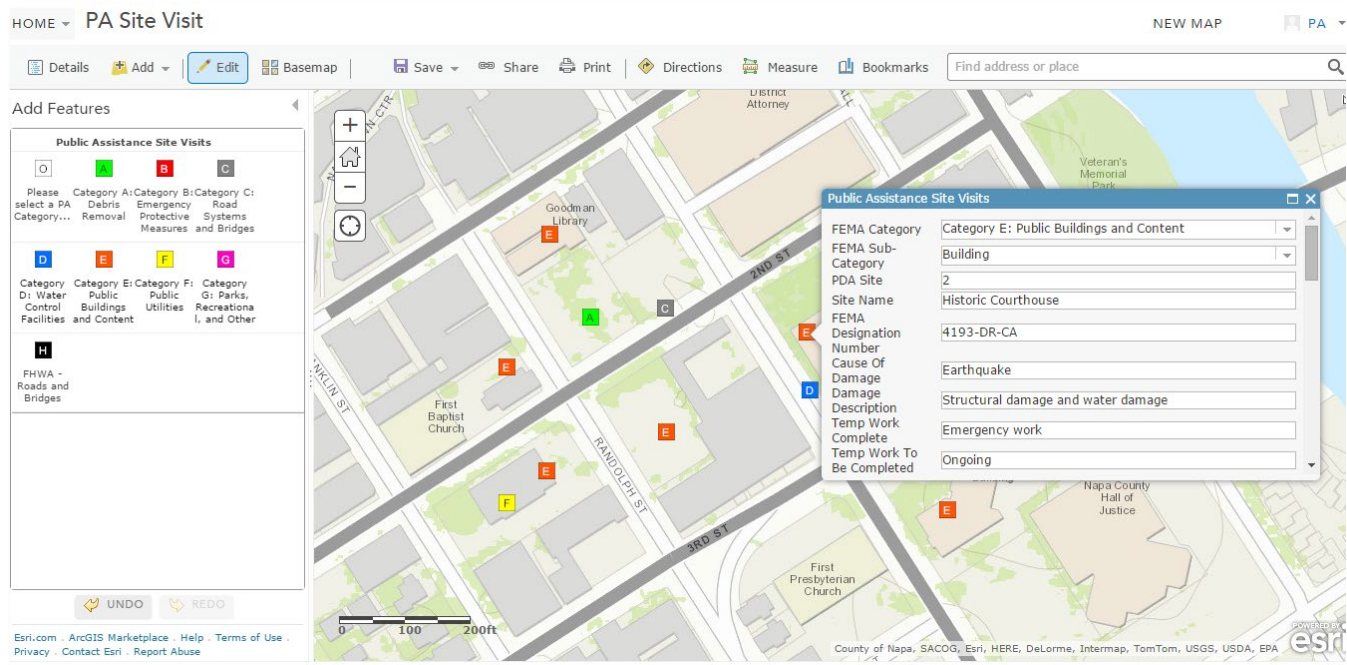
Damage Reporting

Following a disaster, the City will need to evaluate citywide damages and identify priorities. Preliminary damage assessments are a critical component to the City receiving a disaster declaration following a major debris-generating event. If tasked, Tetra Tech is prepared to supplement

City staff and assist in conducting electronic damage assessments. Tetra Tech's *RecoveryTrac™* ADMS technology would be used to conduct damage assessments and collect supporting data, including photo documentation of damages.

The collected information would be reported real-time through web-based maps that depict damage assessment progress. Tetra Tech has recently supported damage assessment efforts for local governments following Hurricane Harvey in Texas and Hurricane Maria in Puerto Rico. A sample image of Tetra Tech's web-based damage assessment report is provided below.

Damage Assessment Report



Vehicle Certification

Tetra Tech uses the *RecoveryTrac™* system to electronically certify all trucks used in an activation. Our team follows a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement. Our certification includes:

- Unique truck numbers for contractor crews and equipment
- Automated truck certification form, including:
 - FEMA guidelines on truck certification documentation and volume calculations
 - Barcode for automated ticket scanning
- Vehicle notations on the truck certification form and vehicle placard, informing tower monitors of sideboards, tailgates, or other modifications
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

Benefits of using Tetra Tech's mobile truck certification application include:

- Electronic volume calculations
- Instantaneous upload to the *RecoveryTrac™* database
- Immediate QA/QC checks to verify the truck certification calculations
- Automated photo-matching of truck and driver photographs

The truck certification application allows us to complete truck certifications in *30% less time than with a paper-based system.*

Truck Certification Report

RecoveryTrac Truck Certification Report

9/22/2019

HARRIS COUNTY TX TROPICAL STORM IMELDA ROW COLLECTION - Truck Certification Summary

	<u>Tot Trucks Certified</u>	<u>Tot Certified Capacity</u>	<u>Avg Certified Capacity</u>
Contractor: CERES	52	3709	71.33
Totals:	52	3709	71.33

HARRIS COUNTY TX TROPICAL STORM IMELDA ROW COLLECTION - Truck Certification Details

Contractor: CERES

Sub-Contractor 1: CREEL BROTHERS

<u>Sub-Contractor 2</u>	<u>Truck No.</u>	<u>Capacity</u>	<u>Cert Date</u>	<u>Status</u>	<u>Vehicle Tag</u>	<u>Vehicle Type</u>	<u>Vehicle Features</u>
N/A	810959	55	09/22/2019 11:41 AM	ACTIVE	P244760 (LA)	SELF-LOADING TRUCK	

Primary Box (L x W x H): 212x100x96 = 2035200.0 (+)
 Type: Box (L x W x H): 56x100x74 = 414400.0 (+)
 Type: Box (L x W x H): 67x100x17 = 113900.0 (+)
 Type: Box (L x W x H): 4x100x21 = 8400.0 (+)
 Total Volume: 2571900.0 Cu Inches (/46656)= 55.12 CuYds

Driver-Placard View



Side View



Back-Interior View



Front View



Field Operations

The Tetra Tech debris monitoring program includes the following:

Tetra Tech Daily Field Operations

1. Work Scheduling



Tetra Tech will coordinate with the debris removal contractor's project manager to estimate required staffing numbers for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris hauler release the next day's schedule by 5:00 p.m.

2. Check-In



Field monitors report to a staging location prior to the commencement of daily operations for a briefing by the project manager or field supervisors. In addition to conducting a safety tailgate meeting, this is also the time for the distribution of safety gear, map books, and ADMS handheld devices to document debris removal operations.

3. Deployment



One field monitor is typically assigned to one loading unit or two monitors to a leaner and hanger removal crew. In instances where leaner and hanger crews have multiple saw operations, the cut crew can request the addition of a monitor (this typically happens when a cut crew can complete over 40 hazard removals per day).

4. Field Supervision



Responsibilities of the field supervisor monitor include training, QA/QC of work being performed, verifying load ticket accuracy, and responding to field monitor and debris contractor issues. Tetra Tech utilized National Incident Management System supervisor ratios for span of control and efficiency of operations.

5. Field Documentation



Field monitors will verify proper loading of debris and will document that contractors and their subcontractors adhere to local, state, and federal regulations and safety guidelines. Debris removal procedure discrepancies are reported to the supervisor. If a field monitor feels a justifiable need to stop operations, the monitor will refrain from issuing a ticket until the debris hauler supervisor and a Tetra Tech supervisor determine an appropriate action.

6. Daily Closeout



At the close of operations each day, all field monitors will report to the staging area to clock out, turn in their ADMS handheld device, and receive a debrief from field supervisors. The field supervisors conduct a QC of the day's work.

Potential Delay	Tetra Tech Strategy
Inability of a debris contractor to respond with sufficient equipment	Tetra Tech will provide burn rate analysis to verify the proper equipment is being provided. This will be adjusted as more accurate debris estimates are available.
Leapfrogging by the contractor (cherry picking work being performed)	Leapfrogging can be detrimental to the efficiency of operations and will be reported by Tetra Tech.
Delayed invoices by the contractor	Tetra Tech will work to make the contractors aware of an appropriate timeframe for invoicing and will communicate with the City if deadlines are not being met.
Not adjusting deadlines for collecting debris and work schedule that is based on an update-to-date estimated work to be completed	As damage estimates become more accurate (as is typical throughout the process), Tetra Tech will work with City officials to adjust the timeline to appropriately reflect the changing estimates.

In addition, there are events out of the control of all parties that could negatively impact a debris removal operation (for example, inclement weather). In the event any of these circumstances occur, Tetra Tech will work closely with the City to refine timelines and support an expeditious recovery for the City.

TDSRS Monitoring

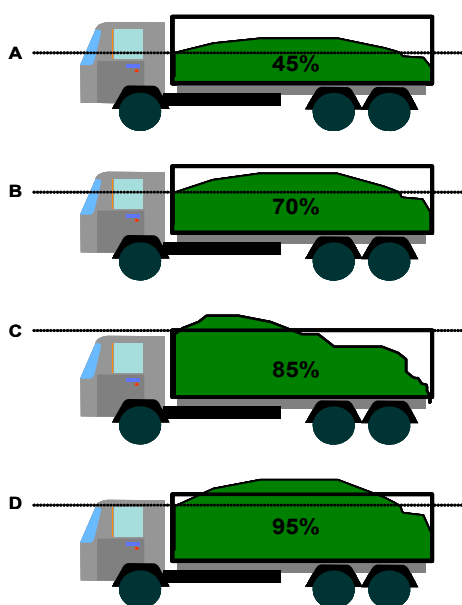
Tetra Tech has industry-leading experience assisting local and state governments with locating and permitting TDSRS locations before a disaster event as well as post-disaster. Based on State environmental agency guidelines, TDSRS typically require baseline soil testing before use. Following the completion of work at the TDSRS, the baseline soil testing is used to verify site remediation is complete.

As TDSRS locations are activated, Tetra Tech will provide a minimum of two disposal monitors per site, which may scale depending on site layout and operational needs. The disposal monitors will verify that the debris contractor passes through the TDSRS and will verify accurate and complete documentation. Several daily audits will be performed by project managers and supervisors to verify that load call data is consistent and accurate. Documentation kept by Tetra Tech TDSRS disposal monitors includes:

- **Load Ticket.** Documents that debris removal complies with all FEMA requirements.
- **Disposal Monitor Log.** Used as backup documentation as required by FEMA.
- **Scale Manifest Tickets.** For weight-based debris hauling contracts, Tetra Tech will digitize and catalog scale tickets.
- **Incident Report.** Tetra Tech will document property damage, arguments, unsafe practices, and injuries.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a TDSRS frequently to create a visual timeline of the site.
- **QA/QC of Field Tickets.** Disposal monitors review and verify collection monitors' work in the field.



Load Call Estimate Examples

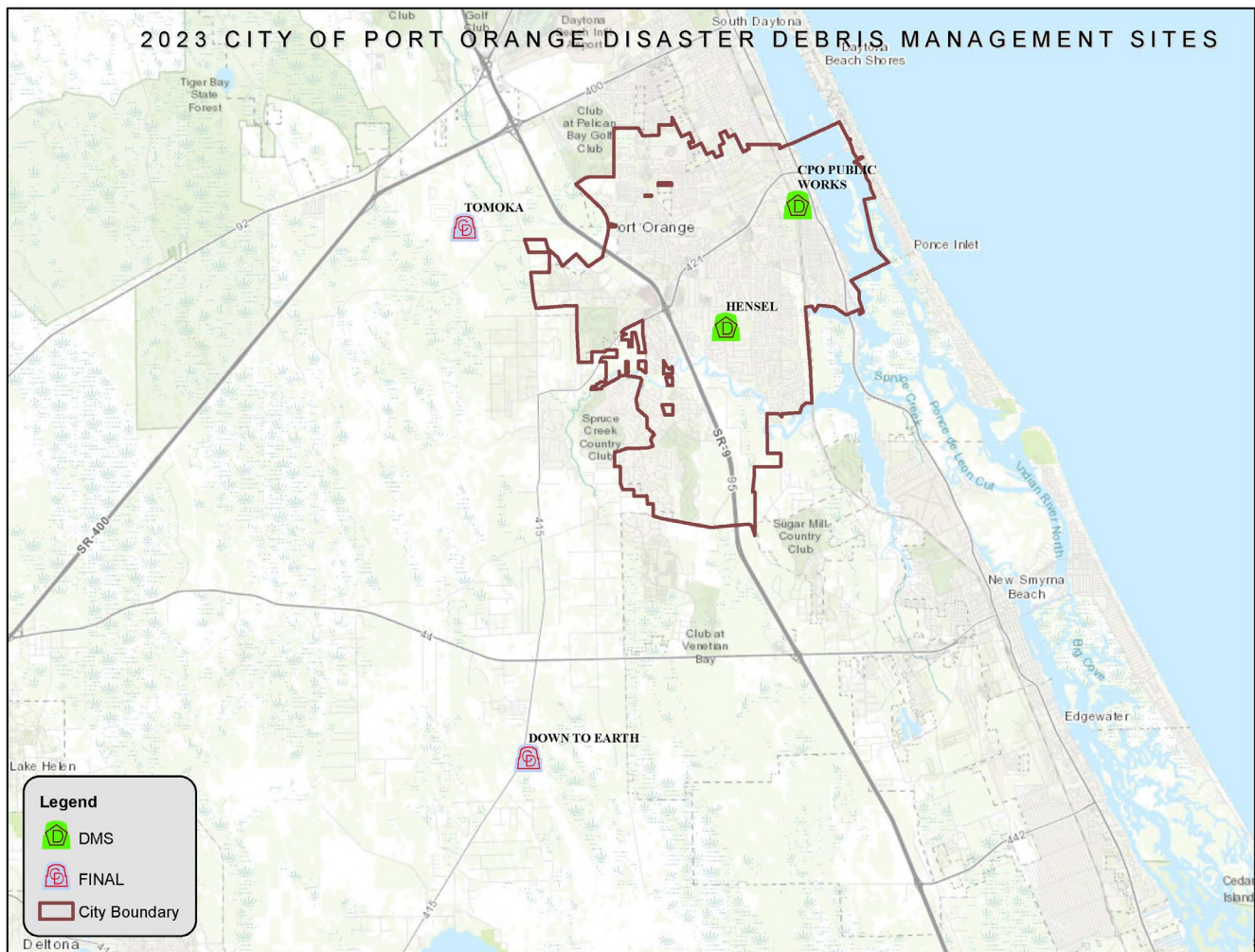


Example A. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 45 percent.

Example B. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 70 percent.

Example C. The mounded portion at the front of the load offsets the area in the back where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 85 percent.

Example D. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 95 percent.



Residential Drop-Off Sites

Residential drop-off sites can be beneficial by allowing residents to address disaster debris on their property. However, to be eligible by FEMA, the City must verify that only their residents are using the drop-off site and prevent commercial debris contractors from disposing of debris at the residential drop-off site. Tetra Tech can assist the City in monitoring residential drop-off sites and verifying City residence before a resident unloads debris at the site.

Right-of-Way Collection Reporting

Our *RecoveryTrac™* ADMS technology allows the City to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring.

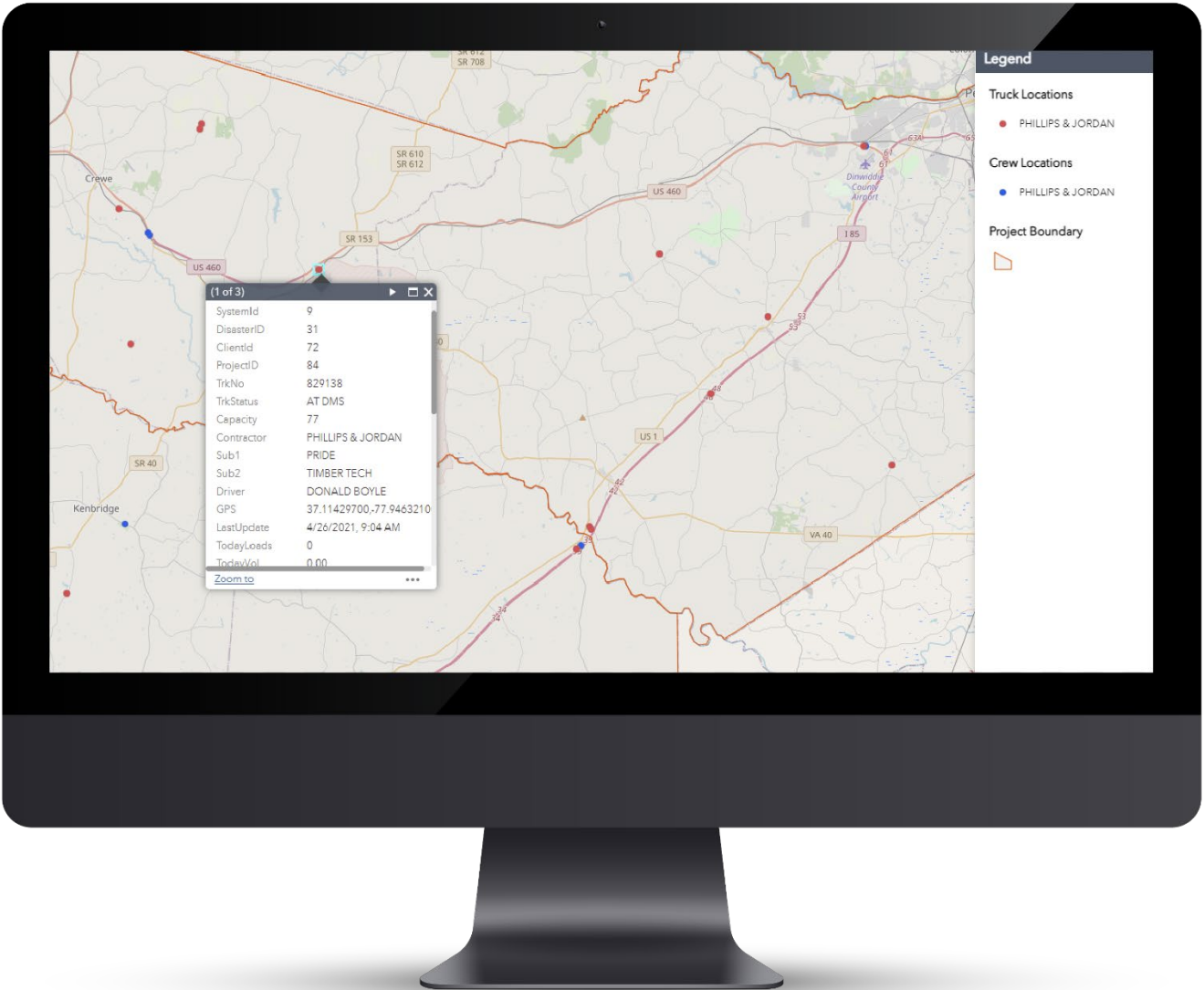
At each debris collection point, the field collection monitor marks the waypoint or location of the debris pile to collect GPS coordinates. The map on the following page displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be filtered by date.

Waypoint Collection/Hazardous Tree Maps



An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real time, as demonstrated below.

Truck Locations



Stumps and Leaners/Hangers

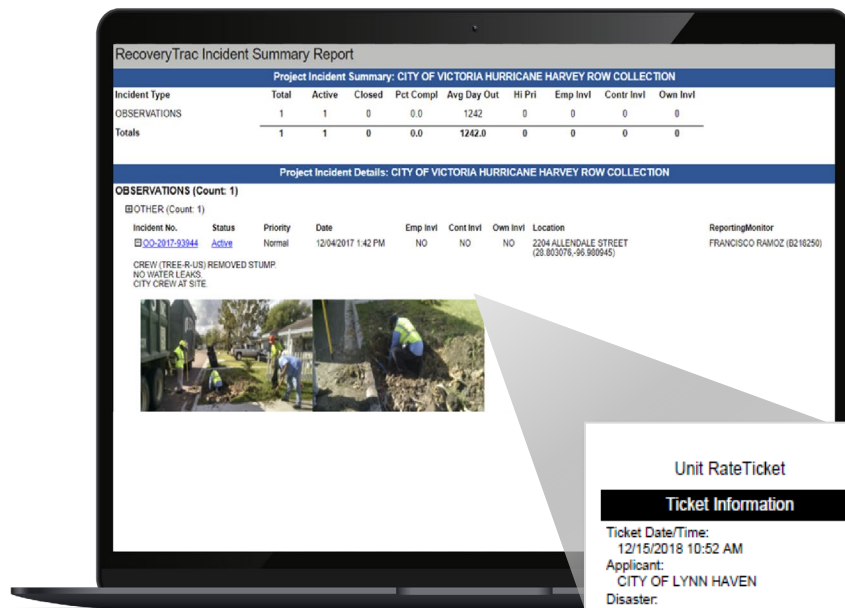
Guidance established by FEMA requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech utilizes ADMS technology to automatically associate photographs for all hazardous tree and hanger removal operations, which eliminates the potentially extensive labor associated with this task. Additionally, our ADMS technology and software is designed to manage photo documentation by compressing and securely storing photos for field validations and audits in real time. The ability to associate photo documentation to unit rate tickets is critical for FEMA reimbursement, QA/QC, and fraud deterrence.

As work in the field is completed, the information and supporting photos are uploaded directly to our database for QA/QC checks. A QA/QC manager verifies that the photographs comply with FEMA regulations and that all measurements meet the City's contractual agreement with the contractor.

Hazardous Tree Mobile Suite



Real-Time Ticket Report



Unit RateTicket

Ticket Information

Ticket Date/Time:
12/15/2018 10:52 AM
Applicant:
CITY OF LYNN HAVEN
Disaster:
FL - HURRICANE MICHAEL
Contractor:
ASHBRITT
Sub-Contractor:
TRI-RIVERS - ARBORPRO
Crew No.:
710360
Supervisor:
JONATHAN COLLINS

Hazard Information

Hazard Type:
1A - HAZARDOUS HANGERS
REMOVAL
GPS(Lat,Lng):
30.221035,-85.657865
Address:
812 BRADFORD CIRCLE
Measure:
5.00
Unit Count:
1.00
Start Time:
12/15/2018 10:35 AM
EndTime:
12/15/2018 10:52 AM
Monitor Name (Id):
JOELLY HARVEY (F232186)

Copyright 2019, Tetra Tech Inc.

Spotlight On:

ANSI A300 Tree Care Standards

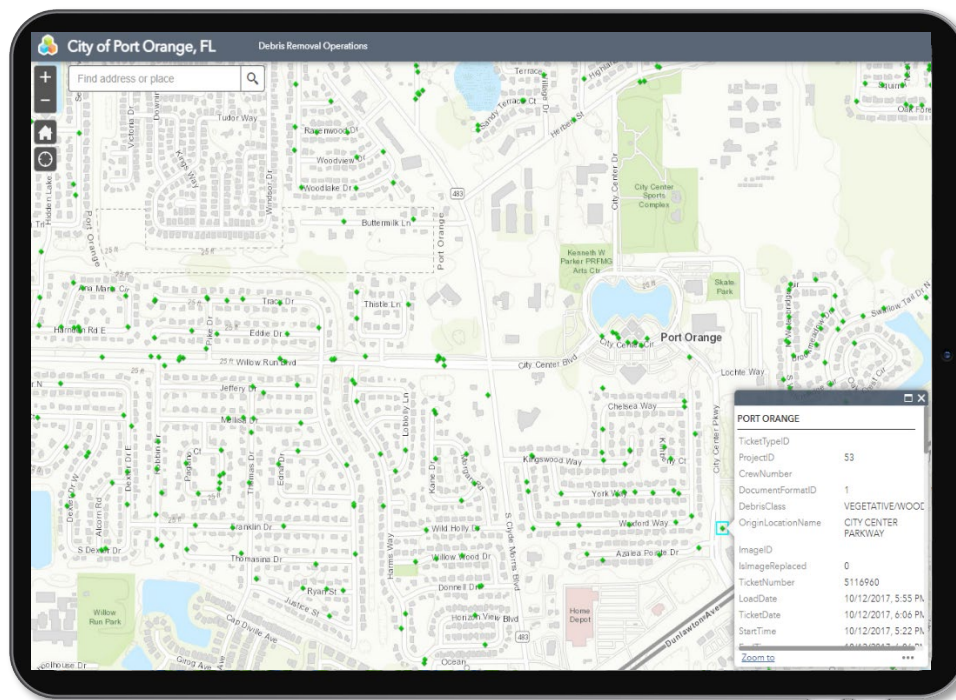
Tetra Tech recognizes the importance of complying with the ANSI 300 standards to ensure the health of the trees and the surrounding environment. Tetra Tech supports many local, state, and provincial governments and federal regulators, completing projects on their behalf that require an understanding of the latest agency policies and guidance. Our work includes field compliance oversight; permit development, review, and deficiency notifications; document review; and litigation support.



Unit Rate Ticket Geoportal Report

As monitors complete unit rate tickets for hazardous trees or hangers, their locations are logged and collected. The map below displays locations where hazardous tree or hanger removals were documented in the field. Clicking on the marker allows the user to review the data and photos collected by the field monitor (see example below). The unit rate ticket report is updated in real-time.

Unit Rate Ticket Map



Public Information

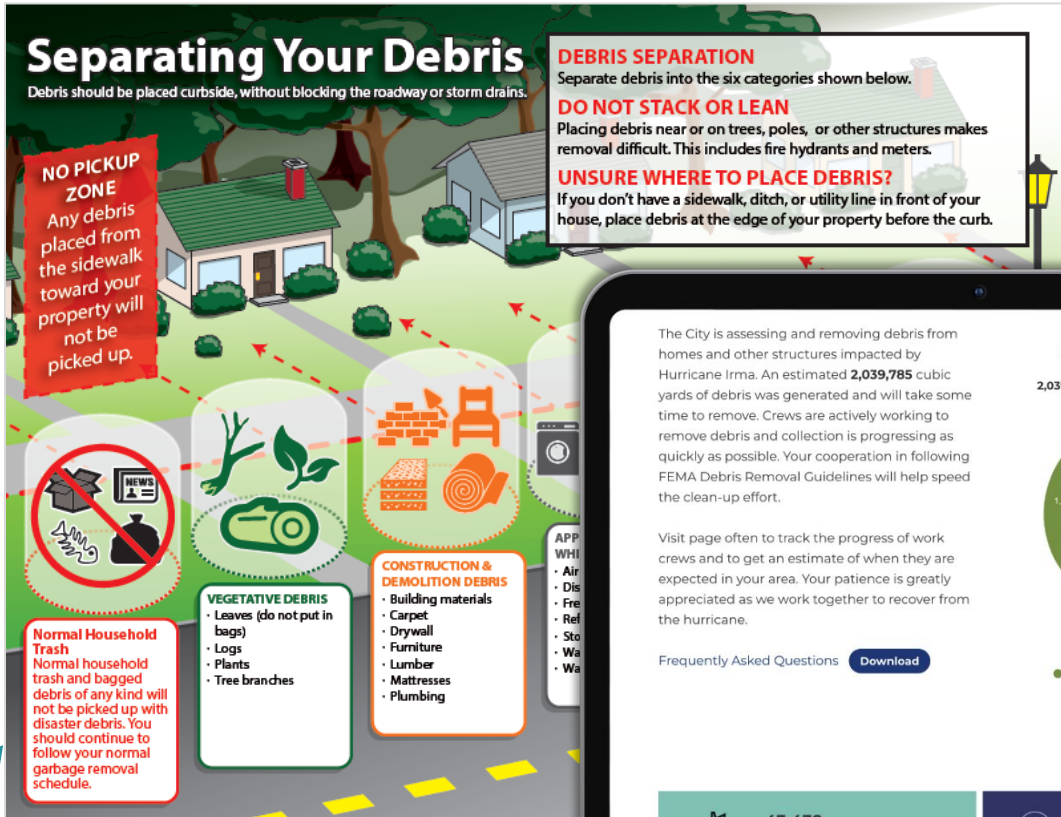
Tetra Tech is prepared to assist with developing a means for the City to manage inquiries from residents regarding the debris removal process. Tetra Tech has staffed debris hotlines for some of the largest disasters that have impacted the United States and can help the City establish and staff a debris hotline (including supplying equipment, phone lines, etc.) to respond to public inquiries and concerns.

Public information for debris operations should focus on two components: safety for handling debris and proper set-out procedures.

Many hurricane-related injuries and deaths occur after the incident because citizens do not safely address disaster damage and debris. Some of these deaths and injuries could be avoided if residents were provided timely information on how to safely address disaster-related damage to their homes. Public information for residents should include safety precautions for assessing their damaged homes and operating dangerous equipment to remove debris. In addition to safety instructions, proper set-out procedures are critical to ensure that the City can maximize recycling opportunities, reduce impacts to landfill capacity, and maintain efficient debris removal operations.

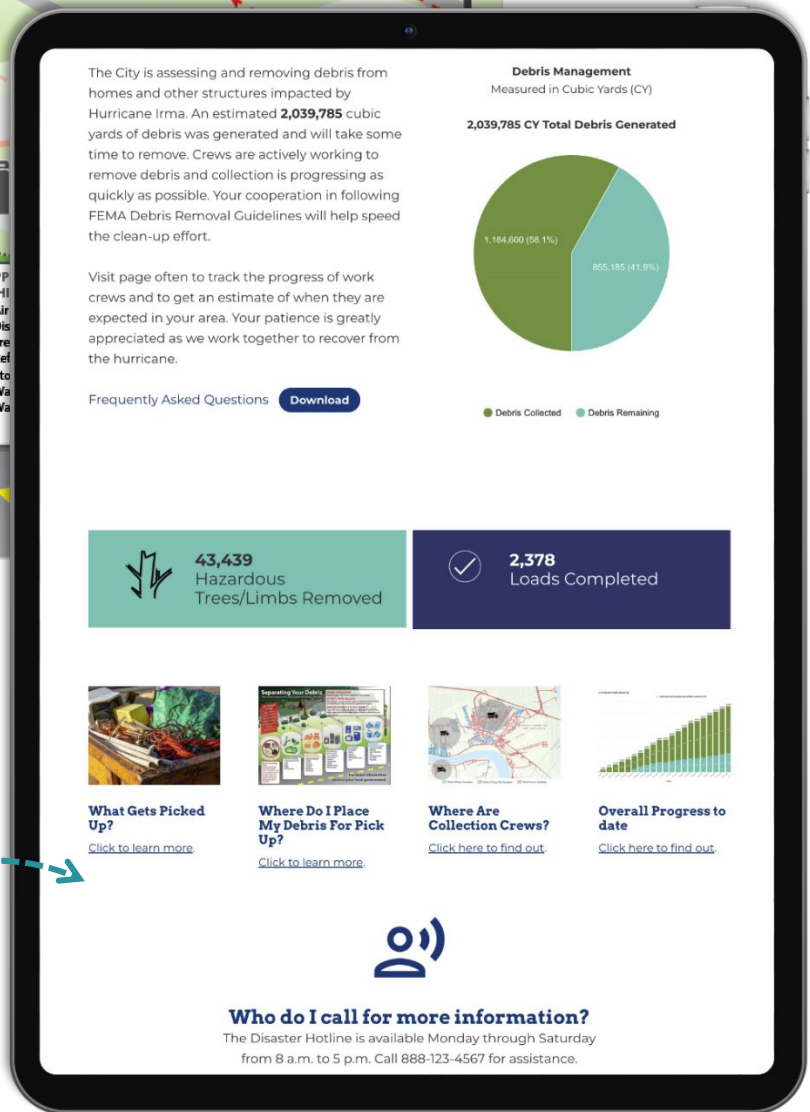
Public information should include instructions for residents to properly separate their debris streams such as HHW, electric waste, construction and demolition debris, vegetative debris, and white goods. Public information should provide residents with specific instructions for separating and bundling their debris and include any information for citizen drop-off locations.

Public messages must meet the needs of the community to ensure all populations receive and understand critical information in a culturally appropriate and effective manner. Tetra Tech will coordinate with the City public information officer to ensure the correct information regarding debris operations is provided to the public in a format that is accessible to the City diverse population, in a language all can understand.



Flyer detailing debris separation and placement guidance for residents.

Public-facing website detailing collection information, debris removal status, and more.



Call Center Operations

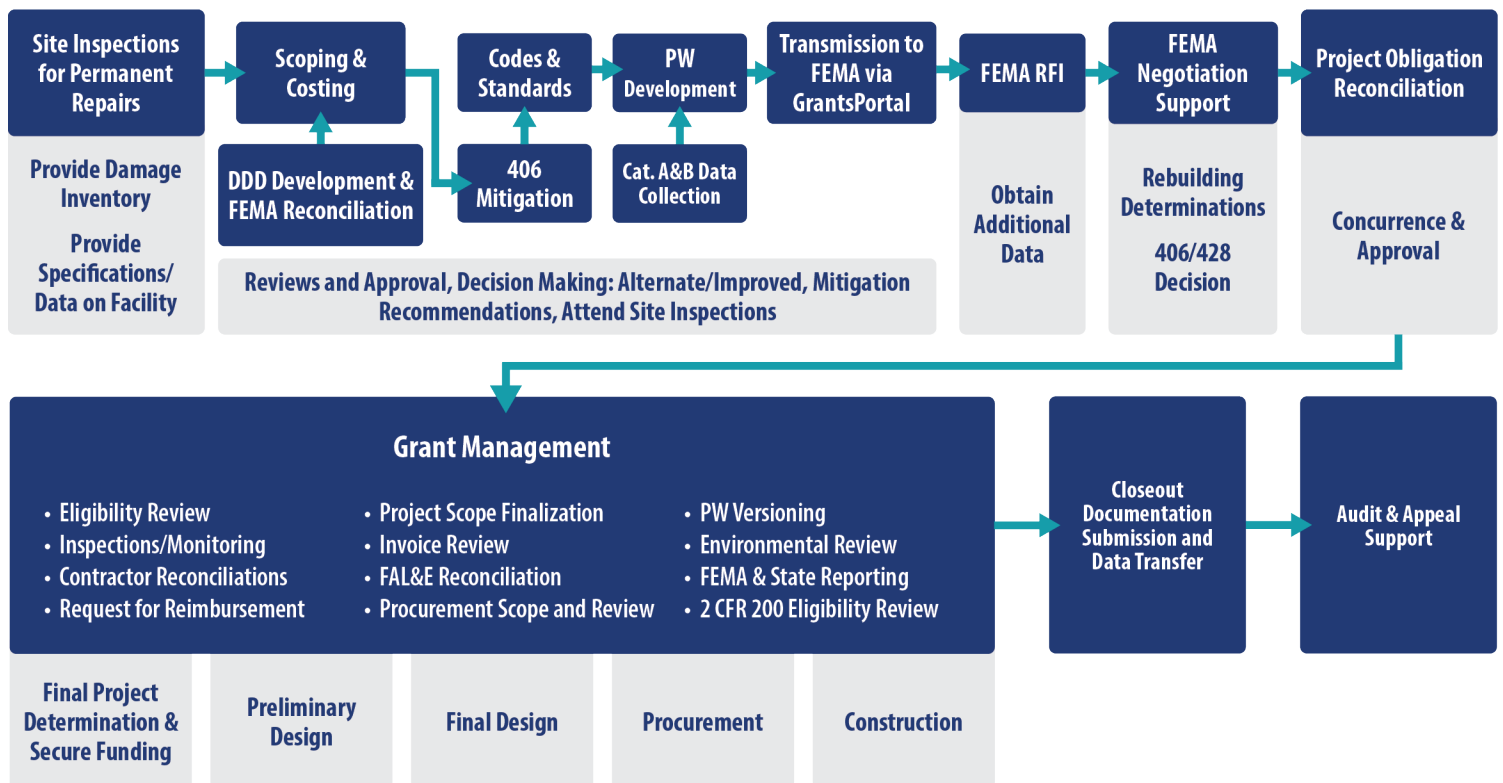
Emergency events place tremendous stress on public information centers. Tetra Tech routinely provides call center operations to our clients following natural disaster events. We can deploy a remote call center with trained staff if needed by the City. With our experienced team and advanced technical infrastructure, Tetra Tech can quickly assess needs and provide an end-to-end solution that includes a communications plan, toll-free numbers, operator staffing, call documentation, and reporting. Providing this service allows our clients to focus on the problems at hand, while staying connected and responsive to the community's need for information. Tetra Tech has provided these services to communities impacted by some of the worst disasters of our time.

Tetra Tech successfully operated a call center for Harris County OHSEM following Hurricane Harvey in 2017 and stood it up within 24 hours of a Notice to Proceed. We have also provided this service to Osceola and Polk County, FL following Hurricane Irma; and the City of Houston, City of Galveston, Galveston County, and Montgomery County, TX following Hurricane Ike.



Dedicated Team and Process for FEMA Reimbursement

The flowchart below illustrates Tetra Tech's approach to the FEMA PA Program lifecycle. Our team has developed documentation processes to capture the data at each step along the way.



Initial Damage Estimates

Through our experience working with clients in response to the 2020 hurricane season, FEMA is requiring greater documentation of disaster-generated damages than ever before in order to receive a disaster declaration. The proper reporting of damage by the public and inspection of the damage by the City and governmental officials is becoming increasingly important.

Tetra Tech will assist the City in a systematic approach of cataloging, reporting, and documenting disaster-generated debris. We will develop a work plan with the City, ahead of storm season to maximize the efficient use of City and Tetra Tech resources to quickly and accurately find and report debris. As detailed in SECTION, the use of our proprietary *RecoveryTrac*™ ADMS technology can assist the City in not only documenting this debris but also targeting resources to remove, haul, and monitor those operations.

A critical part of painting the picture of the disaster event for FEMA is documentation regarding damage location using mapping and the nature of the damage using photo and descriptive evidence. The visualization of the event provides critical insight into the disaster itself and the required resulting response and recovery. To support the City in conducting initial damage estimates, Tetra Tech maintains a critical focus on compliance from the outset. Tetra Tech will coordinate with the City and its departments to integrate into the incident response framework by mobilizing staff to designated locations, leveraging local partners in specific jurisdictions, and working with citizen response teams.

Tetra Tech has utilized several methods to complete and document damage estimates and will work with the City to identify and deploy the preferred solution. In addition to the assessment conducted on the ground by both City and Tetra Tech personnel, potential tactics include:

- Public-accessible QR codes to report damage
- GIS mapping
- Social media mining to geotag photos of damages
- UAS/drone documentation to identify most heavily impacted areas

Immediate Needs Funding (INF)

Immediate Needs Funding (INF), also referred to as Expedited Funding, is intended to meet an applicant's urgent needs in the initial aftermath of a disaster and is often a critical part of the initial disaster response and short-term recovery. In utilizing Expedited Projects for Emergency Work, FEMA provides expedited funding for Emergency Work Projects. Eligible activities typically include debris removal and emergency protective measures; as such, the funding may be used to cover such costs as overtime payroll, equipment costs, materials purchases, and debris removal and monitoring contracts when these costs are incurred for emergency work.

FEMA and the State normally require PA applicants to provide all supporting documentation for reimbursement for completed work, but they can relax this document requirement and provide initial funding to applicants for emergency work required in response to a declared event. Throughout the Expedited Project development process, Tetra Tech will assist the City in gathering and documenting work undertaken as well as providing a summary of the costs for emergency work not yet completed. Tetra Tech will assist the City with gathering the necessary inputs for completed work and developing and applying a sound methodology to present any projections of costs that are to be used to develop Expedited Projects.

Expedited Projects are obligated at 50 percent of eligible costs incurred for Debris Removal (Category A) and Emergency Protective Measures (Category B) conducted within the first days following the disaster and provide the necessary cash flow to kick-start recovery and ease the transition to the more traditional reimbursement-based program. Once the initial award of the expedited project is processed at 50% of the eligible costs incurred or projected, the City will need to provide all required documentation prior to the remaining funds being awarded in a project amendment. After the receipt of the initial funding, Tetra Tech will assist the City in documenting the use of the expediting funding for eligible activities and work to develop the next version/amendment of the project, accounting for those funds and presenting any others that may have been incurred.

The City is supported by debris management consultant Chuck McLendon, who has served as principal in charge for 30+ major disaster activations, managing more than 100 million CYs of debris removed and *upwards of \$2.5 billion in FEMA PA reimbursement*. Mr. McLendon maintains in-depth knowledge of the FEMA PA program, including an expert understanding of Federal Register 2 CFR Part 200 ("the Super Circular").

FEMA is required to disallow all ineligible or unsupported costs. To avoid de-obligation of PA funding, it is critical that applicants sufficiently document costs by type. Knowing which information to capture during emergency work implementation is key and *Tetra Tech has decades of experience in assessing eligibility of and documenting compliance for costs*.

Project Worksheet Completion and Application Process

Tetra Tech's experienced grant managers are poised to help the City submit its initial Request for Public Assistance and attend or provide support for State-led applicant briefings, FEMA recovery scoping meetings (formerly known as kickoff meetings), or any other meetings with FEMA or the State in the development of projects. With the changes FEMA has made to their PA Delivery Model, eligibility determinations are no longer made "in the field" and the projects are written at the Consolidated Resource Centers. Close and consistent interaction with FEMA staff is still crucial, so the City needs an experienced team to augment efforts in presenting any and all eligible costs and activities to FEMA for inclusion in projects.

Submitting a complete damage inventory is key to presenting disaster-caused damage and costs to FEMA. Experienced Tetra Tech project support staff will help gather all necessary inputs for the best possible outcomes. By timely addressing requests for information and uploading related information and documentation, Tetra Tech facilitates timely obligation of project funding and access to federal dollars for recovery.

One of the most often experienced barriers to timely obligation of projects and reimbursement of funds is lack of proper documentation. We work hand in hand with our clients to identify, gather, organize, and submit records reflecting any and all eligible activities undertaken. These records are audit-ready for our clients and paint the picture of well documented eligible work and costs to FEMA, the Department of Homeland Security's Office of Inspector General, City Inspector General, State Legislative Auditor, or others. We serve as a force multiplier for your staff and recognize the importance of timely responding to any Requests for Information (RFIs) received from federal or state officials. We coordinate with all involved to minimize any "back and forth" on such requests that often result in the loss of precious time. Our team of experts can also be onsite with FEMA's site inspectors to adequately capture, measure, and quantify damages. Time equals money, and our goal is to minimize the length of time the City spends waiting for return of eligible program dollars.

Tetra Tech is a nationwide leader in the administration of federal funding for disaster response and recovery. Our dedicated staff includes former federal and state level executives with decades of *experience working with FEMA Region IV*.

Audit Support

Our team has a proven track record of success in helping our clients resolve disputes with funding agencies such as FEMA or the Grantee (State). This includes support post-obligation audit and the appeal process. Throughout our FEMA-funded disaster response operations, we have only been involved with a handful of disputed projects over documentation.

We believe in remaining proactive in preventing further appeals requires frequent meetings with state partners and FEMA regions to avoid situations whenever possible.

Furthermore, due to our staff's in-depth knowledge of FEMA reimbursement policies, we are often hired by applicants to assist them after FEMA determination memos and Office of Inspector General (OIG) audits even when we were not involved with the applicant during the recovery period.

Recently, there has been a shift in the direct of FEMA to perform audits earlier in the disaster so that corrective actions can be made for the subrecipient or recipient. The three most common types of audits that we have supported within the first 2 years of the disaster include:

Tetra Tech **uploads documentation and project support with consistent file naming conventions**. This organized, systematic approach enables timely and thorough review of documentation presented to FEMA and Florida.



Tetra Tech has supported clients across disasters from 2016 through today on these up-front audits by:

1. Conducting pre-meeting with stakeholders
2. Preparing compliance checklists
3. Developing documentation notebooks
4. Attending meetings and providing subject matter expertise support
5. Responding to for Requests for Information

Elements of our audit support strategy include:

- **Maintain Data Quality:** Consistent quality checks are integrated throughout project operations to maintain data integrity from the beginning.
- **Retain the Data:** Maintain the data on our secure, cloud-based storage site to mitigate the risk of data loss.
- **Respond Quickly:** Acknowledge the question within 12 hours and respond to the audits within 48 hours of a request.
- **Maintain Communication:** Establish weekly calls with auditors that provide visibility into City activities.
- **Stay Positive:** Maintaining a positive spirit between the parties to foster a solution quickly.

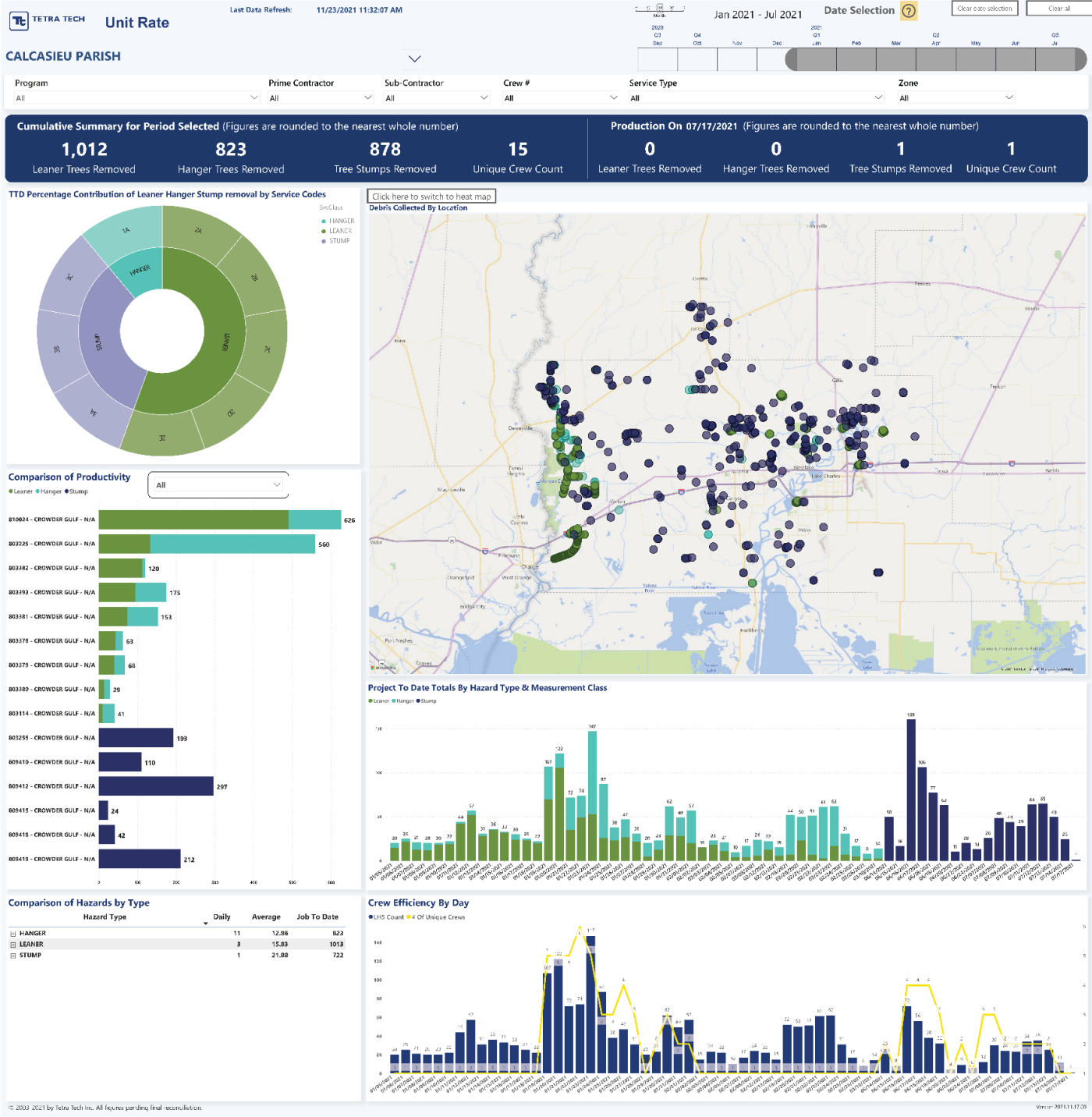
Reporting

Tetra Tech has extensive experience in collecting, managing, and tracking financial and project data. Our firm has a full suite of existing reports to allow for custom reporting on all metrics requested from our clients. Tetra Tech has years of experience tracking invoice amounts and payments, budget forecasting, change order and work order attributable costs, etc. We understand the importance of accurate data and cost tracking and have developed several reports over the years to enhance visibility into essential project aspects. A sample of the variety of reports we are able to issue are summarized on the following pages.

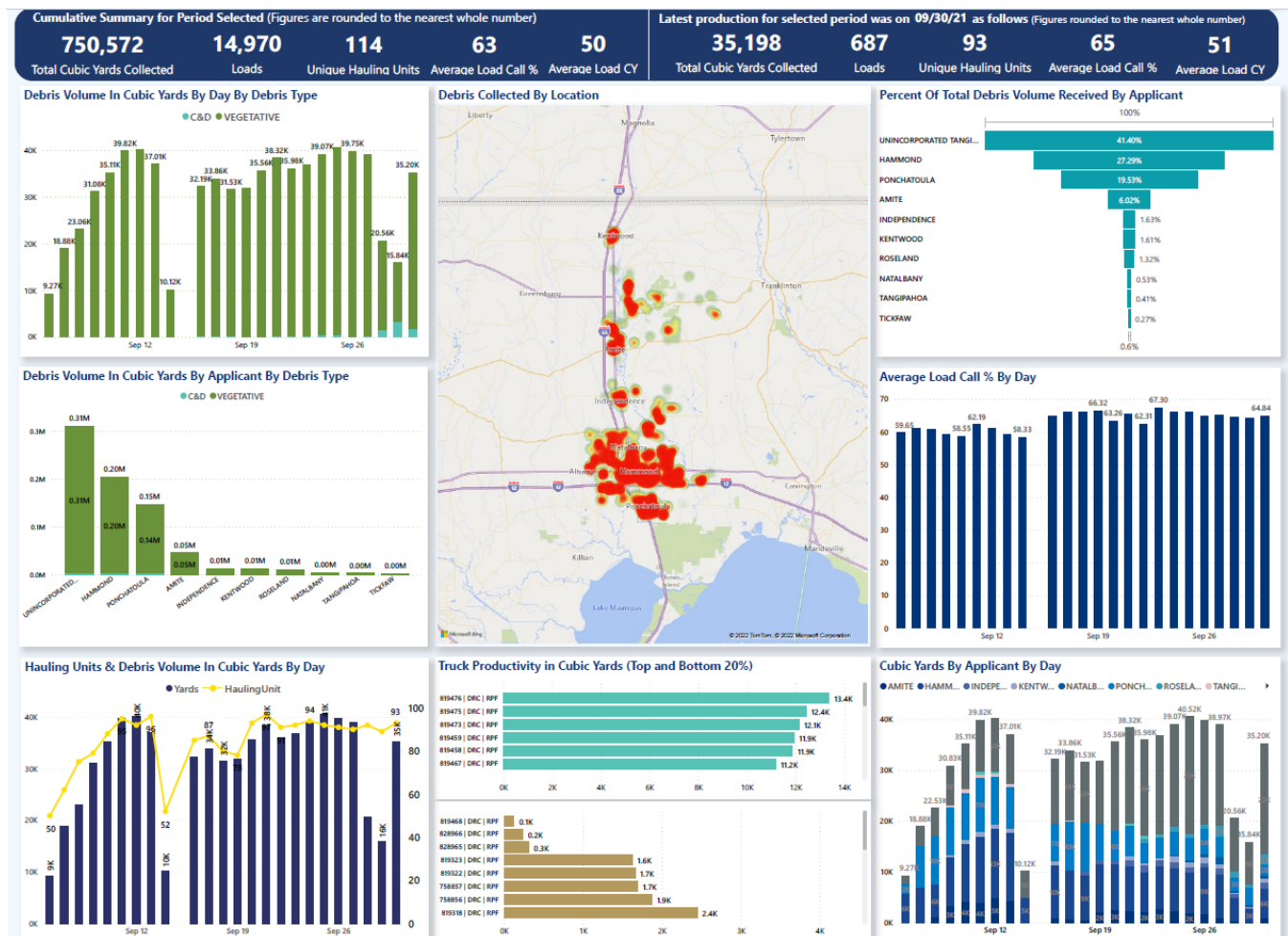
Daily Report

Tetra Tech has a suite of reports that are automated from *RecoveryTrac*™ ADMS and available in real-time via PC, tablet, or smart phone. Although the reports are available at any time to the City, Tetra Tech will submit a daily status report that includes daily cubic yards/tons collected by material and program, cumulative cubic yard/tons collected, number of debris monitors in the field, cumulative cubic yards/tons hauled to final disposal, and daily/cumulative hazard removals. Below are samples of these reports created for recent projects. Additionally, Tetra Tech takes pride in the customization of reports to meet our client's specific needs and provided reports tailored to any metrics not captured in the generic reports.

Sample Custom Report Developed



Sample Custom Report – Debris Volumes by Municipality



Daily Budget Status Reports

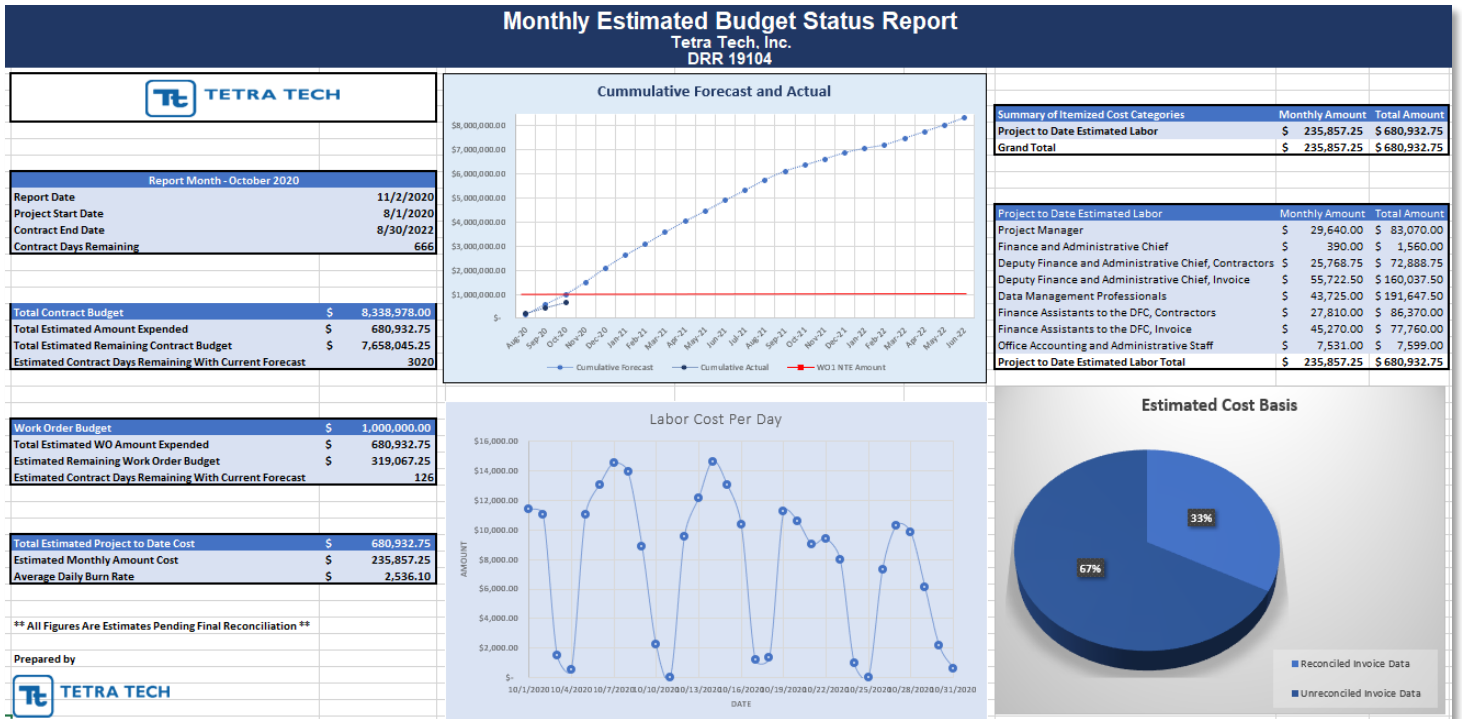
Tetra Tech provides a variety of daily reports that capture costs incurred, invoicing statuses, projections of work, debris totals, task force productivity, evaluation of integrity controls, recommendations, budget forecasting, and other metrics, as requested. Some specific examples of daily reports issued for prior projects include:

- **Finance Daily Budget Status Report:** This report's focus is on invoice reconciliation statuses, budget forecasting, and daily burn rates, contract service expenditure, work order and change order not-to-exceed tracking, and client recommendations based on analyses.
- **Contractor Daily Production:** This report graphs debris type tonnages on a per debris removal team basis by day. This graph also utilizes a slicer to restrict data displayed in the graph to a particular task force and also a timeline to allow for a specific day or range of dates to be shown.
- **Debris Removal Team Daily Production:** This report displays the ticket data summarizing the CYs or tonnage associated with tickets from properties assigned to the contractor. This graph also utilizes a slicer to restrict data displayed in the graph to a particular task force and also a timeline to allow for a specific day or range of dates.
- **Daily Report Contractor Expenditure:** Displays the services included in the project for the contractor. Also shows the quantity and cost amount of each service per day as well as the project to date total of all services. This report also calculates the average daily cost estimate based on the average daily cost for the previous five days.

Monthly Budget Completion Status

Tetra Tech's monthly budget completion status report summarizes financial data collected during the month for all contractors. Additionally, a robust forecast is incorporated along with a summary of recommendations based on the project's operations during the previous month.

Monthly Budget Status Report



On-Demand Budget Reports

Tetra Tech is able to provide budget reports on demand facilitated by superior cost and quantity tracking in the *RecoveryTrac™* database. Previous custom on-demand budget reports include a combination summary of debris quantity data combined with financial metrics.

Incident Reporting

Another key feature of our ADMS technology is that it allows field monitors to report incidents and provide supporting photographs in real time to the City, Tetra Tech, and the debris contractor. Examples of incidents include reporting pre-existing damage, damage caused by the contractor, debris piles skipped by the contractor, safety hazards, and other incidents critical to a debris removal program. As monitors complete incident reports in the field, the information and supporting photographs are uploaded to the Tetra Tech reporting server. Depending on the type of incident, priority e-mails may be sent out by the reporting server to City representatives, Tetra Tech's project team, and debris contractor representatives. Our firsthand experience assisting local governments with recovering from disasters has shown that accurately capturing and photographing pre-existing damage can alleviate residential damage claims that may be submitted to the City. Additionally, the incident map developed from the collection information is essential to quickly identify unresolved contractor damages before the completion of the program.

Incident Report

RecoveryTrac Incident Summary Report

Project Incident Summary: CITY OF WESTLAKE HURRICANE LAURA ROW COLLECTION

Incident Type	Total	Active	Closed	Pct Compl	Avg Day Out	Hi Pri	Emp Invl	Contr Invl	Own Invl
DAMAGE TO PROPERTY	2	2	0	0.0	61	0	0	1	0
Totals	2	2	0	0.0	61.0	0	0	1	0

Project Incident Details: CITY OF WESTLAKE HURRICANE LAURA ROW COLLECTION

DAMAGE TO PROPERTY (Count: 2)

PRIVATE PROPERTY-MAILBOX (Count: 1)

Incident No.	Status	Priority	Date	Emp Invl	Cont Invl	Own Invl	Location	ReportingMonitor
DP-2020-30961	Active	Normal	9/9/2020 5:26:00 PM	NO	NO	NO	1313 GREENROAD STREET (30.250231,-93.257046)	DARE ADEYANJU (586714)

MAILBOX DOWN BEFORE THE ARRIVAL OF THE DEBRIS TRUCK.



Sample Report: Incident reports are available in real-time and can be accessed at any moment.

Final Report

Tetra Tech has extensive experience completing final reports for disaster debris removal projects. The Final Report will summarize the pre-debris removal, pre-tree removal, and post-debris and post-tree removal conditions. The Final Report typically includes the initial and final assessments, ROE, summary of quantities of materials removed, environmental sampling information, pre and post-work photographs, and final sign off.

In addition, data can be downloaded directly from the *RecoveryTrac*™ system using ESRI's ArcGIS feature services. These feature services allow location base selection and download of the data contained within the selected area. *RecoveryTrac*™ Fleet history, including individual route history can be downloaded and is available over the life of the project.

Upon project closeout, geospatial data will be provided in an ESRI File Geodatabase (FGDB). Non-geospatial data would be provided in Microsoft Excel format, as directed by the City. The data formats provided do not require a *RecoveryTrac*™ license.

Contractor Reconciliation

The *RecoveryTrac™* system significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech.

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the *RecoveryTrac™* database to generate transactions applicable to contract terms for tickets issued to each debris contractor. Prior to the start of debris removal operations, Tetra Tech will meet with the debris contractor(s) to review:

- The invoicing processes
- Contract services established in our database
- Tetra Tech data tools available for their use
- Any other accounting needs as tasked by the City

During this meeting, the typical components of the Tetra Tech payment recommendation will be reviewed, the process for adjustment reconciliation will be explained, and the debris contractor(s) will be trained on how to access Tetra Tech's suite of debris hauler reconciliation data reports (including reconciled transactional and live ticket data).

If *RecoveryTrac™* ADMS will be used to document the debris contractor's work, Tetra Tech will review the automated reports generated by the system to verify that the dataset is sufficient to reconcile with that contractor's subcontractors, and to generate invoices for payment by the City. If another cost tracking system will be used to document the debris contractor's work, Tetra Tech will review the work that has to be documented to verify that our staff will be able to capture the information needed for accounting and invoice review.

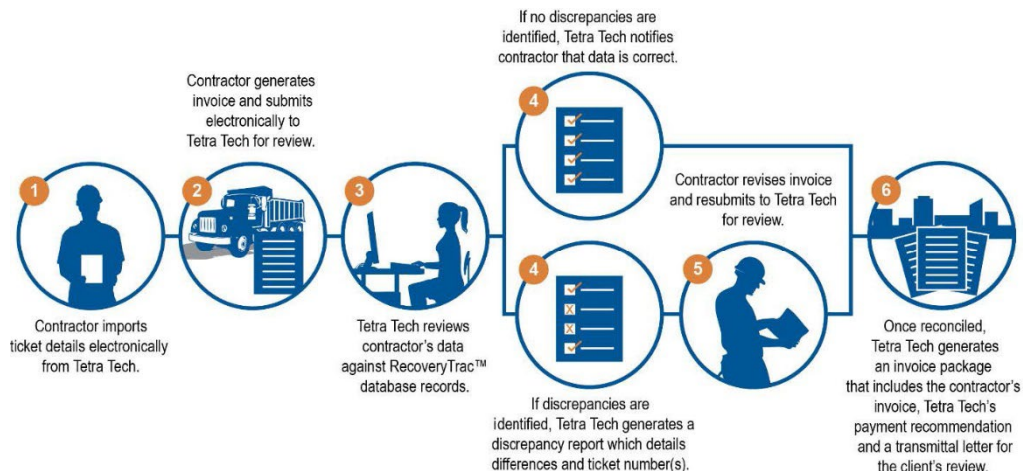
Our invoicing process includes several real-time QA/QC checks throughout the day, and a final daily comprehensive data analysis is performed at the close of operations. A final QA/QC check is completed when the debris contractor sends the invoice dataset to Tetra Tech for reconciliation. Incongruencies in the debris contractor's data are flagged for review and must be resolved prior to the issuance of a final invoice.

Whether using *RecoveryTrac™* ADMS or paper logs, Tetra Tech will use our *RecoveryTrac™* database to store and review data generated in the field documenting debris contractor work. Several QA and QC checks of data will occur before the dataset is ready for reconciliation with the contractor. Services related to debris contractor work order or change order charges are also tracked within the system.

Tetra Tech will submit invoices within the timeframes determined by the City. The process for contractor invoice reconciliation is as follows:

1. Debris contractor manually enters ticket detail into a contractor database or imports ticket data based on debris contractor reports.
2. Debris contractor generates an invoice for a specified period and submits the invoice and electronic backup to Tetra Tech for review.
3. Tetra Tech reviews the contractor data against *RecoveryTrac™* database records:
 - a. If no discrepancies are identified, Tetra Tech notifies the debris contractor of no discrepancies in the data set.
 - b. If discrepancies are identified, Tetra Tech generates a discrepancy report noting ticket numbers and differences between the two data sets.
4. If applicable, Tetra Tech will also perform a full reconciliation of end use/disposal facility data corresponding to debris contractor disposed debris.
5. Tetra Tech submits the discrepancy report for the debris contractor's review. The debris contractor revises its invoice based on the discrepancies and resubmits to Tetra Tech for review.
6. Once a debris contractor's invoice has been reconciled, Tetra Tech generates a payment recommendation and transmittal letter for each invoice and submits the invoice package for review by the City. Tetra Tech's invoice package includes the following:
 - a. Contractor invoice
 - b. Tetra Tech transmittal letter and payment recommendation
 - c. Cost allocation data, if applicable
7. Electronic copies of supporting documentation (i.e., load tickets, unit rate tickets, or time and material logs).

Summary of Contractor Invoice Reconciliation Process



Tetra Tech's Payment Recommendation Reports provide summarized and reconciled totals for contractor invoices.

Payment Recommendation Report

Thursday, December 8, 2022

Invoice Cover Information

Applicant: CHARLOTTE COUNTY
 Contractor: ASHBRIIT
 Disaster: FL - HURRICANE IAN
 Invoiced Date Range: FROM 10/04/2022 TO 10/29/2022

Invoice Number: 2219-003A
 Date Of Invoice: 11/06/2022

Gross Amount per Invoice:	\$6,364,492.80
Amount Held in Retainage:	\$0.00
Net Amount Invoiced for Payment:	\$6,364,492.80

Supporting Electronic Backup Summary

Code	Matching Service Description	Invoiced Qty	Invoiced Rate	Invoiced Total
51A	C&D DEBRIS REMOVAL FROM ROW TO TDSRS	24,514.45	\$8.00	\$196,115.60
50A	VEG DEBRIS REMOVAL FROM ROW TO TDSRS	771,047.15	\$8.00	\$6,168,377.20
Total Amount of Supporting Electronic Backup Data (This amount pending reconciliation):				\$6,364,492.80
Amount Adjusted (Deducted) from Gross Invoice Total (Backup Difference):				\$0.00

100% Payable Transactions:

Ticket Item	Invoiced Qty	Invoiced Rate	Invoiced	Tetra Tech Match	Resolved Date	Resolved Qty	Rate	Resolved Value	Adjustment	Reason
8884001-1	47.45	\$8.00	\$379.60	8884001	10/04/2022	47.45	\$8.00	\$379.60	\$0.00	Verified and Approved
8884002-1	53.25	\$8.00	\$426.00	8884002	10/04/2022	53.25	\$8.00	\$426.00	\$0.00	Verified and Approved
8884331-1	40.70	\$8.00	\$325.60	8884331	10/05/2022	40.70	\$8.00	\$325.60	\$0.00	Verified and Approved
8884332-1	29.20	\$8.00	\$233.60	8884332	10/05/2022	29.20	\$8.00	\$233.60	\$0.00	Verified and Approved
8884341-1	11.10	\$8.00	\$88.80	8884341	10/05/2022	11.10	\$8.00	\$88.80	\$0.00	Verified and Approved

Project Controls

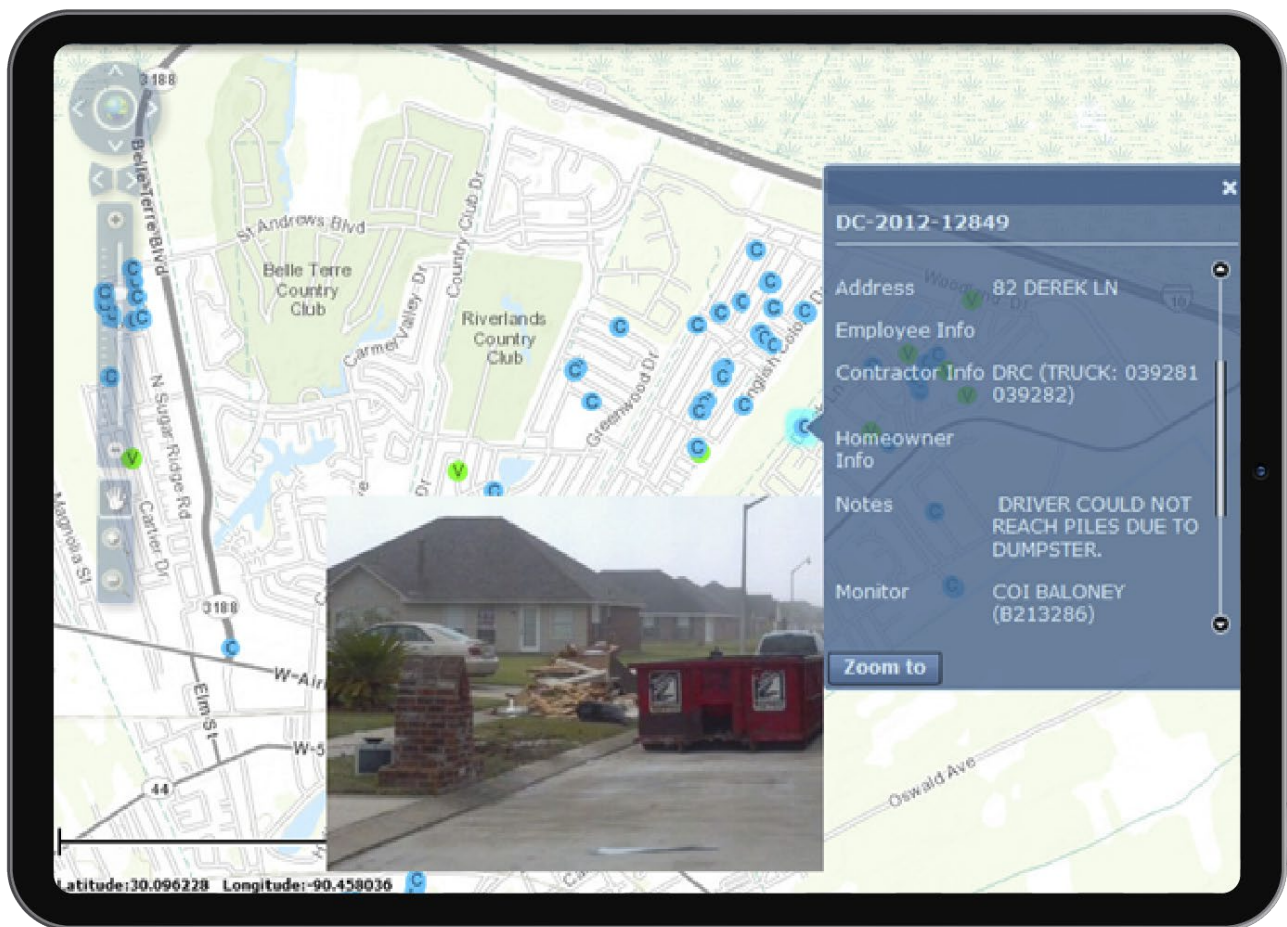
Quality Assurance

Implementing comprehensive QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Throughout years of experience assisting local governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations. For example, monitors no longer have to carry a GPS device and manually write in GPS coordinates because this is logged automatically.

Our ADMS technology expedites the QA/QC process and **drastically reduces ticket errors** that can result from traditional manual (paper and pen) debris monitoring operations.

Due to the real-time information collected by our ADMS technology, Tetra Tech can establish a virtual command center to audit project information during the collection process and correct issues as they appear. For example, our ADMS technology provides reporting and tracking on any missed debris piles. This allows Tetra Tech to improve our responsiveness to resident complaints and provide real-time tracking tools to manage removal of these missed piles to the City.

Missed Piles Tracking



Fraud Prevention

Several practices are used to prevent debris haulers from committing fraud both in the field and remotely by real-time data monitoring. At DMS locations, Tetra Tech disposal monitors or supervisors will randomly recertify a previously certified truck. Recalculating the truck hauling capacity helps verify that the original work was accurate and that nothing has been altered since certification. Additionally, ADMS technology displays a photo of the truck as a ticket is scanned by the disposal monitor. This makes it nearly impossible for a debris hauler to switch truck certifications between trucks or alter their truck configuration (i.e., remove sideboards).

Fraud prevention reports are run daily to identify data anomalies that may be a result of fraud. The load call report shows all load calls for a given day/monitor to confirm no trucks are receiving extraordinarily high load calls. The load ticket report and unit rate daily ticket report determine if monitors are issuing an excessive number of tickets in relation to the average number of tickets per day. The *RecoveryTrac™* system includes built-in project controls that alert the data manager to anomalies that may be indicative of fraud. For example, the following data features are flagged:

- **Truck Turn-Around-Time.** The time between last pick-up location and arrival of a truck at the DMS is tracked. A time that is too short may indicate that the debris hauler is not filling the vehicle to capacity.
- **Out-of-Bounds.** The municipality boundaries are programmed geospatially to confirm that debris pick-up remains within the eligible bounds of the City.
- **Debris Type.** Discrepancies between the debris type noted by the collection monitor and the debris type noted by the disposal monitor are flagged for review.

Training

In disaster response and recovery, training is not one-size-fits-all. Tetra Tech customizes formal trainings to the duties of each new employee, and hosts trainings in the Hiring Center with a Tetra Tech certified trainer. These trainings include modules specific to each client's needs and requirements, complete with information to ensure accurate field monitoring and ADMS implementation. By using interactive qualifying tools throughout training modules, Tetra Tech helps trainees better retain information while also screening and selecting the most qualified personnel as field monitors.

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to the City. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Tools included in the training modules assist with the retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees monitor responsibilities, and field supervisor responsibilities. Project managers, data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan.

Safety and Health Standards

Tetra Tech's employees are the foundation of our business and protecting them at all work sites is our highest priority. The company subscribes to the philosophy that all occupational incidents can be prevented and that no incident is treated as an acceptable event when we execute our work. To achieve this, the company's health and safety processes are a vital and integral part of our work.

Health and safety addressed in our operations and management systems is supported by strong leadership. Tetra Tech's leaders understand their responsibility and accountability to plan for safety and to ensure that safety measures are implemented. Preventing incidents also relies on a management system that regularly evaluates performance and identifies necessary adjustments to target continual improvement. The principal objectives of our program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team.



Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers have completed the Occupational Safety and Health Administration (OSHA) Disaster Site Worker course and have their 10-hour Construction Safety Certification.

During a debris recovery operation, Tetra Tech project managers and supervisors routinely examine the safety of field and debris staging site operations and have the authority to shut down unsafe operations. Debris staging site monitors are equipped with the appropriate personal protective equipment, which may include hard hats, appropriate footwear, reflective vests, hearing protection, and eye protection. Additionally, Tetra Tech project managers conduct regular tailgate safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

Tetra Tech has incorporated **COVID-19 awareness and safety procedures** into all project Health and Safety Plans since the start of the pandemic. These protocols will be incorporated into the project Health and Safety protocols to support the City in slowing the spread of COVID-19.

Tetra Tech seeks opportunities to work with small, women-owned, minority-owned, and disadvantaged business enterprises (DBE) where specific and individual capabilities complement our own for the benefit of the successful completion of a project.

While Tetra Tech is a large, multi-national firm with sufficient resources to complete most any project, we are committed to upholding the requirements for contracting with local businesses and small, minority-owned, and/or women-owned businesses included within 2 CFR 200.321 and within the City's RFP.

As evidence of the Tetra Tech Disaster Recovery division's commitment to local and minority participation in our projects, in February 2019, Tetra Tech received the City of Houston Goods and Services Prime Contractor of the Year Award at the 6th Annual Champions of Diversity Awards Ceremony. Tetra Tech is honored to be selected for such award, and it demonstrates our commitment to work with minority, women, small, and disadvantaged business enterprises.

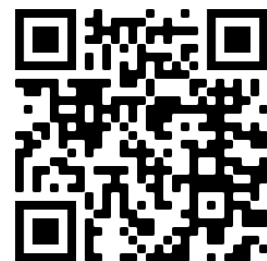


Tetra Tech receiving the City of Houston Goods and Services Prime Contractor of the Year Award at the 6th Annual Champions of Diversity Awards Ceremony.

Most recently, Tetra Tech received the 2022 Dwight D. Eisenhower Award for Excellence in the Services Category for our effective small business subcontracting programs. The award recognizes large U.S. prime contractors that have excelled with their small business subcontracting programs by creating optimal opportunities for use of small businesses in all socioeconomic categories. The award was presented during the U.S. Small Business Administration's (SBA) National Small Business Week's virtual award ceremony on May 5, 2022.

Tetra Tech does not discriminate on the basis of social and economic disadvantage, race, color, sex, gender, disability, or national origin. Tetra Tech agrees to use its best efforts to fully comply with the City supplier diversity subcontracting requirements. Tetra Tech does not discriminate on the basis of social and economic disadvantage, race, color, sex, gender, disability, or national origin. **While Tetra Tech would certainly be open and willing to discuss with the City or minority firms that they would like to see involved in a project or recovery effort, given the anticipated scope of work and Tetra Tech's capabilities, Tetra Tech does not anticipate the solicitation of subcontractors for this project. The Good Faith Effort documentation is attached following this section.**

Scan the QR code to the right or [click here](#) to view Tetra Tech's 2020 More Business for Your Business webinar for the Harris County and Houston, Texas area.



Lemaire, Kayla

From: Lemaire, Kayla
Sent: Friday, June 23, 2023 11:45 AM
Cc: TDR Contracts
Subject: Request for Bid re: City of Port Orange, FL RFP No. No. 23-15 Disaster Debris Monitoring & Grant Consulting Services
Attachments: Standard Subcontract Ts&Cs.pdf; City of Port Orange -RFP 23-15 Disaster Debris Monitoring and Grant Consulting Services.pdf

Tracking:	Recipient	Delivery
	TDR Contracts	
	s.vilberg@fasttrackse.com	
	JUBET@BELLSOUTH.NET	
	JVAZQUEZ@DETRAFFIC.COM	
	HOLLYSTROUT@AOL.COM	
	DFERRELL@TEDS-FL.COM	
	JBPROPERTIES1@ATT.NET	
	JMROGERS70@AOL.COM	
	BSANDERSON@CFL.RR.COM	
	VLS@VLSENGINEERING.COM	
	SALES@ACESOFJAX.COM	
	MAHESH.ADHYARU@COMCAST.NET	
	PBARNES@BFAENVIRONMENTAL.COM	
	BETH@BRAVACG.COM	
	DRODRIGUEZ@COMPEDGELLC.COM	
	ASAYEED@EQUUSIS.COM	
	MGARRIGA@GEOGRAPHICSYSTEMS.COM	
	KSMITH@OPSSTAFF.COM	
	LEESAGERALD@LG2ES.COM	
	ELIZABETH@MCCRANIE-ENGINEERS.COM	
	ECA@MODICA.CC	
	SPECCO@CARIBE.NET	
	CAROLINE.MAURIELLO@tetrattech.com	Delivered: 6/23/2023 11:46 AM
	KAYLA.LEMAIRE@tetrattech.com	Delivered: 6/23/2023 11:46 AM
	Betty.Kamara@tetrattech.com	Delivered: 6/23/2023 11:46 AM
	Elizabeth.Brooks@tetrattech.com	Delivered: 6/23/2023 11:46 AM

GOOD MORNING-

Tetra Tech, Inc. (Tetra Tech) is currently working on preparing a proposal in response to the City of Port Orange, FL RFP No. 23-15 DISASTER DEBRIS MONITORING & GRANT CONSULTING SERVICES (attached). Tetra Tech officially invites you to provide a Statement of Qualifications for services relevant to your organization, as described in the attached RFP.

The specific requirements for these services can be found in the attached file named: "City of Port Orange -RFP 23-15 Disaster Debris Monitoring and Grant Consulting Services.pdf" to this invitation.

This solicitation does not commit Tetra Tech or City of Port Orange, FL to pay any costs incurred in the preparation and submission of an offer in any form, or to subcontract for said services or supplies. It is also brought to each offeror's attention that the Tetra Tech procurement representative or designee is the only individual who can commit Tetra Tech into expenditure of funds in connection with any subcontract resulting from this solicitation.

If you intend to respond to this invitation to bid, the following instructions are required:

1. Please submit a brief company overview and any past history/experience with City of Port Orange, FL.
2. Please submit resumes for the key positions that apply to your company's service capabilities -- see the RFP for Staffing Requirements and the description of the key personnel and required qualifications.
3. If your company is DBE, WBE, MBE, etc. please provide relevant vendor identification number(s) and certificates.
4. CAREFULLY review the Terms and Conditions contained in the entirety of the RFP and Tetra Tech's General Conditions (Example attached) which would be incorporated into any subcontract/master agreement or purchase order awarded as a result of the solicitation. Tetra Tech will require you to adhere to the terms and conditions described therein, in addition to entering into a standard Teaming Agreement during the submission of proposal and award period.

If you are interested in submitting a proposal, it would be helpful for you to please provide your Key Personnel References and Statement of Qualifications as soon as possible!

All bids must be received no later than July 3, 2023 at 12:00 PM.

Offeror must e-mail its proposal submission to:

TDR.Contracts@tetrattech.com

For your bid to be considered, please send it ONLY to the above email address and include the following subject line in your email submission

"YOUR COMPANY NAME – Bid Submission re: City of Port Orange, FL RFP No. No. 23-15 Disaster Debris Monitoring & Grant Consulting Services"

Award of a Subcontractor/Master Agreement as a result of this solicitation is governed by the terms and conditions of an executed teaming agreement with Tetra Tech and is contingent upon Tetra Tech award of a contract by City of Port Orange, FL. Tetra Tech may or may not issue Subcontracts/Masters Agreements as a result of this solicitation.

Offeror agrees and acknowledges that any subcontract awarded shall contain Tetra Tech terms, insurance requirements, health and safety requirements, and any applicable flow-down provision of Tetra Tech's prime contract with City of Port Orange, FL.

Questions regarding this solicitation shall be directed to (TDR.Contracts@tetrattech.com).

Tetra Tech, Inc. | [Leading with Science®](#) | Tetra Tech Disaster Recovery



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2. Grant Application, Administration, and Management Services

The following table provides a timeline to illustrate the timing of events identified in this proposal for a mobilization. The exhibit provides a chronological timeline listing the approximate start date and duration for each service area. The actual start date and duration would be agreed to by the County and Tetra Tech during the Task Order scoping meeting discussed above and memorialized in the Task Order.

The focus of Tetra Tech’s disaster recovery practice is to assist local communities improve housing and community development planning, streamline grants management, and create access to programs that provide support to their most vulnerable citizens. **At Tetra Tech, we do this by providing responsive, timely, cost-effective, and outcomes-driven technical assistance.** Our staff comprises skilled former senior administrators of federally funded grant programs, community development, homeless, and public housing programs; infrastructure program management; economic development specialists; environmental engineers; and government officials with years of direct experience working in nonprofit, local, state, and federally funded organizations. Our team has extensive knowledge managing and implementing these programs, giving the County access to experts experienced in FEMA, FHWA, United States Army Corps of Engineers (USACE), Natural Resources Conservation Service (USDA-NRCS), and HUD programs and navigating their cross-cutting requirements.

Over the past 20 years, Tetra Tech has responded to many of our nation’s most significant emergencies and disasters. Clients across the U.S. have relied upon Tetra Tech for our comprehensive services, significant staffing resources, and deep domain knowledge of state and federal disaster programs to respond to a wide variety of disaster incidents efficiently and effectively. From Hurricanes Katrina, Irma, and Michael to the complex wildfire that devastated Paradise California to the Zika virus that haunted much of the Southern U.S. – our team of emergency response professionals have been at the forefront of disaster response and recovery. We provide services ranging from emergency operations center staff augmentation, field data collection and reporting, and comprehensive grant management oversight.

Overall Grant Management Approach

Our team will deliver a program that can guide the County through the financial reimbursement cycle. Tetra Tech will employ its time-tested, 4-step CASE Management Approach to the federal grant program.

Step 1 – Collect the Data.

The biggest challenge we face is obtaining necessary data quickly and completely. We have found time and time again that our ability to work together to collect the data upfront will lead to success as we monitor the County’s program spending and build the FEMA reimbursement documentation. We employ a number of methods to collect, store, and report data, including rapid and detailed program assessments, one-on-one meetings with departments to collect and secure data, a robust SQL server database to store data offsite, and Microsoft PowerBI to report the County on the status of the project.



Result: We have the most robust data management capabilities in the industry. The County can trust our team to collect and manage the most critical data throughout each phase of the County’s FEMA PA or other grant programs.

Step 2 – Analyze the Projects.

Whether it is analyzing thousands of labor records, assessing the plans to make emergency purchases, identifying mitigation measures to protect damaged assets, or designing a multi-billion-dollar COVID-19 economic recovery program, the Tetra Tech team has unparalleled expertise the County may need to support its recovery efforts.

Tetra Tech will work closely with the County from the beginning of our engagement to understand the project status, scope, and goals to determine the best course of action.

Result: We are committed to delivering national experts with a local perspective to deliver solutions for the County. There is no problem too big for our team to solve.

Step 3 – Submit to FEMA.

We understand the need for the County to expedite the recovery process and keep pace program timelines. We have found that the best way to do this under FEMA's New Delivery Model for PA is actively working within the construct of FEMA's GrantsPortal side-by-side with Tetra Tech's proprietary *RecoveryTrac*™ Data Management Tool. Aligning these systems will result in the County's ability to transmit data more quickly to FEMA and the State of Texas (State), maintain visibility in the status of its programs, and quickly illustrate when funds have been obligated. Our ability to integrate these programs has been a transformative tool that has led to a more streamlined and transparent process.

Since first working in GrantsPortal under FEMA's beta-test in Albany, GA in 2017, we have worked with over 100 projects in GrantsPortal and know the system "inside and out".

Result: We are committed to supporting the County to provide a rapid and compliant FEMA PA program that meets FEMA requirements for program administration, spending, and reporting.

Step 4 – Expedite the Requests.

When a project is submitted to FEMA or the State for review, Tetra Tech is with the County each step of the way. Within each of the steps, FEMA or State personnel must review the submission. This often results in one or more RFIs or specialized requests or meetings. These requests must be dealt with timely and with the appropriate amount of information to maintain that the Project Worksheet (PW) does not stall in the process or get moved to a previous step.

Our team has responded to tens of thousands of RFIs and submissions of Essential Elements of Information as well as multiple Damages Under Review for Detailed Damage Descriptions since 2017.

Applicant Briefing, Request for Public Assistance, and Recovery Scoping Meeting

Once a declaration is in place Tetra Tech will support the County in completing the required documentation for filing the Request for Public Assistance (RPA) and leading the development of the first draft of the Damage Inventory (DI) prior to the Recovery Scoping Meeting (RSM) and attend the Applicant Briefing, Exploratory Calls (ECs) and RSM. Due to the individualized needs of departments and partner agencies, we will work with the County/State and FEMA to schedule and execute individual RSMs with each department.

Requests for Reimbursement

To facilitate the request for reimbursement (RFR) process and reduce the reconciliation backlog, it is important for supporting documentation to be collected, maintained, and updated throughout the duration of the recovery process. We will constantly monitor grant applications, project progress, requests for reimbursement, and reimbursements received.

Spotlight on: Revision to the Small Project Threshold

In August 2022, FEMA released notice of a major revision to the Public Assistance Small Project threshold. The threshold has been increased to \$1 million and will simplify the process to expedite disaster recovery funding for unobligated projects declared from March 13, 2020, and forward. **While this long-awaited change decreases FEMA's administrative burden, the burden on the City to fully document disaster related costs and expenditures remains.** We will provide audit-ready packages for obligation and reimbursement. Also, since small projects can be written on estimates, it is imperative that those estimates encompass any and all disaster related damages and costs. We can pull from our deep bench of experts, including design, engineering and architectural specialists, to help the City develop the full picture.

The Tetra Tech team has an extensive history of implementing, reconciling, and monitoring the RFR process internally and on behalf of our state and local clients spanning the FEMA PA Program. While many agencies and subgrantees still wait for reimbursement from previous disasters our goal is to expedite economic recovery through strategies such as:

Work with departments to collect data necessary for RFR claim

Issue RFR to the State within twenty-four (24) hours of notification of award/submission of data from the County

Respond to RFIs within forty-eight (48) hours

Develop and Issue Weekly RFR Report/Tracker

Tetra Tech will track all supported cost information for labor, materials, and equipment associated with the project and all documentation submitted where the project costs may be estimated by unit price, time and materials, or contracts in which labor, equipment, and materials are provided by an outside source. Tetra Tech will follow-up on any missing or inadequate cost information associated with the project to ensure all expenditures are submitted for reimbursement.

Obtaining and Analyzing Documentation

Tetra Tech maintains orderly files for correspondence, reports of job conferences, and reproductions of original contract documents, including change orders, field orders, work change directives, addenda, additional drawings issued after the execution of the contract, clarifications and interpretations of the contract documents, progress reports, shop drawing and sample submittals received from and delivered to contractor, and other project-related documents. Our team has directly worked with over seventy-five (75) state and local clients after twenty (20) disasters in the Grants Portal system. We understand the importance of ensuring that:

DIs are completed on time and updated for latent damages

EELs are completed with the most accurate information available

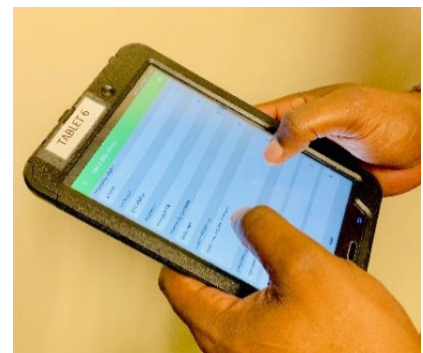
Damages Under Review (DUR) are responded to within three (3) business days

Supplemental information for the CRC is provided within three (3) business days as the PW passes through each of the review queues.

Damage Assessments

Tetra Tech performs damage assessments and site inspections using *RecoveryTrac™* software, our scalable and fully featured disaster management suite. *RecoveryTrac™* software allows all site inspection data to be electronically captured and submitted to a cloud-based storage system and delivers a document that is formatted to be immediately imported into FEMA's GrantsPortal System. Our teams will work in concert with asset owner departments to collect the required data for insurance or FEMA purposes.

Impending Disaster: Deploy *RecoveryTrac™* software enabled tablets to Departmental Project Managers (DPMs).



RecoveryTrac™ software will document and report on project progress in the field during damage assessments through Site Inspections

Windshield Survey: Review and Report *RecoveryTrac*™ software – Damage Assessment data that is collected by DPMs daily.
Detailed Damage Assessment: Attend Initial Site Inspections with DPMs to collect *RecoveryTrac*™ software – Site Inspection.
In addition, we will utilize the *RecoveryTrac*™ software – Matterport to collect photo/video damages at sites.

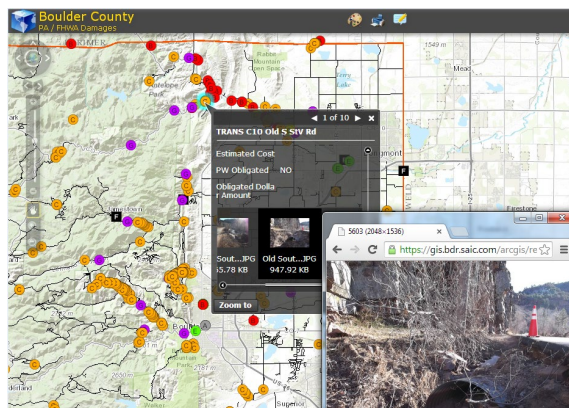
Site Inspections

In today's technology-driven society, paper-based systems are quickly becoming obsolete. Recognizing the migration to electronic-based systems, our team has spent years researching and developing our methodology for documenting sites. *RecoveryTrac*™ Grant Management software is the result of these efforts. *RecoveryTrac*™ software is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project, including Site Inspection, Interim Project Reports, and Final Inspection Reports.

Project Support Documentation

Tetra Tech will tailor the *RecoveryTrac*™ Project Workflow Case Management System (CMS) to the County's needs. *RecoveryTrac*™ software is a web-based application that provides the County with a real-time portal to the Tetra Tech team's project work. Tetra Tech will customize *RecoveryTrac*™ software reports to meet the County's specific needs for both Force Account Labor and Contractor invoice records.

Regulatory and auditing agencies can efficiently search and review electronic project files as required, and the *RecoveryTrac*™ system data is exportable and allows for importation into other applications such as the FEMA Grants Portal and State software tools.



RecoveryTrac™ software shows damage sites, documents, and photographs in a geospatial environment.

In order to properly categorize and document the overall site conditions, the site inspector records capture the site-specific unique identifiers such as the site name and FEMA Damage Inventory Number, as well as, overall site damage information such as a facility description, address, GPS coordinates, environmental or historical concerns, and age. As the site inspection progresses, the inspector then describes and documents the individual damage components. This includes capturing disaster-related and non-disaster related damage for each component to include a description and cause of damage, its physical dimensions, photographic evidence of the damage, and captures any possible recommended mitigation actions.

Once the site visit has been complete, the inspector finalizes the site inspection report. *RecoveryTrac*™ software is designed to work without internet connectivity so the site inspection reports are held on the smart device until an internet connection is available. Once an internet connection is available, the site inspection reports are transmitted into the *RecoveryTrac*™ cloud-based server. Immediately, *RecoveryTrac*™ software aggregates the site inspection data into two separate components: Grants Manager Component Import Template and a Site Inspection Photo Page, which can be

Spotlight on: FDEM's New Florida Recovery Obligation Calculation (F-ROC) System

FDEM is in the process of developing a program to standardize the forms and documentation associated with the FEMA Public Assistance reimbursement process. While still actively in development and trial, Tetra Tech's Disaster Recovery unit has been involved in F-ROC since day 1. Our team regularly provides feedback and participates in the development of these forms, both with our clients and as a representative of the disaster response and recovery industry. We look forward to helping City of Panama City navigate the new F-ROC system for reimbursement.

delivered via e-mail or directly stored in any commercially available storage system. The Grants Manager Component Import Template is an Excel based document which has had great success in increasing efficiency as it is compatible with FEMA's Grant Manager Component Import function.

The Template may be presented to FEMA for their review and then the Template can be uploaded into Grants Manager to automatically populate damage components. The Site Inspection Photo Page provides all the photographs taken during the site visits in FEMA's photo template with the associated damage component.

25,000 Damage Sites in *RecoveryTrac*™ Technology

Tetra Tech's *RecoveryTrac*™ system has seamlessly created detailed Site Inspections Forms, Photo Logs, and Damage Dimensions and Descriptions for over 25,000 damaged sites.

Monitoring and Controlling

Our team is committed to the shepherding the County's projects at each phase throughout the grant life cycle to mitigate the risk of funds being unspent. To achieve these goals, Tetra Tech's approach to managing, controlling, and supervising our team will revolve around (1) providing Tetra Tech's Project Manager with appropriate responsibilities and authority; (2) tracking and reporting progress and costs; (3) implementing a tested and reliable quality assurance methodology; and (4) training project staff on tools and techniques that help improve the operational efficiency of the project team and the drive project toward completion.

1. **Seasoned Management Team:** Our management team is empowered to access and direct the necessary company resources.
2. **Tracking and Reporting Data Utilizing Tetra Tech's *RecoveryTrac*™ Data Management System:** Tetra Tech will provide the County with standard and customized reports in a web environment using its cloud-based *RecoveryTrac*™ software integrated data management system.
3. **Time-Tested SOPs:** Our team's policies and procedures for this type of work have been tested thousands of times as we have helped grantees and subgrantees execute FEMA PA projects.
4. **Trained Staff:** The staff assigned to this project will be trained on the systems, technology, processes, and guidance documents.

Schedule Management

During the program initiation phase, the master schedule and budget baseline define projects to a common level through the definition of the project work plan. As projects advance through the delivery lifecycle, the master schedule will be updated to reflect the additional scope and schedule details or adjusted when unforeseen obstacles arise.

The Tetra Tech team will control the master schedule with input from all stakeholders and will analyze impacts from individual projects or activities programmatically. Our project controls professionals bring decades of scheduling experience to this contract and are fluent in a full range of software applications. The master schedule will:

Provide a logical, structured, and feasible timeline for completing the program within the specified time highlighting compliance requirement

Identify the critical path from kickoff through final completion and closeout emphasizing dates for key deliverables submittal

Our team has worked with FEMA to integrate 20+ improvements into FEMA's GrantsPortal system.

We have delivered over *2,000 cost estimate reports* under FEMA's New Delivery Model across Texas, Florida, and Puerto Rico over the last 2 years.

In 2020, our team met with FEMA PA leadership multiple times on issues related to COVID-19 that has led to policy changes to the betterment of subgrantees across the U.S.

Assist the project team in monitoring and measuring the project's progress, focusing on early identification and mitigation of variances

The program master schedule progress and budget performance will be updated on a regular basis throughout the life of the project. Monthly, the Tetra Tech Project Manager will perform the following reviews:

Program Schedule Review: As part of the monitoring and control processes, the Tetra Tech Project Manager will review all projects included in the master schedule monthly and provide any updates or adjustments to the County Project Management Team.

Budget Performance Review: The program budget will be monitored and provided to the County Project Manager, including approved Task Order amounts, actual costs, forecasted costs, and average spend by task. Any trending above or below benchmarks will be brought to the attention of the County Program Manager and remedy or redirection will be discussed.

Disbursement Tracking: Tetra Tech will track, review, verify, and approve funds distributed as requested by the County. The Tetra Tech team will be responsible for the steps of verification of costs and reconciliation.

Monitor and Report Overall Program Costs: A key role of the Tetra Tech Project Manager is that of financial management. Accurate and timely reporting on actual costs, forecasting of accrued costs, and comparison to percentage of work completed and schedule are integral to effective program management.

Deadline Management: The Tetra Tech team will maintain awareness of all deadlines and, in advance of any upcoming deadlines, and assist the County in requesting extensions as necessary. This includes the following deadlines:

- | | |
|---|---|
| Six (6) months for Emergency Work (Category A and B) | Extensions to RFIs |
| Additional six (6) months for Emergency Work (Category A and B) | Extensions to Appeal Responses |
| | Twelve (12) months for Section 428 opt in |

In addition, our team will work with the County to submit accurate quarterly reports for each project throughout the life of the grant. In our *RecoveryTrac*™ system, we will implement push notifications to alert two (2) weeks in advance of quarterly reporting deadlines.

Cost Tracking

Tetra Tech has time tested cost tracking SOPs used to evaluate the County's cost documentation, including document management integration and associated digitization. This approach represents a comprehensive end-to-end solution for the County that will be web-enabled so that reviewers have real-time access to the most up to date cost and supporting data.

Project Cost Documentation

The Tetra Tech team is highly experienced in performing forensic cost reasonable analyses when procurement issues arise when a PW is challenged by FEMA. As an engineering firm with over 27,000 technical professionals and staff, we have all the resources needed to defend a cost challenge by FEMA, from the simplest road repair to a billion-dollar levee repair or wastewater system plant relocation. No matter the PW, Tetra Tech has the internal staff resources to assist the County defend its PWs successfully.

Reasonable Cost Analysis

In addition to eligible purchase review, Tetra Tech will prepare, on behalf of the County, completed packages for submission through Grants Portal and Requests for Reimbursement (RFR), including audits of claimed costs by comparing documentation and dates with the project scope of work and period of performance for contract labor, material/supplies/force account equipment, force account labor. This includes special issues like exempt employees, benefits/policies in place, and 40-hour threshold issues. Tetra Tech will ensure all work complies with the federal procurement requirements

Tetra Tech maintains strict adherence to 2 CFR 200 procurement regulations at all levels.

and environmental and historic preservation rules and regulations. Tetra Tech will reconcile force account labor, equipment and material data, avoiding possible duplication of benefit issues in projects which may have insurance coverage or be the responsibility of other federal agencies.

Regulatory and auditing agencies can efficiently search and review electronic project files as required, and the *RecoveryTrac™* system data is exportable and allows for importation into other applications such as the FEMA GrantsPortal.

Review of Contracts and Procurement

The Tetra Tech team utilizes a procurement checklist contained in Tetra Tech's Public Assistance Services Program Standard Operating Procedures (PA SOPs) in the review process of disaster procurements and contracts. The checklists contain requirements from the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (44 CFR 13.36-FEMA's purchasing regulation) as well as requirements from FHWA such as Form FHWA-1273 and associated requirements identified in the Contract Administration Core Curriculum Participant's Manual and Reference Guide of 2006, and 2 CFR 200.

Tetra Tech has built a business around understanding federal grant programs and appropriations and then building SOPs, staffing, and software tools around those programs to achieve success for our clients. We are uniquely familiar with the procurement and documentation requirements that these federal programs require. Tetra Tech has standard SOPs, trained staff, and custom software applications that have been refined to capture, track, and report on expenditures in accordance with state and federal guidelines. Our staff understands the timelines that they are required to provide documentation, and conversely, the timelines that state and federal agencies are required to respond as well.

Project Worksheet (PW) Development and Review

Tetra Tech will complete the EIs based on the information provided the County staff. We will prepare a PW Summary Sheet for submission to the County to include a damage description and dimensions (DDD), cost summary, scope of work, and other relevant documents to the Finance Liaison and Finance Project Manager for upload to Grants Portal submission. Throughout the DUR reconciliation and Request for Information (RFI), our teams will closely coordinate with the County to collect the appropriate documentation and submit to FEMA PDMG staff or FEMA CRC. Through this process, we will work diligently to maximize reimbursement for the County and identify risks for deobligation or non-reimbursement.

Project Reconciliation and Closeout

Tetra Tech will conduct final inspection activities alongside FEMA and the County to document that work was completed according to the PW scope of work and that all regulatory clearances have been satisfied. Tetra Tech will assist with writing closeout versions to large project PWs and any final project accounting. Once approval to proceed with submittal to FEMA is granted by the County.

Grant Closeout Process

To close out large projects and receive remaining funds, the County must request a final inspection and submit a closeout form through the State. Tetra Tech will conduct final inspection activities alongside the County and the State. In addition to physically conducting the final inspections for projects, Tetra Tech will assist with writing closeout versions to large project PWs and any final project accounting.

As the County prepares to submit documentation to the State, the closeout packets will be created by Tetra Tech. Once all documentation is collected, final inspection is complete, and approval to proceed with submittal to FEMA is granted by the State, Tetra Tech will extract all required documentation to generate closeout packets that fully and concisely present FEMA with all documentation required for grant closeout.

Assistance During the Audit Process

Tetra Tech brings a wealth of experience in audit support for Single Audit, OMB and DHS OIG audits. To this end, Tetra Tech will provide experienced professionals with extensive experience in large-scale disaster management and related audit services. Specifically, we will help to institute processes that validate that projects are fully supported and "audit ready," based on the cost types claimed. We will confirm that the process includes a checklist/program guide to make grant and applicants aware of all required documentation for the major different cost types incurred.

Critical review points include documentation demonstrating proper procurement and contracting, as well as supporting documentation is used given contracting type (e.g., lump sum, unit price, force account). Other areas of consideration include review of submitted charges for duplicate billings, compliance to state and federal labor requirements and other areas where overcharges typically occur, such as overhead & profit markups, labor burden claimed on force account, or duplicate billings.

Support During the Appeal Process

Tetra Tech will work through the first and second appeal process on the spectrum of issues the City may face during future disasters. In the event the City elects to pursue FEMA's arbitration process, our team can provide support through this, having recently been successful in arbitrations for Monroe County, FL and the Commonwealth of Virginia on deobligations following Hurricanes Irma (2017) and Dorian (2018).

Appeal and Audit Actions

Our team, which includes the former general counsel of FEMA, has a deep understanding of the many challenges that impact survivors of these events. We frequently advise clients on issues of eligibility, duplication of benefits, private insurance rules, practices related to disaster and mitigation claims, environmental and historic preservation, and resolution of compliance and audit issues through negotiation, mediation, and administrative appeal.

While Tetra Tech will work with FEMA, the State, and the County to proactively resolve funding challenges through our collaborative approach, applicants have the legal right to appeal decisions and judgments made by the federal government if resolution cannot be reached. Tetra Tech has been retained to assist clients with first and second appeals. In the event that we would be engaged by the County to assist in an appeal, we will collaborate with the County on the legal/FEMA policy-related components of the appeal. Our team's legal professionals have filed over 150 appeals on behalf of applicants/subrecipients under programs managed by FEMA under the Stafford Act (Public Assistance, HMGP, and Fire Management Assistance Grant Programs). **The total funding obtained or restored in the appeals handled by members of our team is more than \$150 million.**

Disaster Recovery Information Technology

Our team has spent years on research and development to streamline reimbursement documentation and data management functions, with a focus on minimizing the cost to our clients while improving the visibility of project operations. RecoveryTrac™ is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed to address the operational challenges faced during a disaster recovery project. The system provides real-time collection of data and offers multiple solutions to financial management, data management, reporting, and project controls. We have also worked with our clients to implement outsourced technologies based on individual needs.

Tetra Tech has successfully managed the filing, retention, and retrieval of documents in a secure environment of disaster programs. Our audit preparation begins with organized and accessible documents, keeping the desired compliance goal in mind. We have utilized the latest technologies to maintain the highest quality records through secure, cloud-based document management tools to image and index program records. A user-friendly interface is critical to managing the document standards set for the program. We propose to work with the County to design and implement robust document managing tools and techniques based on our proven experience with previous successful programs.

Document Management is a support function of Operations and is the crucial point for several tasks including receipt and processing of incoming mail, identification, and uploading of documents in the systems of record, proper disposal of hard copy documents according to policy, as well as production and processing outgoing applicant mail communication. Storing applicant documents digitally in the cloud allows program staff to quickly locate, view, and supply critical program information directly from their computers or hand-held devices. This approach further assists governing bodies with document accessibility to review progress and inventory files.

Data Security

Tetra Tech fully understands the responsibility of providing secure data storage and transmission and follows state and federal record retention policies. Document naming conventions and system organization for program record storage will be provided within days of program start. Our data capture of online web-applications, inbound mail processing (via website, fax servers, and email), outbound mail processing (via USPS and FedEx), as well as program management and reporting documentation will be securely stored in compliance and accessible real time to the County.

Document management ties the entire program to a rigid process and our staff will be thoroughly trained with knowledge of the programs systems, policies and agreed upon approach. We manage data using Microsoft SharePoint and other applications utilizing cloud-based storage. Project data is stored on the cloud with up-to-date electronic security safeguards. These sites are only accessible by Tetra Tech employees and select County employees with a need for access to this sensitive information. We manage privileges in real-time therefore once the need for access is no longer required for a certain individual, their access will be removed. Further, all Tetra Tech employees must comply with our internal acceptable use and confidentiality requirements which can be made available to the County. Tetra Tech can provide quick and easy applicant facing website allows for real-time progress updates.

Approach to Planning, Housing, and Community Development Programs

Tetra Tech will manage the community development efforts with consistency, where each stakeholder understands the required outcomes and expectations of the process, working together as one team. Program success occurs when everyone who is involved has a clear understanding of the goals, is equipped with the tools to deliver their work, and is guided by a roadmap to how they are going to get there.

Tetra Tech approaches every project by placing the needs of the client and the requirements of the program first. We understand the complexity of CDBG and HUD regulations, the needs of the community, and the expectations of local officials.

Project Kickoff

Tetra Tech will initiate the project by conducting a **project planning meeting** with the County project sponsor. During this meeting, Tetra Tech and the County will confirm project milestones and scheduling, planning considerations, determine personnel who will serve on the project team, and choose the key dates for project activities. This meeting will also be an opportunity to introduce key members of the Tetra Tech project team.

Within 1 week of the project planning meeting, the Tetra Tech project manager will provide the County with a **detailed work plan**, which will identify the core goals, objectives, and scope of the project. Once approved, the work plan will guide the development, execution, and follow-up phases of the project. The Tetra Tech's project manager will collaborate with the County to identify and confirm critical meeting and project milestone dates.

After the project planning meeting, Tetra Tech will begin the project by facilitating a **project kickoff meeting** with key project stakeholders.

Collection of Secondary Data

Tetra Tech has staff comprised of experienced GIS data analysts and data management that will work with the team to collect and refine secondary data sets as required in the RFP, including HUD-provided data and maps in the HUD AFH User Interface, for the use of analysis for the AFH Assessment and Housing Market Analysis. The data collected will include housing characteristics, demographics and trends that paint a picture of the current state of housing in the County. As the data are analyzed and incorporated into charts, graphs and maps, patterns will begin to emerge. Tetra Tech will refine the data to present current housing conditions and trends to local official and community stakeholders.

Community Engagement

Tetra Tech recognizes that conducting an inclusive and participatory planning process is vital to success. The plans and strategies developed as part of this process will fundamentally affect communities and how they are shaped after a disaster. As such, the public must be involved throughout the process, especially in its earliest phases. The Tetra Tech team is committed to helping the County design and execute the processes that will be needed to have a recovery program is community-based and community-centered. Tetra Tech and our partners at MPACT and Elite Image have the planning, community engagement, and project management expertise to keep the community and stakeholders front and center in the planning process.

The Tetra Tech team has the access, reach, know-how (and know-who) to build a coalition of stakeholders and garner meaningful insights from across the rich diversity of the impacted areas. We make sure that the right people are at the table because we know Texas and its diversity. The Tetra Tech team will accomplish this by tapping into a network of community connections that we have cultivated for over 20 years. This is how we have previously assisted governments and agencies across the country with connecting to their constituents and gleaning the information necessary to build effective programs that will drive positive outcomes.

Additionally, Tetra Tech recognizes the value of engaging the broader community beyond just stakeholder organizations and agencies. Tetra Tech will identify appropriate methods of community engagement/public outreach (both in-person and virtual) to gather community input and build support for the program.

Documentation and Reporting

Tetra Tech will provide meeting notes, PowerPoint slide decks (both as PPT and PDF formats), maps, and other documents to the County Project Lead. At its discretion, the County may post these on the web, print specific items and distribute them to community centers, and share with other interested stakeholder groups. Tetra Tech will work with the County to condense these documents to one-page fact sheets or trifold information brochures to maintain transparency without providing information overload. One-page documents or trifold brochures will provide information on how to access more of the meeting products.

Community Engagement Design

Plain language conveys messages and intent. Tetra Tech will avoid industry jargon and use terms appropriate for the audience being addressed. We realize that we are not speaking only to planners and responders when we are at community engagement events. Input from the public validates this entire project. It is incumbent upon Tetra Tech, our planners, project managers, and subcontractors to meet people where they are not only physically but also in their understanding of the information and material we are relying upon them to understand and provide feedback. We are committed to making materials easy to understand, speaking in terms familiar to the audience, and explaining terms so that attendees and participants can digest the information presented to them and respond in a meaningful way.

Our experience allows us to know that we must allow for participation in different areas, at different times, and on varying days of the week, including weekends. Offering different modalities of participation, including in-person and virtual meetings lets the County reach a greater swath of the population during this project.

Reporting

Reporting, Communications, and Meetings

Tetra Tech understands the criticality of providing accurate, timely, and useful information to the County and its planning partners on policy and procedural issues. As a basis for these communications, Tetra Tech has the ability to conduct daily briefings during the startup of the engagement and transition to biweekly meetings throughout the period of performance. If there is an immediate need to address a policy or procedural issue, the Tetra Tech team will contact the County immediately. To capture and memorialize issues as they arise, the Tetra Tech team will also publish reports on any issues identified on the project's SharePoint site, which will be established by Tetra Tech for the County's response.

It is important that the County's executive staff understands the current operational situation of the County's Action Plan and strategy development processes, and implementation as these plans are put into operation. Tetra Tech will provide status updates on activities undertaken, planned activities, successes, and alternative or corrective programmatic actions. Tetra Tech can also provide real-time data to the County regarding the status of progress toward CDBG reimbursement and the status of other disaster grant activities.

3. Emergency Management Planning and Training

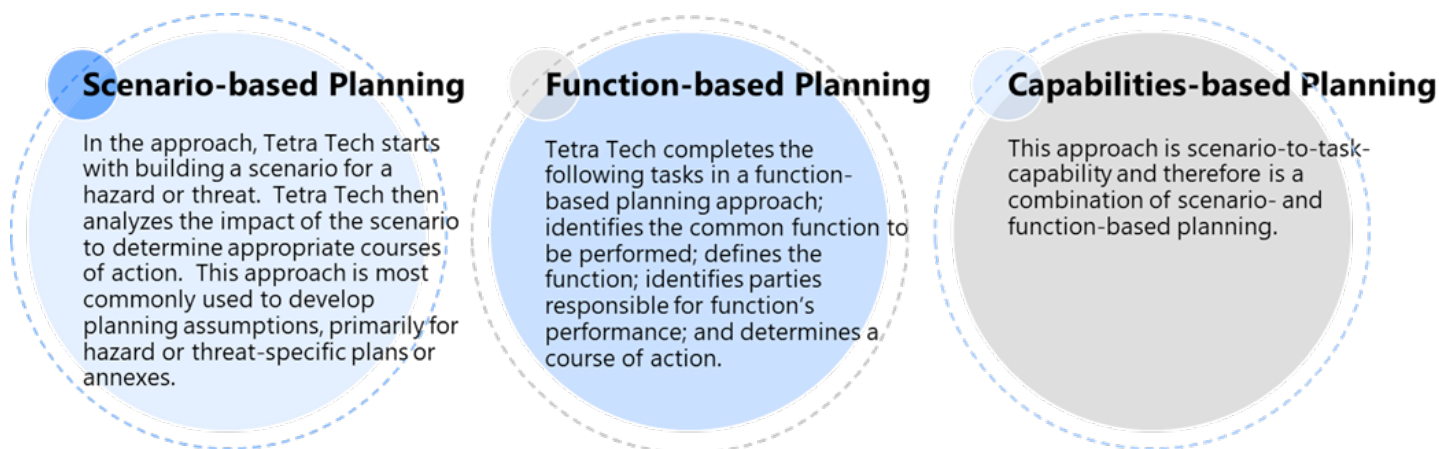
Preparedness Planning

Tetra Tech has assembled a team that features emergency management and homeland security experts with decades of real-world experience who have implemented all types of preparedness planning elements. In recent years, Tetra Tech has completed a wide range of actionable planning products in the following functional areas:

- | | |
|--|---|
| Business Continuity Plans | Logistics and Resource Management Plans |
| Commodity Points of Distribution (C-POD) | Mass Care/Surge Capacity |
| Comprehensive Emergency Management | Medical Dispensing |
| Community Rating System (CRS) | Pre-Disaster Recovery |
| Continuity of Government | Recovery and Redevelopment Planning |
| Continuity of Operations | Recovery Support Function |
| Crisis Communications | Reception Processing |
| Debris Management | Regional Catastrophic |
| Departmental Emergency Response | Resilience |
| Emergency Operations Center | Sheltering |
| Emergency Operations | Standard Operating Procedures |
| Emergency Support Functions | Threat and Hazard Identification Risk Assessments |
| Evacuation Plan | Threat/Hazard-Specific Plan |
| Family Assistance and Reunification | Volunteer Management |
| Hazard Mitigation | |

Tetra Tech's approach to preparedness plan development will be tailored to meet the needs of the project and the involved participants. In general, Tetra Tech follows the FEMA Comprehensive Preparedness Guide (CPG) 101 to develop plans, realizing that this guidance is not a rigid standard. Using the CPG 101 methodology, there are three tiers of planning: strategic planning, operational planning, and tactical planning. Tetra Tech has extensive experience using CPG 101 in developing, implementing, and evaluating the three tiers.

To develop comprehensive planning documents, Tetra Tech uses the following approaches, either individually or in combination:



Tetra Tech recognizes that certain types of planning projects may have additional relevant standards and guidance. The table below highlights select standards that Tetra Tech has used for developing specific types of emergency plans with other clients.

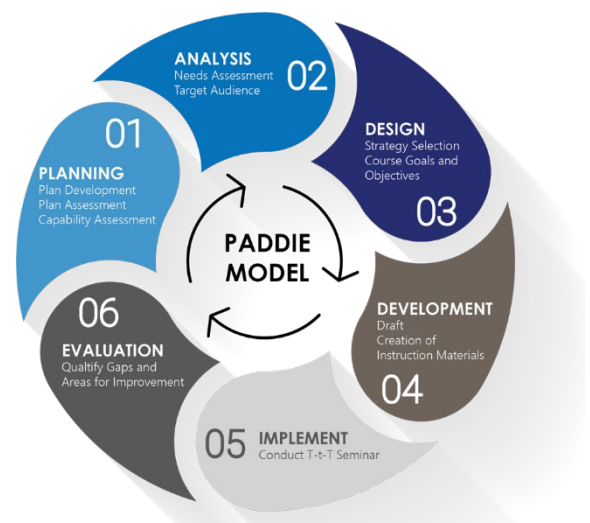
Standards and Planning Types

Standard/Method	Type of Plan(s)
<i>FEMA CPG 101v3</i>	Emergency Operations Plan (EOP) EOP Hazard Annexes EOP Emergency Support Function (ESF) Annexes Comprehensive Emergency Management Plans (CEMP) Standard Operating Procedures (SOPs) and Job Aids
<i>CPG 201v3</i>	Threat and Hazard Identification and Risk Assessment
<i>FEMA Hazard Mitigation Planning Guides (386 series)</i>	State, local, and tribal Hazard Mitigation Plans
<i>FEMA Continuity Guidance 2018</i>	State, local, and tribal continuity of operations (COOP)/continuity of government (COG) plans
<i>Disaster Recovery Institute (DRII)</i> <i>NFPA 3000 Standard for an Active Shooter/Hostile Event Response (ASHER) Program</i>	Business continuity plans (BCP) Active shooter plans, training, and exercises plans
<i>FEMA Pre-Disaster Planning Guide for Local/State Governments</i>	Recovery Plans
<i>FEMA P-785 Shelter Field Guide</i>	Shelter and Mass Care Planning

Development of Curricula on Plan Development

A plan is only successful if the responsible parties are aware of what is included, how to successfully implement it, and what their expected roles are when the plan is activated. Plans are most successfully implemented when personnel are regularly trained on the plan's contents and understand how it applies to them directly. We understand the importance of developing engaging training curricula that address topics in a way that the learner is able to grasp key concepts while also understanding what is expected of them during a disaster or emergency. **We worked with the Northern Virginia Emergency Response System (NVERS) to develop a two-day training course on how to develop a family assistance plan at the jurisdictional and county levels.** We have assisted other clients, including **Amtrak, with developing computer-based training (CBT) modules** that teach users how to successfully implement field operations guides and activate following a train derailment. Our team of skilled trainers are adept at creating curricula and training aids for in-person or virtual delivery and CBTs.

Our course developers include trainers certified or qualified through the FEMA Emergency Management Institute (EMI), U.S. EPA, various fire services, and U.S. military branches. Tetra Tech uses a streamlined version of the Systems Approach to Training (SAT) to develop customized training courses. This approach incorporates the steps of the PADDIE model of instructional design (Planning, Analysis, Design, Development, Implementation, and Evaluation). This process allows for a dynamic, flexible guideline for building effective adult learning training modules



Exercise Design, Execution and Evaluations

Tetra Tech's experience with HSEEP is extensive and ranges from local-level drills to national-level, multi-day full-scale exercises with dozens of stakeholders and thousands of participants. This includes developing HSEEP-consistent exercises for dozens of metropolitan regions across the U.S. As a result, Tetra Tech has often been tasked with managing our clients' ongoing multi-year exercise programs, including **FEMA's National Exercise Program (NEP), EPA's Emergency Response Training Program for first responders, New York State Radiological Preparedness Program (REPP), Amtrak, and exercise programs in the for Philadelphia, Chicago, Orlando, Los Angeles, Atlanta, Houston, and Dallas County.**

Tetra Tech understands how to utilize the HSEEP process to drive objective oriented outcomes while still providing flexibility to evolving client needs. Tetra Tech is well-versed in coordinating multiple, simultaneous planning efforts and complex exercises. We develop progressive exercise series to validate capabilities in the areas of energy assurance, transportation, cyber security, public health, hazardous materials response, natural hazards, terrorism, and recovery.

Through our current and past work for local, state, and federal agencies, Tetra Tech has developed a nationwide group of exercise design specialists and facilitators who work together to provide expertise to our clients. Tetra Tech project team members have long histories of demonstrated proficiency in the HSEEP process, and many are trained HSEEP instructors. Tetra Tech has numerous FEMA Master Exercise Practitioners (MEP), the highest HSEEP designation. As a result, Tetra Tech can provide the most capable HSEEP exercise development experts available. Our clients can attest to our ability to navigate the HSEEP process in such a manner to meet each standard, which minimizes the level of complexity for them and their stakeholders. Our team of HSEEP-trained professionals will be available to provide facilitation, control, and evaluation support for the County.

Tetra Tech's staff members will be able to serve as facilitators, controllers, and simulation cell (SIMCELL) members for exercises. Using the EEGs, staff will record actions from play and document observations, lessons learned, and best practices throughout the exercise for discussion in the hotwash and inclusion in the AAR. We will lead and manage the hotwash process in order to collect feedback from participants immediately after the exercise to get their initial thoughts and provide them with the opportunity to provide additional feedback via a paper Participant Feedback Form or online feedback survey. Throughout the COVID-19 pandemic, we have had immense success with using surveys to collect participant feedback for both exercise and real-world after action review processes.

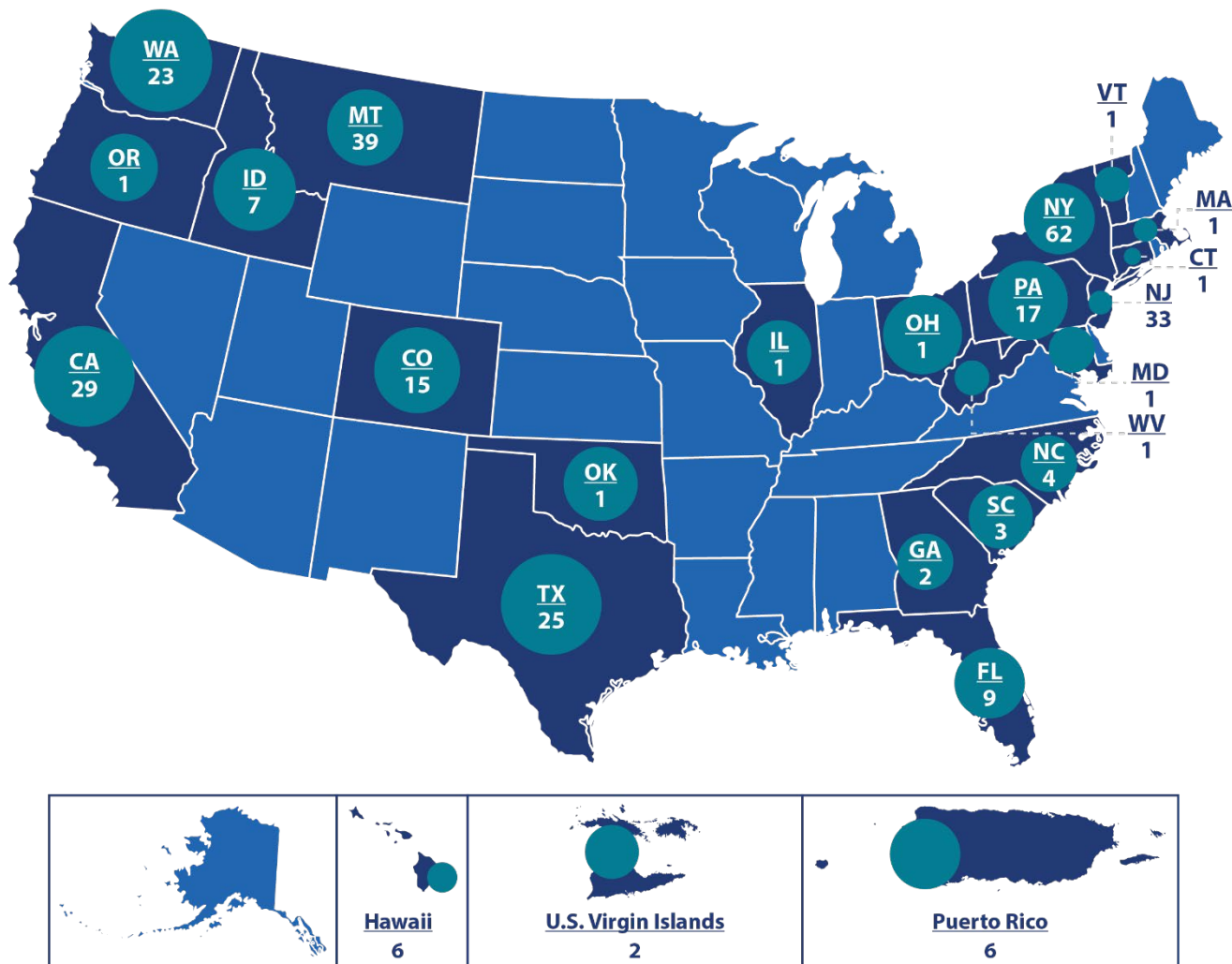
We can also support the County by consolidating evaluations into an AAR/IP and presenting this to County leadership. Our team has extensive experience with identifying not only best practices but also capability gaps and assigning corrective actions to address and close them.



Comprehensive Mitigation Programs

Our planning projects have included hazard mitigation plans, resilience plans, detailed vulnerability assessments, and flood-specific studies. Each of these projects has met the requirements of state or federal grant programs to provide continued access to funding. Each of the projects noted on the map below involved working in partnership with the communities and counties to reduce natural risk and increase community resilience. This included conducting detailed vulnerability assessments and integrating changing future conditions to help prioritize an action plan and pave a pathway to implementation.

National Mitigation and Resilience Planning Experience



Over 250 Mitigation and Resilience Planning Projects Nationwide

Tetra Tech maintains a best-in-class hazard mitigation team with expertise in maximizing the benefits of utilizing this program, including reducing future losses for residents and the federal government by identifying and producing hazard mitigation proposals that:

- Incorporate resiliency measures;
- Maximize the amount of hazard mitigation funding for the Commonwealth;
- Utilize proven cost-effective mitigation measures (FEMA's Appendix J, 100% rule, and Benefit Cost Analysis tool);
- Ensure the most up-to-date federal and state environmental guidelines are followed
- Apply Wind and Flood Retrofit best practices (FBC, ASCE); and
- Ensure possible opportunities to incorporate hazard mitigation are maximized.

Tetra Tech is FEMA's Region VI, VII, and VIII Hazard Mitigation Technical Assistance Contractor for the suite of Hazard Mitigation Programs.

Hazard Mitigation Assistance

Hazard mitigation is an essential tool to break the cycle of damage due to disasters. Tetra Tech is a leader in assisting states and municipalities in hazard mitigation planning and program execution. As the recovery to a disaster begins or preparations are made prior to a future disaster, it is critical that all operations consider available hazard mitigation opportunities. The Tetra Tech team has the expertise and experience to coordinate Walton's efforts to support the consideration of mitigation options. Tetra Tech can provide the following services:

- Mitigation Program Administration
- Mitigation Planning and Hazard Assessment
- Section 406 Mitigation Integration
- Hazard Mitigation Assistance Program Application and Implementation (HMGP, FMA, and PDM)

406 Hazard Mitigation Grant Program Support

Section 406 of the Stafford Act provides that applicants participating in the FEMA PA Program can access mitigation funds during the development of PWs for damaged public facilities. The Section 406 program is designed to enhance the facility's ability to perform against future disasters, thus protecting it from repetitive loss. By maximizing 406 Mitigation opportunities, the Commonwealth can reserve more finite funding sources such as HMGP or CDBG-DR to satisfy other unmet needs. The opportunities presented through robust use of Section 406 mitigation truly afford the Commonwealth a chance to not just recover from disasters but prevent future, similar damage. The benefits to the taxpayers and the community at large are significant.

With all permanent work PA projects, the Subrecipient has the option to request hazard mitigation measures as part of the project – termed a hazard mitigation proposal (HMP) – which can be funded up to an equivalent amount of 100% of the eligible repair or replacement costs. Where an HMP is 15% or less of the project cost, the HMP can be immediately approved by FEMA during project formulation. HMPs that are >15% but <100% that are from FEMA's pre-approved list of mitigation measures (aka Appendix J) are considered automatically cost-effective and approved during the project formulation process. For HMP >100% the Subrecipient must submit a BCA (minimum threshold ratio of 1:1) to FEMA for approval prior to starting the work.

Developing Hazard Mitigation Proposals

At the Commonwealth's request, the Tetra Tech team will assist with identifying future mitigation grant opportunities to supplement the disaster-related mitigation programs through FEMA's 404 HMGP program. Tetra Tech is prepared to assist the Commonwealth with HMGP services, including preparing applications, conducting outreach to potential property owners, developing application scopes, assessing cost-effectiveness (cost-benefit analysis), regulatory clearances, grant implementation, and audit and closeout services. Currently, Tetra Tech is assisting communities in California, Idaho, North Carolina, New Jersey, Ohio, Oregon, South Carolina, Florida, and Texas, including the City of Houston with HMGP and FMA grants.

Tetra Tech will utilize state-of-the-art strategies in conjunction with the FEMA BCA Toolkit (currently version 6.0) to maximize the benefit cost ratio by incorporating both quantifiable and additional costs and benefits to demonstrate economic feasibility of projects. Tetra Tech's in-depth knowledge of the FEMA BCA has come from conducting hundreds of BCAs across hazard and project types. Tetra Tech BCA analysts are adept at finding creative solutions and leveraging our risk assessment knowledge to pioneer many of the interfaces between the BCA Toolkit and other hazard packages such as the FEMA HAZUS-MH model.

The Tetra Tech team has in-depth knowledge and extensive experience in calculating benefit cost analysis (BCA) ratios—resulting in a high rate of grant funding for our clients. Tetra Tech has extensive experience evaluating proposed projects to validate cost effectiveness for federal and state grant programs. This knowledge has resulted in millions of grant dollars awarded to our clients for project implementation. We take a hands-on approach to work with sub-recipients to leverage our expertise while gathering the supporting hazard, cost, and mitigation factors need for the BCA Toolkit. These data points will be utilized in the BCA tool for each of the hazard types in the tool and in building specific hazard models when necessary. Our Team will analyze and identify the most advantageous damage and frequency relationship between modeled, historical, or professional expected damages to continue to maximize the benefit cost ratio. This methodology has proven to provide a robust benefit-cost analysis utilizing an expanded cost-benefit methodology to ensure project eligibility and provide additional benefits to cover and unforeseen costs during project implementation.

Comprehensive Mitigation Services

The lifecycle of a project from grant award through closeout requires clear communication with the Commonwealth and FEMA. Often there is a change in project scope requiring a change request or an extension of the project period of performance which must be submitted with appropriate supporting documentation to the Commonwealth and FEMA for approval. For some changes there are procurement requirements that must be followed to avoid a de-obligation of funds. Additionally, if FEMA denies a request or determines some work was ineligible, the action may trigger an appeal process. Finally, there are various quarterly reporting requirements and regular documentation management that must occur to keep the project on track. Tetra Tech will provide grant monitoring services, which includes:

- Project administration
- Construction inspection (as requested)
- Time extension requests
- Quarterly reporting
- Issues resolution
- Project amendments
- Payment processing
- Closeout reporting

Additionally, as updates and adjustments to HMGP policies are made, such as the Hazard Mitigation Grant Program Management Costs (Interim) Policy and the replacement of the Pre-Disaster Mitigation program with the BRIC program, Tetra Tech will develop info sheets and conduct briefings with Commonwealth staff to highlight and crosswalk policy changes and implications for new or ongoing HMGP projects. Furthermore, Tetra Tech's subject matter experts have decades of policy experience and have applied novel remedies, methods, and approaches to enable solution sets and common ground to develop between applicants, FEMA, and the Commonwealth to resolve roadblocks and facilitate issue resolution and project progress.

Project Formulation

Tetra Tech is prepared to assist the Commonwealth and sub-applicants with BCA reviews, feedback, training, and technical assistance that lead to complete BCAs in each sub-application. This includes, but is not limited to:

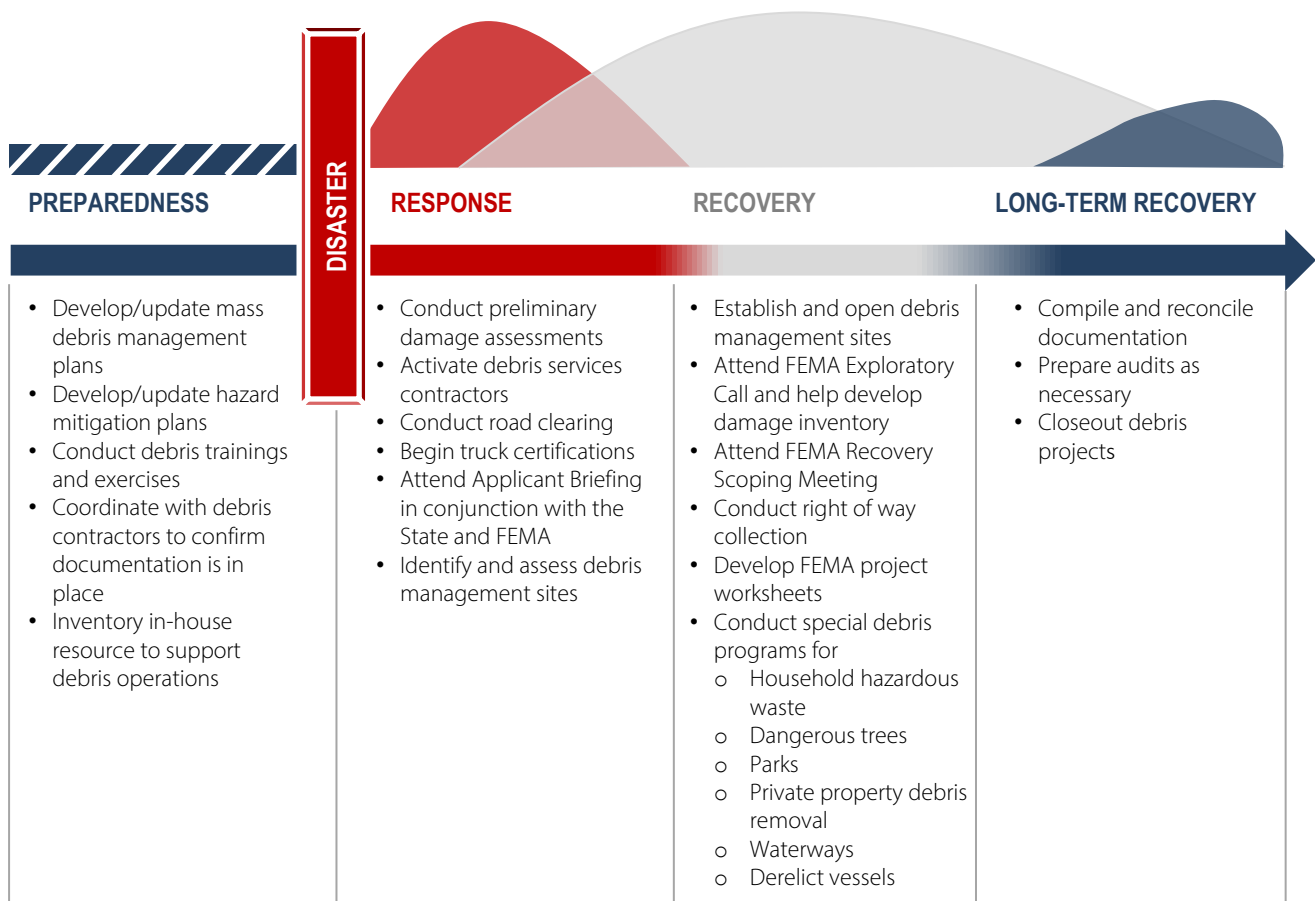
- FEMA GO
- Review and reconciliation of Emergency Purchase Orders (EPOs)
- Review and reconciliation of supporting cost documentation
- Procurement reviews
- GMS upload and tracking
- Cost estimates
- Engineering reviews (if applicable)
- Environmental and historical preservation reviews
- Insurance reviews and subrogation
- Codes and standards compliance
- Responding to FEMA RFIs
- Negotiations with FEMA on project scope and costs

Disaster Debris Management Planning

As a result of our past disaster debris monitoring and DDMP services, our team understands infrastructure and vulnerability, to risks typically encountered in Florida, such as hurricanes, flooding, and winter storms. We are prepared to assist with each task identified by the County along with necessary supporting tasks and guidance. As such, our project approach addresses the following items:

1. Orienting plan stakeholders to debris management operations.
2. Analyzing potential debris management sites (DMSs) for the temporary staging and reduction of debris.
3. Developing the DDMP and a DDMP template.
4. Conducting training on the DDMP to familiarize stakeholders with their role in the plan.
5. Conducting a tabletop exercise to evaluate the participating jurisdictions to activate and conduct debris management operations.
6. Producing an after-action report and improvement plan following the exercise to document lessons learned from the exercise and establish corrective actions and timelines for making improvements to enhance the jurisdictions' capabilities to respond and recover from a debris generating disaster.

Tetra Tech develops DDMPs that span the four phases of debris operations. The concept of operations below describes the processes of how to achieve the objectives of the DDMP. This section is organized chronologically to demonstrate the activities that will take place during each phase of debris operations including Preparedness, Response, Recovery, and Long-Term Recovery.



Task 1: Update Documents in Existing Plan

Project Planning Meeting. Tetra Tech will initiate the project by conducting a project planning meeting with the project sponsor. During this meeting, Tetra Tech and the project sponsor will establish the overarching planning objectives that will define the disaster debris management planning process, determine project milestones, and introduce the Tetra Tech project team members.

Together, the Tetra Tech project manager and the project sponsor will accomplish the following:

- Confirm the project schedule, deliverables, and planning assumptions.
- Identify and collect data needed for plan development.
- Identify participants to serve on the Disaster Debris Planning Team (DDPT).

Work Plan. Within one week of the project planning meeting, the Tetra Tech project manager will provide the DDPT with a detailed work plan, which will identify the core goals, objectives, and scope of the DDMP project. Once approved, the work plan will guide the development, execution, and follow-up phases of the project. Tetra Tech's project manager will collaborate with the DDPT to identify and confirm critical meeting and project milestone dates.

Project Kickoff Meeting. Following the project planning meeting, Tetra Tech will begin the project by facilitating a two-hour project kickoff meeting with the DDPT members. The kickoff meeting will highlight the disaster debris management planning process, the need for various staff involvement from each jurisdiction in the overall project as well as outline the phases and timeline of the DDMP planning project. The kickoff meeting will be conducted onsite or can be conducted via online meeting platform.

Task 2: DMS Analysis

During task 2, Tetra Tech will conduct a site evaluation of sites believed to be most promising as potential DMS locations. The site visits will last approximately 1.0 hour each. Tetra Tech will develop a detailed set of criteria (acreage, zoning, traffic conditions, environmental considerations, proximity to schools, etc.) to identify potential properties suitable for use as DMS locations.

After the site evaluations, Tetra Tech will prepare a DMS report with rankings of the potential DMS locations that were evaluated by the Tetra Tech project team. This detailed site report will include the following information:

- Maps showing site location
- Photographs of site
- Site size and layout
- Ease of ingress and egress
- Surrounding land uses
- Historical eligibility of site
- Recommended reduction methods
- Public versus private property
- Distance from bodies of water
- Potential debris management operation and environmental issues and considerations such as burning, traffic, smell, noise, and community impact
- Competing resource considerations (jurisdictions competing for the same sites, such as privately owned and operated landfills)
- Jurisdictions to be served by the site

Tetra Tech will **request that the jurisdictions involve the Florida Department of Environmental Protection (FDEP)** to make them aware of each jurisdiction's plans to use these sites as DMS locations.

Task 3: Development of the DDMP and DDMP Template

Tetra Tech will work with the DDPT to develop a DDMP with appendices to address the specific needs of each participating jurisdiction. The DDMP will comply with the National Incident Management System (NIMS), Incident Command System (ICS), FEMA Public Assistance Program and Policy Guide FP 104-009-2, Federal Highway Administration (FHWA) Emergency Relief Fund guidelines, and FDEP and U.S. Environmental Protection Agency (EPA) best practices for debris management.

On-Site Working Group Meetings. Tetra Tech will conduct working group sessions with DDPT members as well as key members of each jurisdiction's staff for their input into the various aspects of the DDMP and appendices. Working group sessions will last approximately one hour each and could include representatives from departments including: emergency management, public works, finance, County management, code enforcement, public information, County attorney, solid waste, police, fire, parks and information technology.

Draft DDMP Development. The DDMP will include the following key components:

- Organizational structure, role, and contact information for jurisdictions and departments involved in debris removal, handling, transportation, processing and disposal operations, including options for mutual aid
- Clearly defined ICS based management structure and reporting process strategies and processes that support effective debris forecasting, monitoring, and estimating
- DMS Report (ranking, acreage, location, maps, photos, etc.)
- Debris removal zone maps
- Debris management collection and handling strategies based on debris types and mixes (vegetative debris; hazardous trees; construction and demolition debris; hazardous waste; electronic waste and white goods)
- Monitoring of DMS locations
- Identification and assessment of area-specific potential hazards and threats and the corresponding potential for generation of disaster debris
- Pre-event preparations prior to an impending debris-generating incident
- Post-event response (major and minor events)
- Sample public information content and press releases
- Debris reduction options
- Sample MOU for the sharing of resources in response to a debris generating incident
- Final disposal of debris including methods for maximizing material diversion through reuse and recycling
- Use of contracted services for debris operations including processes for pre-qualifying contactors
- Sample request for proposal for debris hauling services
- Private property debris removal and demolition processes
- Sample right-of-entry agreement
- Health and safety considerations
- Environmental and other regulations

DDMP Template. In addition to the draft DDMP, Tetra Tech will also develop a draft DDMP template with instructions for other stakeholder jurisdictions in the region.

Plan Review Meeting. A draft version of the DDMP and jurisdiction specific appendices will be delivered to the DDPT for review and comment. After a sufficient review period (approximately two weeks), Tetra Tech will conduct a half-day, on-site or via online meeting platform, plan review meeting with the DDPT to discuss comments and gather additional input for incorporation into the final version of each of the DDMPs.

Based on the feedback during the plan review meeting and other comments received during the review period, Tetra Tech will revise the DDMP and deliver it to the DDPT for final comment. Tetra Tech will incorporate revisions into the final version.

Task 4: DDMP Training

Upon completion of the final draft, Tetra Tech will conduct a combined onsite training for the agencies and stakeholder communities participating in the project. The training can also be conducted via online meeting platform. The DDMP training will familiarize community staff with debris management strategies, departmental responsibilities, as well as financial and regulatory considerations in debris management. The training will last approximately 2 hours. County or the stakeholder communities will provide the facilities for the training. Tetra Tech will provide up to 100 copies of the training presentation to attendees.

In April or May of each year, Tetra Tech will assist Collier County in conducting an annual pre-hurricane season Strategic Debris Management Planning Exercise (SDMPE) to review the current debris removal plan and process, and to train all personnel associated with the debris management mission. Additionally, Tetra Tech will participate in annual meetings and/or training workshops with the County and others as required to establish and/or review applicable policies and procedures, specific to Collier County.

Task 5: Debris Management Tabletop Exercise

For task 5, Tetra Tech will conduct a tabletop exercise to evaluate and discuss the ability of staff to activate and manage debris operations in response to a disaster. Participants in the tabletop will discuss key aspects of debris operations in the context of a scenario. In addition, questions that align to exercise objectives will be developed to help facilitate discussion. The tabletop exercise will be developed to be in compliance with the U.S. Department of Homeland Security's Exercise Evaluation Program (HSEEP). As such, the following steps will be taken in the development of the exercise:

Initial Planning Meeting. An Initial Planning Meeting (IPM) will be conducted with Tetra Tech and the Exercise Planning Team (EPT) to determine the goal, objectives and agenda for the exercise. In addition, the Tetra Tech team will coordinate with the EPT to determine the scenario to be used to guide discussion, identify participants to invite to the exercise, identify the exercise location and discuss other logistical considerations. Based on the discussion during the IPM, Tetra Tech staff will draft exercise documents to discuss during the Final Planning Meeting (FPM) to familiarize staff with debris management strategies, departmental responsibilities, as well as financial and regulatory considerations in debris management. The IPM will take place during the same trip as the plan review meeting or will be conducted via online meeting platform.

Final Planning Meeting. The purpose of the final planning meeting (FPM) is to provide a working session for exercise planning discussion and to allow the EPT the opportunity to review and approve the exercise documents prepared by Tetra Tech. During this meeting, the EPT will review and provide final feedback on the situation manual (SitMan), exercise evaluation guides (EEGs), support requirements, and additional evaluation materials.

This meeting will serve as a pivotal point in the exercise development process. The Tetra Tech Team will use pre-developed checklists to confirm that remaining exercise details have been addressed. The EPT will also confirm the established timeframe for the conduct of the exercise and provide additional input related to the exercise logistics. The final planning meeting will be conducted via online meeting platform.

Situation Manual (SitMan). Tetra Tech will develop a SitMan for the exercise that provides participants with the information they need to participate in the discussion-based exercise. The SitMan will include the following:

- General information section/introduction with an overview of the specific exercise activity
- Ground rules section describing the expectations for exercise participants
- Objectives and scope section containing information developed during the design phase, including the identified capabilities and associated exercise objectives
- Exercise agenda section presenting a list of the scheduled activities
- Scenario information, including the scenario narrative, timeline, and messages, if used
- Discussion questions and points designed to generate discussion as outlined in the exercise objectives
- Appendices containing additional information to support the exercise, including acronym guides, glossaries, relevant web site lists, contact numbers, organization charts, maps, models, etc.
- Exercise participant feedback form

Facilitator/Evaluator Handbook. Tetra Tech will develop a facilitator/evaluator handbook that contains guidance that facilitators and evaluators need to fully understand the procedures and responsibilities for exercise facilitation, evaluation, and support. The facilitator/evaluation handbook will detail the scenarios for the duration of the exercise, develop guidelines for facilitation, explain the exercise concepts, establish the management structure for the exercise, and establish and define logistics and administration. The facilitator/evaluation handbook includes the evaluation tools, data collection instruments, and function-specific EEGs. Tetra Tech will conduct a briefing with the facilitators/evaluators to review the handbooks and assign tasks in preparation for the exercise.

Exercise Evaluation Guides. Early in the exercise development process, Tetra Tech can identify personnel to serve as facilitators/evaluators. If the EPT chooses not to use Tetra Tech for exercise evaluation, evaluators will be chosen by the EPT. These individuals will make up the exercise evaluation team and will be responsible for completing the EEGs used to evaluate participants' performance in carrying out their assigned roles and responsibilities during the exercise. As part of the process, Tetra Tech will train the evaluation team on the purpose and effective use of EEGs. As a baseline, Tetra Tech will use the latest version of the HSEEP EEGs to develop customized exercise-specific EEGs exercise.

Exercise Registration. Tetra Tech will provide registration of exercise participants on the day of the exercise.

Exercise Facilitation. Tetra Tech will design the exercise to engage participants during a compressed timeframe. Tetra Tech exercises typically last a total of four hours. After four hours, participants are fatigued and often experience diminishing returns with each additional hour. Tetra Tech recommends completing the exercise while participants are still alert enough to provide meaningful exercise evaluation. The hotwash immediately following the exercise is helpful in identifying and summarizing the findings and next steps from the exercise.

The Tetra Tech Team will provide one lead facilitator and two facilitator/evaluators for the exercise. The lead facilitator will oversee the actions of exercise functions/operations and serve as the point of contact for issues relating to the exercise. If needed, the exercise may also be conducted via online meeting platform.

Task 6: After Action Report and Improvement Plan

Tetra Tech's goal in the development of after-action reports (AAR) and improvement plans (IP) is to validate strengths and identify areas for improvement so the County can take actions to address areas needing improvement and enhance their capability to prepare for and recover from a large debris generating incident. Tetra Tech will develop and utilize an HSEEP-compliant AAR/IP template that will be preapproved by Collier County to accomplish this objective as follows:

- Allow for the collection of supporting data
- Provide for the analysis of data to compare against expected outcomes
- Provide a process to determine needed changes to procedures, plans, staffing, equipment, communications, organizations, and interagency coordination to facilitate expected outcomes

The AAR is a critical post-exercise or post-incident document developed in collaboration with local staff and other stakeholders to the County. It serves as a historical record of lessons learned and provides findings and recommendations for enhancements to policies, plans, and/or procedures. Through years of experience in developing AARs, Tetra Tech understands the importance AARs play in day-to-day operations of state and local jurisdictions and agencies. Many of our proposed project staff members have seen firsthand that AARs are useful tools to document and validate best practices or operational enhancements. AARs help agencies and jurisdictions document shortfalls in areas such as staffing or their inability to sustain operations for extended periods of time. In some cases, documenting such deficiencies in an AAR has led to jurisdictions/agencies receiving additional approval and/or funding to increase their staffing levels or purchase needed resources.

After Action Report. Tetra Tech Team will prepare an after-action report (AAR). The AAR will document the goals and objectives, provide a synopsis of the exercise and an analysis of strengths as well as identifying and providing recommendations for areas needing improvement. Tetra Tech will deliver the draft AAR within four weeks.

After Action Meeting. Following delivery of the AAR, Tetra Tech will conduct an after-action meeting with the EPT and key participants. The after-action meeting may be conducted via online meeting platform. During this meeting,

the EPT will establish its improvement plan (IP) matrix, committing to actions and timelines to remedy deficiencies identified in the exercise. Tetra Tech will finalize the IP matrix within two weeks following the after-action meeting.

Other Assistance as Needed

Tetra Tech is prepared to support the City, its contractors, and its Council, Boards, and Panels with technical support and assistance as needed. As demonstrated throughout this proposal, Tetra Tech is a turnkey emergency management and disaster recovery services provider with a deep bench of specialize staff available to respond to any need the City may have.

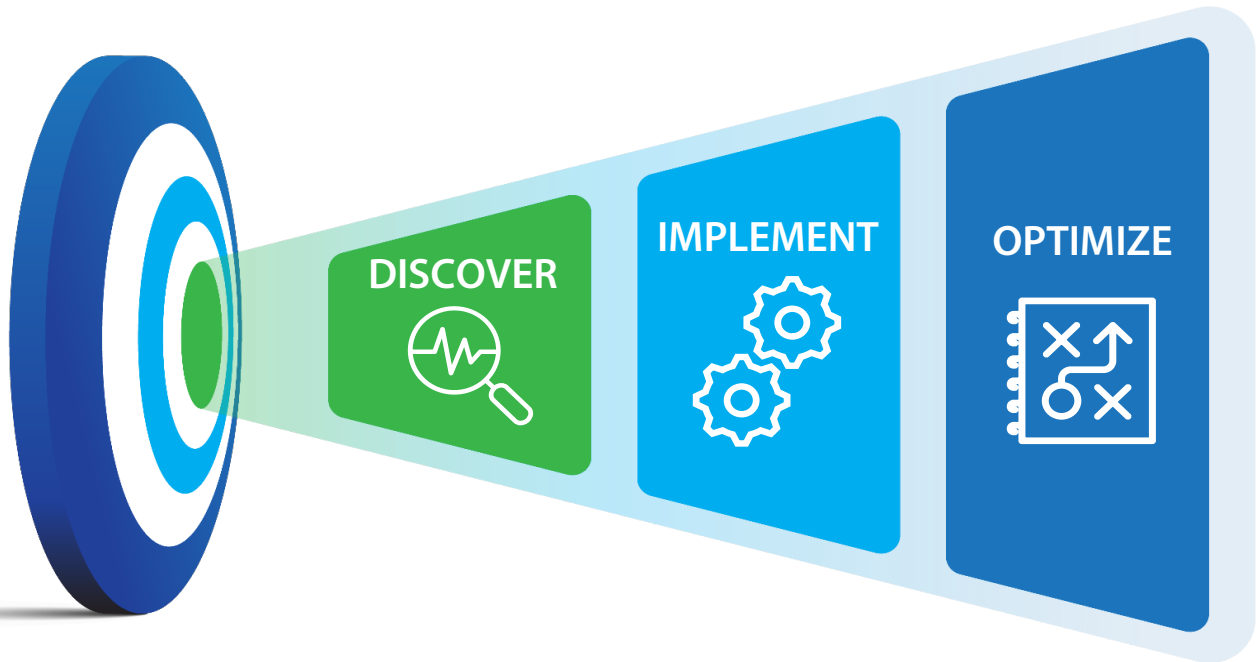
2. Project Opportunities and Challenges and Value Added Services

Common Challenges and Solutions

	Common Challenge	Tetra Tech Solution
 Access and Connectivity	During a project, access to areas and connectivity between project staff can be compromised.	Tetra Tech utilizes the following methods for a solution: • Proactive Data Collection • Access to GIS Layers • Drone Surveys • Operate with the use of NFC
 National Labor Shortage	Nationwide shortages in the labor market make it difficult for many firms to meet the personnel requirements needed for debris management and FEMA reimbursement projects.	Tetra Tech focuses on hiring local staff that not only have the expertise we expect of our own staff, but the local knowledge that gives our clients an edge in project execution. Tetra Tech boasts a dedicated HR team and utilizes virtual and in-person recruitment.
 Data & Communications Management	Data and communications management can be a challenge from sheer volume. There are many factors to consider, from accurate reporting to public relations.	Tetra Tech keeps data and communications open-ended with our clients and their communities using public-facing information, in-house digital media, communications and PR, and transparent reporting.
 Understanding FEMA Regulations	Throughout project execution, compliance with FEMA regulations is one of the biggest challenges that our clients consider during the recovery process.	Our management team and field staff fully understand FEMA rules and regulations across FEMA programs. This allows us to monitor contracts to the smallest detail while managing and documenting the operation using proven methodologies that maximize FEMA reimbursement.
 FEMA Communication and Coordination	An open line of communication with FEMA and its representatives isn't always possible for many communities across the country. Correspondence can take a lot of time, slowing down the program as a result.	Our team maintains strong relationships with many of the lead federal coordinating officers, PA/IA officers, and other staff. Regular interface and communication with FEMA at the headquarters, regional, and local levels allow our team to obtain quick responses on guidance and issues.
 FEMA Closeout	As a FEMA program draws to a close, final program and financial reports must be submitted.	Tetra Tech maintains a timely closeout with its FEMA programs, boasting audit-ready file maintenance, FEMA grants portal experience, and data and documentation integrity.
 Audits and Appeals	Accurate reporting is built up by strong maintenance of records, open communications, qualified and effective staff, and knowledge of FEMA rules and regulations. Any deviation from these elements can lead to complications in the auditing process.	Our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars.

Value Added Services

Tetra Tech's approach to disaster debris operations is firmly rooted in our ability to consistently adding value for the customers we serve prior to disasters, during a deployment, and long after we are needed on the ground. We achieve this through our ability to innovate and improve the delivery of our services.



DISCOVER: Navigating the Path of Innovation

Explore the forefront of disaster debris monitoring, uncovering new insights and breakthrough technologies to enhance services – leveraging knowledge across the entire disaster lifecycle, from pre-disaster planning to response, recovery, and mitigation.

IMPLEMENT: Turning Ideas into Action

Seamlessly translate innovative concepts into tangible solutions, putting plans into motion with precision and efficiency to ensure effective disaster debris monitoring. Tetra Tech is a \$4.5 billion company that moves at the speed of a 20-person office.

OPTIMIZE: Maximizing Impact and Efficiency

Continuously refine and optimize strategies and methodologies based on real-world experience supporting clients across the country in responding to a variety of natural and man-made disasters. Leverage data-driven insights and lessons learned to maximize the accuracy, efficiency, and effectiveness of debris monitoring services.

Utilization of Drone Technology

Tetra Tech is leading the emergency management industry in the use of drone technology for a variety of different functions. Evidence of this innovation in action is our disaster response team's utilization of Unmanned Aircraft Systems (UAS or more commonly, "drones") in a variety of applications to enhance our documentation and provide our clients with increased visibility into project scope and operations. Our staff includes FAA licensed drone remote pilots with significant experience in utilizing drone technologies to the maximum benefit of our clients.

Damage Assessment: Our team has used UAS technology to help conduct damage assessments in communities affected by disasters. Data and imagery provided via UAS not only provides a more complete visual than photos alone, but also allow our team to survey areas that may be inaccessible after an incident. We can leverage this technology to reduce time spent accumulating ground survey data for large areas, to collect higher resolution data, and to provide real-time data capture to our clients

Debris Estimation: Drones have been used by the Tetra Tech team to perform surveys of specific areas or hard to reach locations to estimate vegetative, C&D and sand debris. Tetra Tech provides integrated mapping solutions using state-of-the-art mapping software, airborne and mobile sensors and camera systems, and a robust information technology infrastructure to capture and analyze this data.

Debris Management Site (DMS) operations: Our project teams have also used aerial imagery obtained from UAS to illustrate the progression of debris processing and removal at DMS locations. This has included pre-site status, during operations and post-site closure.

Traffic Analysis: Our team has used drones to assist debris removal operations from heavy debris areas to DMS sites in remote or "traffic-sensitive" areas where the trucks may disrupt the normal lives of residents and commerce. This was most recently used during many of our California debris removal operations where drones identified periods of heavy traffic at limited access DMS' and provided alternate routes for trucks to utilize. Actions like these saved hundreds of non-productive hours for these trucks.

Specialized Debris Missions: The technology is used in a similar fashion to provide increased visibility into debris removal operations and is particularly helpful for documenting parcel demolition through the Private Property Debris Removal Process to better illustrate work progression throughout the course of a project.

Waterway Debris Missions: UAS technology is especially useful in monitoring waterway disaster debris removal projects. Oftentimes, ease of accessibility can be an issue when working the length of some waterbodies. By using the data provided by UAS, our project team can assess the area and develop smart workplans. Furthermore, aerial images provided by UAS can demonstrate work progression on waterways where visibility from the shore is obscured.



Our ASPRS-certified photogrammetrists, FAA-certified UAS pilots, certified geographic information systems professionals, LiDAR analysts, and remote sensing and survey professionals work together to provide the latest tools and technologies to support our clients' goals and objectives. Tetra Tech's geomatic technologies professionals support our clients with a full suite of services—from air, land, water, and desktop.

Time Management

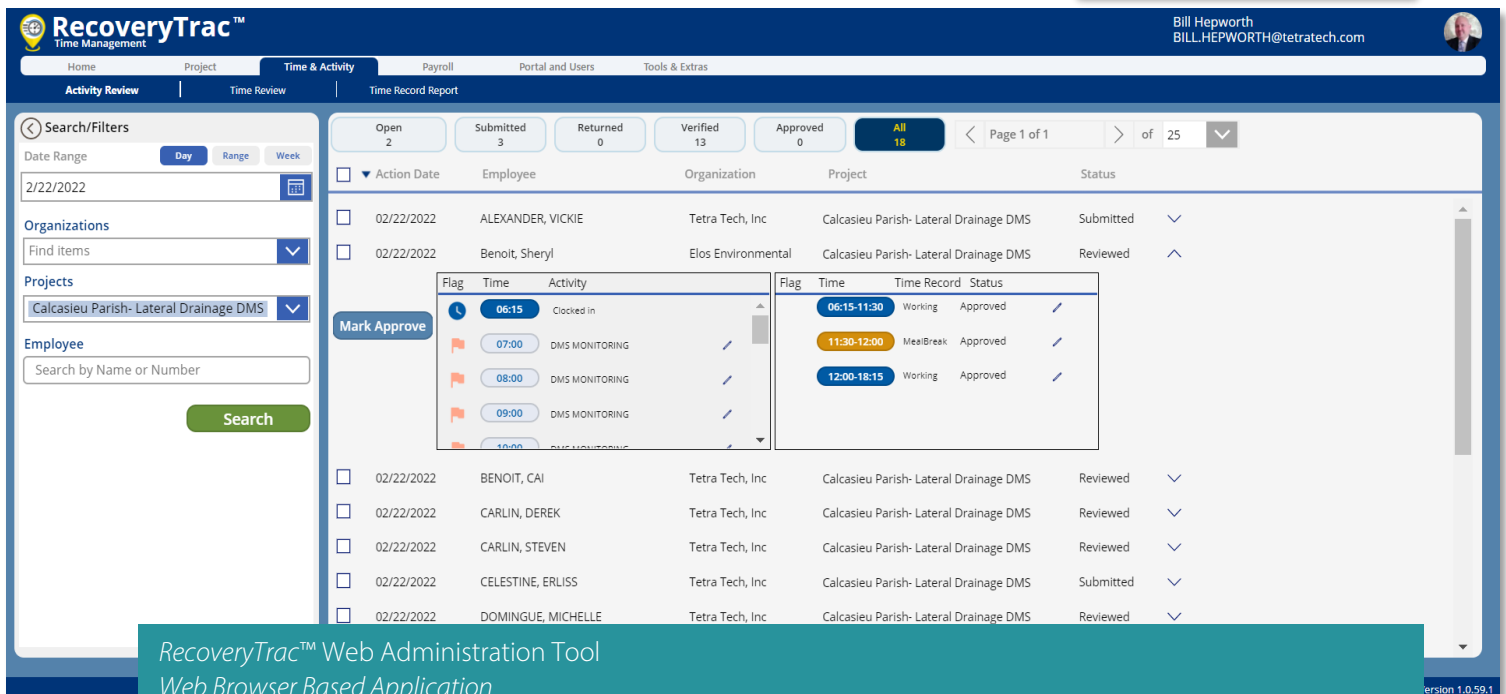
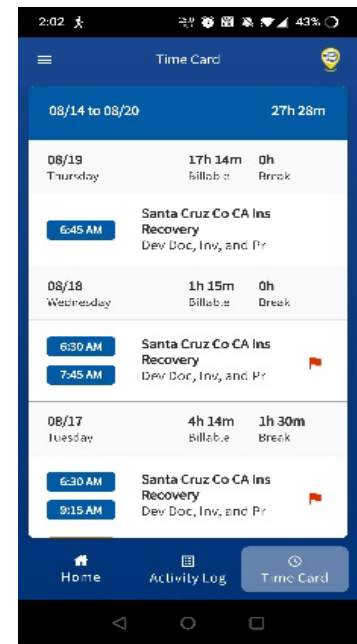
Accurately logging, monitoring, and reporting on labor hours is critical to the success and efficiency of an emergency response operation. We are excited to introduce the *RecoveryTrac™* Time module to the State, which includes the features detailed on the following page.

RecoveryTrac™ Time Management



RecoveryTrac™ Time
OS, Android, and Web

- Time and Activity Recording
- Incident Reporting
- Simplified Field Worker Experience
- Supports BYOD
- On Device Data Validation
- Full featured offline support
- Digital ICS 214s
- Simplified Single Signature for both Activity Log and Time Records



RecoveryTrac™ Web Administration Tool
Web Browser Based Application

- End-to-End Management of Time Records and Time Transaction
- Generates payroll reports for posting to TetraLinx
- Generates fully digital ICS 214s
- Incident Reviewer
- Ability to send Activity Logs and Time back to Field Workers to have them fix errors
- Ad hoc Time Record reporting including Subcontractor Review, Time Record Review, Transaction List and Time Sheets

Artificial Intelligence and Machine Learning (AI/ML)

Tetra Tech has been a leader in the industry through our integration of AI/ML into our clients' debris programs including field operations, public engagement and financial management.

Identification of Data Anomalies: Data captured in our *RecoveryTrac*™ ADMS system is run through our AI engine to identify irregularities and variances within the dataset as one of many methods of fraud detection we employ for our clients. Our debris management Subject Matter Experts (SMEs) established training algorithms based on many years of experience with traditional and specialized debris programs as the backbone of this analysis.

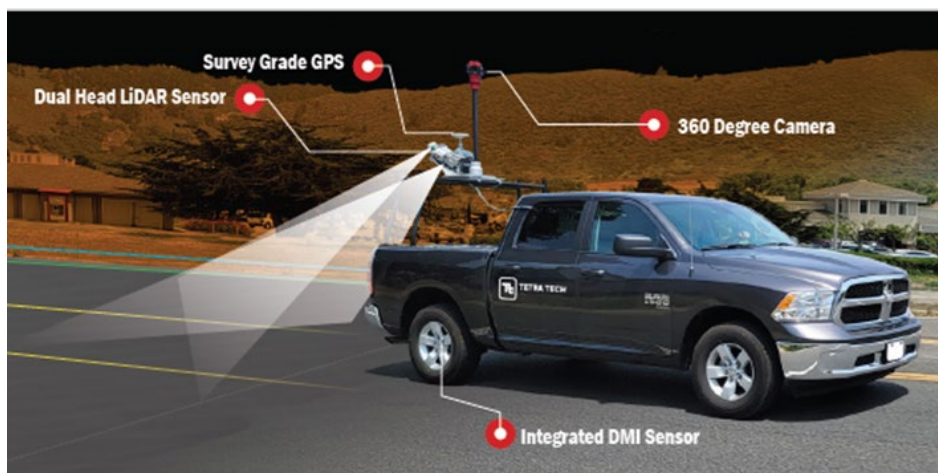
- **Field Operations Alert Tools:** One of the most important “value adds” to our clients team is the integration of our GIS capabilities with our AI engines our field staff and managers during field operations. Examples of this include locational notifications for in and out of boundaries, truck route improvements and damage assessments. For example our GIS tools coupled with AI can identify types of damage and quantities of debris for integration into the State's preliminary damage assessment reports submitted to FEMA.
- **Debris Management ChatBot:** First deployed in 2020 for the COVID-pandemic, we are able to provide the State and local governments a debris management focused chatbot for integration into the public information systems. This includes online and voice that provide answers to many of the most commonly asked questions about the debris program. Most recently in 2022, Tetra Tech worked with Collier County, Florida following Hurricane Ian to successfully establish a debris chatbot for resident questions following that devastating event.
- **Invoice Reconciliation:** As part of the invoice processing phase our team of reconcilers have integrated AI/ML into debris hauler reconciliation thus increasing speed and efficiency of reviews. The timeliness of our invoice processing team has been lauded throughout the industry for our ability to quickly and thoroughly review invoices to speed up payment and submission to FEMA.

Video/LiDAR Roadside Survey

Tetra Tech provides video and LiDAR roadside surveys to identify debris and hazards to provide a real-time ground-level picture of the level of damage caused by disasters. Our vehicles are equipped and are ready to deploy within 24 hours of notification. These data captures can be taken prior to the disaster, immediately after the event, throughout operations and upon closeout.

In addition, once the data is collected it is synchronized into a single GIS

viewer to see side-by-side comparisons at any point in time the data capture took place. This “single viewer” approach benefits the State whether to show progress, identification of hazards that need to be removed (e.g. hazardous hanging limbs in the right-of-way) deployment/assignment of resources to aid in expediting recovery.



Geospatial Integration

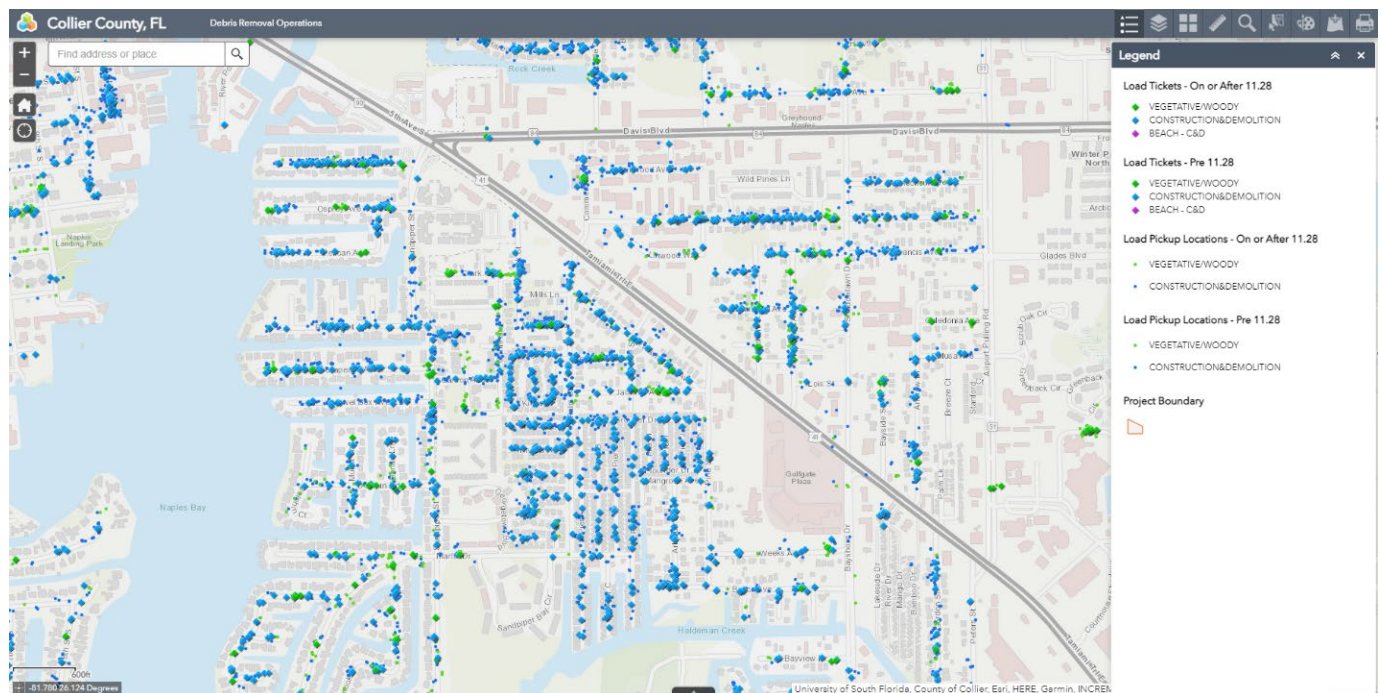
For more than two decades, Tetra Tech has been an industry leader in the innovative use of Geographic Information Systems (GIS) technology. Our analysts produce site maps and illustrations, and manage large, multi-disciplinary environmental datasets. They are highly experienced in GIS and database automation, applications programming, spatial modeling, 3D modeling, advanced image analysis, and interactive web mapping. Tetra Tech has

worked with the largest federal and state agencies on wide-ranging GIS projects, including the Department of Defense and the Federal Aviation Administration.

As part of Tetra Tech's debris monitoring services, Tetra Tech has utilized GIS to conduct more meaningful debris collection analysis. Tetra Tech operates with the goal to turn clients' data into knowledge to better manage disaster recovery, improve strategic planning, and facilitate decision making that maximizes efficiency.

Tetra Tech is also an expert in data collection, including various methods of aerial survey such as Light Detection and Ranging, land survey, and hydrographic survey. Tetra Tech develops web-based GIS systems which allow clients to view and share project information with multiple users through customized map interfaces. These tools save time and money by communicating information quickly and efficiently to aid in the decision-making process throughout the life of a project.

The best way to understand disaster debris removal data is to visualize it. Beyond charts and graphs, Tetra Tech is leading the industry in GIS technology integration and disaster debris monitoring operations. A sample report has been provided below.



Our ADMS technology is integrated with GIS features at every stage to provide a **real-time view into project operations**. With the *RecoveryTrac™* system, the State and its stakeholders gain constant access to webmaps and webapps that clearly capture project operations within the State's geographic bounds.

ADMS Contingencies

While other contractors may encounter challenges with ADMS and project technologies, Tetra Tech's *RecoveryTrac™* ADMS is designed to operate in harsh post-disaster conditions and has been battle-tested on hundreds of activations. Our technology suite is capable of operating without cellular service, GPS service, and grid power to provide service continuity no matter the scenario the State may encounter.



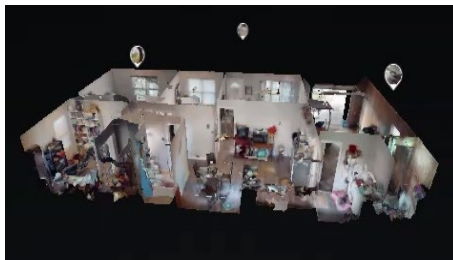
Inspections Powered by Matterport

Our approach is supported and enhanced with technologies specifically designed for damage assessments. Tetra Tech proposes Matterport as an integral part of our solution for the State. Matterport is a powerful 3D platform that transforms spaces into digital footprints for analysis, recordkeeping, and compliance monitoring. Tetra Tech will utilize Matterport for 3D asset leveraging, including live interactive digital scans of existing spaces to capture site footprints at the time of the inspection. The inspections will be identified by geographic location or by facility type to ensure that the right team is deployed at the right time. At the site inspection, our *RecoveryTrac™* platform will tag each location, obtain site specific photographs. The Matterport system:

- **Reduces time on-site** – drives field quality and efficiency through automation
- **Reducing need for travel costs** -Allows cost estimate of repairs to be performed remotely
- **Increases productivity** of field inspectors and cost estimators
- **Produces high quality visual data** - can be used for quality control reviews



Dollhouse View and In-Person Viewer



Additional Services

Our team offers services in all areas of security, disaster preparedness, and emergency response and recovery. Our additional service offerings include:

Emergency Management Consulting

Grant Administration and Disaster Recovery Management Services

Long-term Recovery Planning and Economic Development

Vulnerability/Hazard Identification/Risk Assessment Services

Environmental Services

COVID-19 Recovery Services

Our approach takes input from the community and applies best practices from across the nation. This approach is based on more than \$12 billion of disaster grant funding experience and decades of individual staff experience working within the State of Connecticut and across the U.S. to maximize reimbursement and obtain available disaster-related funding from federal funding sources, including the FEMA, FHWA, USACE, and the U.S. Department of Agriculture (USDA) NRCS. Our services are able to include:

- Program Design
- Technical Assistance
- Grant Identification
- Documentation Support
- Compliance
- Pre-Audit and Audit Support
- Eligibility assessments
- Financial Management
- Subrecipient Management
- Communications
- Reporting
- Executive Briefings
- Inter-Departmental Coordination

In addition, Tetra Tech offers the State the most comprehensive set of additional services of any firm in the emergency response industry. Included below is a summary of the services offered by Tetra Tech that may be needed in the event of a disaster response.

- Strategic planning/action planning
- Subrecipient grant management
- Program management
- Emergency response planning
- Emergency Operations Center (EOC) staff augmentation
- Call center, logistic, and communication support
- Field data collection and reporting (dashboards)
- Air quality evaluation and testing
- Construction management services
- Continuity of operations staffing for critical infrastructure

Access to Experts Across Disciplines

In addition to disaster recovery, Tetra Tech offers a diverse suite of solutions to complex problems in water, environment, infrastructure, resource management, energy, advanced data analytics, and more. In all, Tetra Tech has dedicated problem solvers and innovators from 60 disciplines collaborating on innovative projects worldwide.



Approach to Process Improvement

Tetra Tech is committed to continuously improving our processes so that our work exceeds requirements and expectations. We have an uncompromising commitment to providing our clients with quality technical products and services, while meeting the highest level of ethical standards and performance in our jobs. Our approach to process improvement is systematic and iterative, encompassing various stages to ensure ongoing enhancement of our organization and teams for the benefit of the State. An illustrative example of this process improvement is included on the following page.

We begin by **developing a comprehensive work plan template** that serves as a foundation for our debris monitoring activities. This template is based on industry best practices and regulatory requirements. It includes clear guidelines, procedures, and performance metrics to facilitate consistent and standardized execution. We keep abreast of the latest guidance, issues being debated, and current best practices through participation in expert groups, attendance in training and conference sessions, and working with national experts in emergency management, national security, information technology, public health, transportation, and critical infrastructure protection. Throughout the development of any process improvements, we apply our frontline knowledge of emergency response and recovery.

In the event of a disaster, we swiftly **assess the impact and compare it against the assumptions and parameters** outlined in our pre-disaster work plan template. This assessment helps us identify any deviations, discrepancies, or unforeseen challenges caused by the specific disaster. Based on the disaster impact assessment, we validate the assumptions made in the pre-disaster work plan. If necessary, we revise the work plan to address the specific requirements

and conditions resulting from the disaster. This allows us to create a tailored and responsive approach to the actual situation on the ground.

We implement the revised work plan, taking into account the updated parameters, resource allocation, and operational strategies. Our experienced teams are adept at adapting to changing circumstances and executing the plan efficiently. Throughout the project, we diligently **monitor the established performance metrics and key indicators** to track progress, identify potential bottlenecks, and assess compliance. If any deviations or non-compliance are detected, we initiate corrective measures promptly. We analyze our performance, integrate feedback from our clients, and incorporate lessons learned so that we may revise how we approach projects.

Once the project is successfully completed, we conduct a **thorough review and evaluation of overall performance**, comparing it against the initial objectives and desired outcomes. This evaluation enables us to gauge the effectiveness of our processes and identify areas for improvement. We value the importance of continuous learning and improvement.

We also engage in an in-depth after-action review with our clients and partners as needed. This collaborative discussion incorporates the lessons learned from the project and incorporates them into the revised work plan templates for future deployments. This **iterative feedback loop** ensures that we constantly evolve and enhance our processes.

✓ **Enhanced Efficiency**

We streamline our operations and eliminate inefficiencies to improve productivity, reduce turnaround times, and more effectively allocate resources. The State benefits from timely and efficient debris monitoring services, with a swift and comprehensive response to disaster events.

✓ **Scalable and Responsive Approach**

Our process improvement methodology enables us to adapt and tailor services to the specific requirements of each disaster. By validating assumptions, revising work plans, and incorporating disaster-specific factors, Tetra Tech's scalable approach is responsive to the unique challenges and conditions faced by the State.

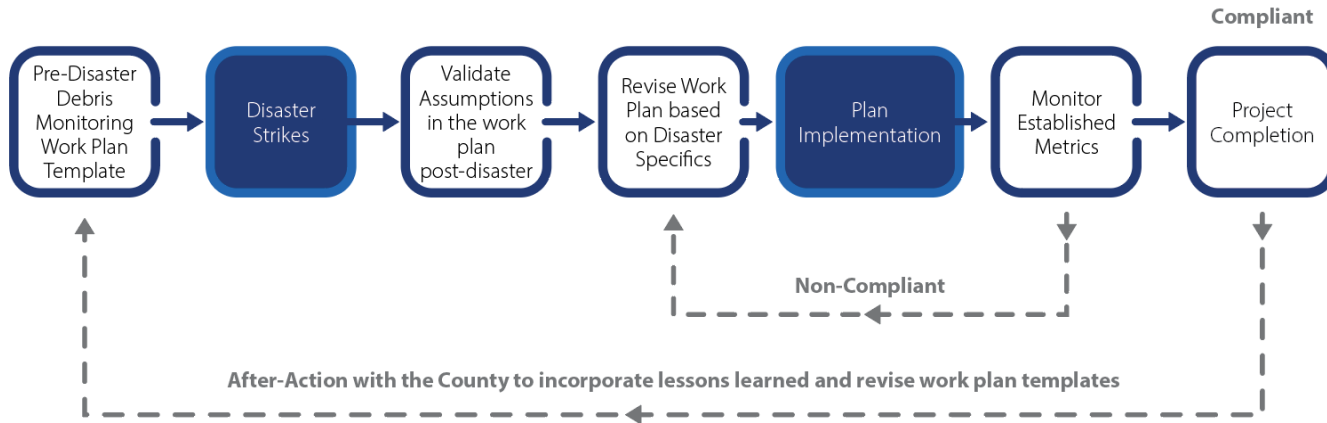
✓ **Compliance and Quality Assurance**

Through our rigorous monitoring processes, we guide compliance with regulations and contractual obligations. This focus on quality assurance guarantees that the State receives high-quality and reliable services that meet or exceed industry standards. It allows the State to maintain confidence in our capabilities and provides assurance that the debris monitoring process is conducted with utmost professionalism and adherence to guidelines.

✓ **Cost Savings**

Our optimized processes result in cost savings for the State. By streamlining operations, eliminating redundancies, and maximizing resource allocation, we enhance cost-effectiveness. Our ability to identify and address challenges promptly reduces the risk of delays, cost overruns, rework, and even federal grant deobligation.

Continuous Improvement Process



Tab E – Financial History

Tetra Tech is a stable company with annual operating revenue exceeding \$4.5 billion. Our size, diversity, and financial stability give us the capacity to undertake and successfully complete projects of all sizes and complexities with no financial risk to our clients.

Tetra Tech has nearly \$1 billion of liquidity available, allowing us to meet contractual obligations for disaster response operations regardless of funding flows or payment processing during large disasters. We have proven this in management of more than \$10 billion in federal funding across our more than 650 activations in response to over 100 declared disasters.

Our record of performance reflects a well-managed, growing, successful, and financially strong and stable company. In an era marked by significant economic upheaval, Tetra Tech has been able to sustain fiscal discipline, maintain a stable and diverse contract and client base, and provide high-quality, cost-effective services.

The significant global demand for our services has resulted in Tetra Tech achieving new all-time-high records in fiscal year 2022 for revenue, net revenue, earnings per share, and backlog. In fiscal year 2022, gross revenue was \$3.5 billion and net revenue increased to \$2.8 billion, up 9 percent and 11 percent, respectively from 2021. Our differentiated high-end services generated all-time-high operating income of \$340 million resulting in an Earnings Per Share of \$4.86, up 14 percent from last year. As of October 2022, Tetra Tech had \$185.1 million of cash and cash equivalents, as well as access to an additional \$784.3 million of borrowing available under our credit facilities, totaling in more than \$969 million available.

Tetra Tech has **more than \$969 million** available.

This allows us to meet contractual obligations, regardless of funding flows or payment processing during disaster activations.

Tetra Tech currently boasts annual revenues of more than \$4.5 billion and employs 27,000 personnel in 550 offices worldwide. We ended the year with an all-time-high backlog of \$3.74 billion, up 8 percent from the same time last year. While it was an exceptional year for orders, we finished the year with the highest bookings of orders in the history of the Company, exceeding \$1.3 billion just in the fourth quarter. During the year, we added more than \$5 billion in new contract capacity worldwide to address flood risk management, water and sanitation, dam safety, carbon mitigation, biodiversity, renewable energy, and a wide range of environmental data analytics solutions. Our strong, broad-based backlog provides us with extraordinary visibility and momentum.

Tetra Tech's Annual Report detailing all our services and financial disclosures is available electronically at our website. With currently booked backlog of more than \$3.74 billion and a Dun & Bradstreet rating of 5A2, our success is attributed to a strong work ethic combined with exceptional project management and in-house expertise. ***Tetra Tech has provided our most recent financial statement where requested in Form 9.7 – Statement of Proposers Qualifications.***

The City gains the **stability and resources** of a \$4.5 billion company.

\$185 million

Available Cash

\$784 million

Borrowings at our disposal

\$969 million

Total liquidity available

"Tetra Tech is grateful for the opportunity to renew our partnership with the City. We are supportive of this proposal from the highest levels of our organization. With nearly \$1 billion of liquidity available, we are confident that **Tetra Tech's financial capacity and stability exceed the potential financial demands of this contract.**"



– Steven Burdick,
Chief Financial Officer

Tab F – Proposed Fees As Completed On (Attachment 1) – Services Costs/Fees Proposal

Tetra Tech strives to provide our clients with quality services at reasonable, competitive hourly rates. The hourly rates provided on Attachment 1 include all costs associated with the position, including but not limited to applicable insurance, overhead and profit, travel, fuel, lodging, tolls, transportation and out-of-pocket expenses. We know that our clients will seek state and federal reimbursement for our debris monitoring services and as such we are cognizant that our hourly rates and fees for services provided must be fair and reasonable. On the following page, Tetra Tech has provided the Attachment 1 Services Costs/Fees Proposal Form.

(ATTACHMENT 1) SERVICES COSTS/FEES PROPOSAL**CITY OF PORT ORANGE****RFP #23-15****Disaster Debris Monitoring & Grant Consulting Services**

Completed (Attachment 1) Services Costs/Fees Proposal form **MUST** be included with Submittal. Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS: Tetra Tech, Inc.

CONTACT PERSON: Jonathan Burgiel

EMAIL ADDRESS: jdr.contracts@tetratech.com

AUTHORIZED

ITEM #	EMPLOYEE/SERVICE CATEGORY	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1	Project Management/On Site	100	\$ 65.00	\$ 6,500.00
2	Operations Manager/Administrator	50	\$ 65.00	\$ 3,250.00
3	Project Coordinators	150	\$ 34.00	\$ 5,100.00
4	Training and Exercise Coordinator	150	\$ 90.00	\$ 13,500.00
5	Data Manager	150	\$ 58.00	\$ 8,700.00
6	Field Collection Monitor/Supervisor	7,000	\$ 33.50	\$ 234,500.00
7	Debris Site/Tower Monitor	3,000	\$ 33.00	\$ 99,000.00
8	Crew Monitor ¹	300	\$ 0.00	\$ 0.00
9	Emergency Management Planner	150	\$ 130.00	\$ 19,500.00
10	Senior Grant Consultant	60	\$ 160.00	\$ 9,600.00
11	FEMA Reimbursement Specialist	100	\$ 95.00	\$ 9,500.00
12	Quality Control Manager/Invoice Analyst	150	\$ 45.00	\$ 6,750.00
13	Grant Management Consultant	50	\$ 120.00	\$ 6,000.00
14	GIS Analyst	100	\$ 50.00	\$ 5,000.00
15	Administrative Support Staff ²	300	\$ 0.00	\$ 0.00
16	On Site Supervisor	1,000	\$ 44.00	\$ 44,000.00
17	Site Supervisor or Area Supervisor ³	1,500	\$ 0.00	\$ 0.00
18	Attorney	25	\$ 190.00	\$ 4,750.00
19	Subject Matter Expert	25	\$ 125.00	\$ 3,125.00

TOTAL COST: \$ 478,775.00

Proposer may submit a schedule of additional positions, with corresponding hourly rates on the form below. Proposer must attach a job description for each additional position submitted.

THE FEES FOR ADDITIONAL POSITIONS ARE FOR FUTURE USE IF NECESSARY BY THE CITY. THEY WILL NOT BE A FACTOR IN THE EVALUATION OF COST.

The hourly rates shall include all costs associated with the position, including but not limited to applicable insurance, overhead and profit, travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

ITEM #	ADDITIONAL POSITION(S) IF REQUIRED	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1				
2				
3				
4				
5				
6				
7				
8				
9				

*Tetra Tech operates under National Incident Management System (NIMS) protocols which promote appropriate spans of control and levels of supervision. The City's rate schedule includes a greater number of supervisory and administrative positions than are generally required for Tetra Tech managed debris monitoring projects. For this reason, Tetra Tech will not need to utilize all of the supervisory and administrative positions listed on Attachment 1. Details are included in the footnotes below.

1 - The roles of the Crew Monitor Position position will be fulfilled by the Field Collection Monitor/Supervisor position.

2 - The roles of the Administrative Support Staff position will be fulfilled by the Project Coordinator position.

3 - The roles of the Site Supervisor or Area Supervisor position will be fulfilled by the On Site Supervisor position.

Electronic Copy

City of Port Orange, Florida
Request for Proposal No. 23-15
Disaster Debris Monitoring & Grant
Consulting Services

Due Date / Time: August 29, 2023 | 2:30 pm



thompson
CONSULTING SERVICES



August 29, 2023

City of Port Orange, City Clerk's Office
ATTN: Jill Poolman, Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129

RE: Request for Proposal No. 23-15 – Disaster Debris Monitoring & Grant Consulting Services | Statement of Interest

Dear Members of the Selection Committee,

Thompson Consulting Services, LLC (Thompson) is pleased to submit the enclosed proposal to provide the City of Port Orange (City) with disaster debris monitoring and grant consulting services. Thompson is a full-service emergency management planning, response, disaster recovery and grant management consultancy. Our consultants have over **75** years of combined experience in supporting local and state agencies in response to hurricanes, tornados, floods, ice storms, wildfires, earthquakes, rockslides, oil spills and other natural disasters. Our approach to providing disaster response, assessment, and recovery services maintains a primary focus on the efficient and effective utilization of resources while assisting our clients with navigating the funding channels of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) program as well as other post-disaster grant programs. We believe Thompson is best suited to assist the City with debris monitoring and grant consulting services for the following reasons which are expanded upon throughout our proposal response:

CITY OF PORT ORANGE & FLORIDA EXPERIENCE: Thompson has served as the City's disaster debris monitoring and grant consulting services provider since **2016**. Thompson was activated by the City to perform debris removal monitoring and grant consulting services following the impacts of Hurricane Ian in **2022**. Thompson documented the removal of over **297,600** cubic yards of debris and is currently assisting the City in seeking FEMA reimbursement. Our experience with the City means that Thompson understands the City's unique operational needs and the challenges the City may face prior to and following a future disaster.

Additionally, Thompson's consultants have responded to disaster incidents in the State of Florida since Hurricane Charlie in **2004**. Over the last ten years, Thompson has provided debris removal monitoring and grant consulting services to **82** Florida clients following Hurricane Matthew in **2016**, Hurricane Irma in **2017**, Hurricane Michael in **2018**, Hurricane Sally in **2020**, and Hurricane Ian in **2022**. We are well positioned to work closely with the City, the Florida Division of Emergency Management (FDEM), Florida Department of Transportation and the Florida Department of Environmental Quality to implement a compliant and efficient disaster debris removal monitoring program.

DELIVERY EFFICIENCY & AUTOMATED DEBRIS MANAGEMENT SYSTEM:

Thompson's debris removal monitoring experience includes the documentation of over **150** million cubic yards of debris. We have consistently demonstrated Thompson's delivery efficiency through the use of our automated debris management system (ADMS), the Thompson Data Management Suite (TDMS). TDMS is used to electronically capture data, such as employee credentialing,



TDMS provides
real-time
access to data

2601 Maitland Center Parkway
Maitland, Florida 32751
O: (407) 792-0018 | F: (407) 878-7858
www.thompsoncs.net

A THOMPSON HOLDINGS, INC. COMPANY

equipment barcoding, GPS coordinate, digital photography, etc. in the field and ensure accurate and timely reporting to the City. TDMS significantly reduces the quantity of hours required to perform equivalent services by competitors with “lower” hourly rates. TDMS has been routinely deployed on FEMA reimbursed projects and meets the process requirements for the U.S. Army Corps of Engineers (USACE) Advanced Contracting Initiative.

ABILITY & EXPERIENCE OF PROFESSIONAL PERSONNEL: Thompson’s consultants are amongst the most educated, qualified, and dynamic in the industry, having responded to some of the most devastating incidents to impact the United States. Thompson provides the City with professional engineers and consultants that have experience with developing programs to address any of the following disaster recovery programs that may be required following a disaster event:

- Right-of-way (ROW) debris removal
- Right-of-way leaning tree and hanging limb removal (leaner/hanger)
- Parks, beaches, and waterways cleanup
- Private property debris removal (PPDR)
- Right-of-entry (ROE) administration
- Demolition program management
- Vehicle/vessel recovery
- White goods removal and decommissioning

ABILITY TO QUICKLY RESPOND: Thompson has personnel and resources on stand-by should a debris generating incident occur. With **26** corporate and branch offices across the United States including a corporate office **located less than one (1) hour from the City** in Maitland, Florida, we will be able to deploy staff and resources within hours of receiving a notice to proceed. Thompson is set up to quickly adapt to the uncertain and changing needs of the City and understands that this ability to rapidly respond to the City is of paramount importance.

LOCAL PREFERENCE FOR HIRING MONITORS: It is Thompson’s intent to fill temporary debris monitoring positions with City of Port Orange residents in need of work. Thompson will provide qualified residents with safety training and job training with experienced debris monitoring supervisors. We will make sure that all local hires are thoroughly and properly trained prior to being deployed to monitor a debris removal crew. This effort will help residents participate in the City’s recovery efforts with a meaningful impact and earn a competitive hourly wage.



commitment
to local
hiring

COMMITMENT TO SAFETY & QUALITY: Thompson is the **only** debris monitoring firm that performs motor vehicle operating record reviews and as-needed drug screening for temporary employees. This practice results in a team of monitors that is both safe and committed to quality. In addition, Thompson deploys a quality assurance team to each of its projects to ensure that certain quality standards are being upheld, regardless of the operating conditions and climate.

Thompson has the experience and resources necessary to be responsive to the City’s disaster debris monitoring and grant consulting services needs following a disaster incident. We stand prepared to guide the City through the debris removal and recovery process while working with the FDEM and the FEMA Public Assistance program to achieve maximum disaster recovery cost reimbursement for the City. We would be honored to continue to serve as your disaster debris monitoring and grant consulting services provider and stand prepared to exceed the service expectations that the City has established.

Best regards,

THOMPSON CONSULTING SERVICES, LLC

Jon Hoyle, President

AUTHORIZED POINTS OF CONTACT & CUSTOMER CONTRACT MANAGERS:

Jon Hoyle, President
O: 407.792.0018 | C: 321.303.2543 | F: 407.878.7858
E-mail: jhoyle@thompsoncs.net

Nate Counsell, Executive Vice President
O: 407.792.0018 | C: 407.619.2781 | F: 407.878.7858
E-mail: ncounsell@thompsoncs.net

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City of Port Orange, Florida

Request for Proposal No. 23-15

Disaster Debris Monitoring & Grant Consulting Services

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¹ Thompson has provided our most recent two (2) years of audited financial statements under separate cover marked Confidential.

TAB A

Required Documents

Thompson has completed and included the following forms in the subsequent pages of this section:

- Form 9.1 Proposal Submittal Checklist
- Form 9.2 Proposer's Acknowledgement Form
- Form 9.3 Addendum & Change Order Procedure Acknowledgement Form
- Form 9.4 Drug Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Anti-Collusion Form
- Form 9.7 Statement of Qualifications
- Form 9.8 Professional References for Previous Experience
- Form 9.9 E-Verify Affidavit
- Form 9.10 Scrutinized Companies Certification
- Form 9.11 Debarment, Suspension and Other Responsibility Matters
- Form 9.12 Non-Disclosure of Confidential Materials
- Exhibit A – Description of Confidential Materials
- Appendix A, 44. C.F.R. Part 18 – Certification Regarding Lobbying
- Current Bonding Capacity Letter for Payment & Performance Bonds
- Certificate of Insurance
- State of Florida Certificate of Good Standing
- Sunbiz Certification

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- X Form 9.2 – Proposer’s Acknowledgement
- X Form 9.3 – Addendum and Change Order Procedure Acknowledgement
- X Form 9.4 – Drug Free Preference Statement
- X Form 9.5 – Public Entity Crimes Statement
- X Form 9.6 – Anti-Collusion Form
- X Form 9.7 – Statement of Qualifications
- X Form 9.8 – Professional References for Previous Experience
- X Form 9.9 – E-Verify Affidavit
- X Form 9.10 – Scrutinized Companies Certification
- X Form 9.11 – Debarment, Suspension and Other Responsibility Matters
- X Form 9.12 – Non-Disclosure Agreement for Confidential Materiel
- X Exhibit “A” – Description of Confidential Material
- X Form 9.13 – No Submittal Request Form
- X Appendix A, 44. C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
- X (Attachment 1) – Services Costs/Fees Proposal Form
- X Current Bonding Capacity Letter for 100% Performance & Payment Bond
- X Submission of one (1) original marked “ORIGINAL”, three (3) copies of the original and one (1) digital (USB flash drive) version in PDF format

BY: Thompson Consulting Services, LLC

Name of Business


Authorized Signature

8/23/23

Date

This document must be completed and returned with your Submittal

FORM 9.2 – PROPOSER'S ACKNOWLEDGEMENT FORM

(To be signed in the presence of a notary public or other authorized to administer oaths.)

I have carefully examined the Request for Proposal (RFP), Instructions to Proposers, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFP at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to one-hundred-twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the RFP.

I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Proposer/Contractor as its act and deed and that the Proposer/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

Thompson Consulting Services, LLC

Name of Business

[Signature]

Authorized Signature

Jon Hoyle, President

Printed Name and Title

45-2015453

Federal Identification No.

2601 Maitland Center Parkway

Mailing Address

Maitland, Florida 32751

City, State & Zip Code

407-792-0018

Telephone Number

info@thompsoncs.net

E-mail Address

STATE OF: Florida COUNTY OF: Orange

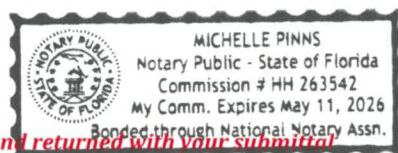
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

23rd day of August, 2023, by Jon Hoyle and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your submittal

FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

(To be signed in the presence of a notary public or other authorized to administer oaths.)

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum# 1 Date: 8/24/23 Addendum# _____ Date: _____

Addendum# _____ Date: _____ Addendum# _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Consultant for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Consultant receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding all published Addenda and Change Order procedures:

Thompson Consulting Services, LLC

Name of Business



Authorized Signature

Jon Hoyle, President

Printed Name and Title

STATE OF: Florida COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

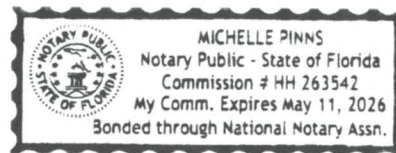
24th day of August, 2023, by Jon Hoyle and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.



Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

(To be signed in the presence of a notary public or other authorized to administer oaths.)

IDENTICAL TIE PROPOSALS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied proposers have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under a proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Thompson Consulting Services, LLC

Name of Business

[Signature]

Authorized Signature

Jon Hoyle, President

Printed Name and Title

STATE OF: Florida COUNTY OF: Orange

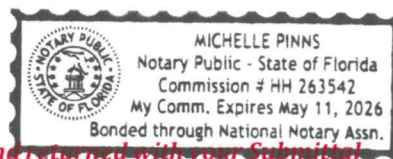
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of August, 2023, by Jon Hoyle and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

[Signature]

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

**FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES
UNDER SECTION 287.133(3)(A), FLORIDA STATUTES**

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Jon Hoyle, who, being by me first duly sworn, made the following statement:

1. The business address of Thompson Consulting Services, LLC (name of Offeror or business) is 2601 Maitland Center Parkway, Maitland, FL 32751.
2. My relationship to Thompson Consulting Services, LLC (name of Offeror or business) is President
(relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is.~~
A copy of the order of the Division Administrative Hearing is attached.

(Draw a line through paragraph 7 if paragraph 6 above applies)

Thompson Consulting Services, LLC

Name of Business

[Signature]
Authorized Signature

Jon Hoyle, President

Printed Name and Title

STATE OF: Florida

COUNTY OF: Orange

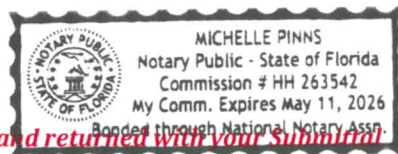
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of August, 2023, by Jon Hoyle and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

[Signature]

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your Submittal

FORM 9.6 – ANTI-COLLUSION FORM

By signing this form, the Proposer agrees that this proposal is made without any other understanding, agreement or connection with any person, corporation or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned proposals will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSER AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Thompson Consulting Services, LLC

SIGNED BY: _____



(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Jon Hoyle

TITLE: President

ADDRESS: 2601 Maitland Center Parkway

CITY, STATE AND ZIP CODE: Maitland, Florida 32751

TELEPHONE: 407-792-0018

F.E.I.N.: 45-2015453

This document must be completed and returned with your Submittal

FORM 9.7 STATEMENT OF PROPOSER'S QUALIFICATIONS

(To be signed in the presence of a notary public or other authorized to administer oaths.)

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

- A. Name of Proposer: Thompson Consulting Services, LLC
- B. Permanent main office address: 2601 Maitland Center Parkway, Maitland, FL 32751
- C. Date organized: 4/25/11
- D. If a corporation, where incorporated: Delaware
- E. How many years have you been engaged in the business under your present firm or trade name? 11
- F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL** Please see attached Section B for required information.
- G. General character of work performed by your company: Debris Removal Monitoring & FEMA PA
- H. Have you ever failed to complete any work awarded to you? If so, where and why? No
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL** Please see attached Section B for more detailed information.
- K. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- L. Experience in work similar to this type of project: Thompson has over 12 years of experience related to this work.
Please see attached Section B for more detailed information.
- M. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL** See attached Section C
- N. Credit currently available: \$ 16,000,000
- O. Give bank name, contact name and phone number: Trustmark National Bank, Barry M. Steiner, 251-431-7839
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☒ Yes ☐ No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising the Statement of Proposer's Qualifications.

Thompson Consulting Services, LLC

Name of Business



Authorized Signature

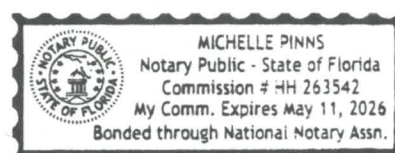
Jon Hoyle, President

Printed Name and Title

STATE OF: FloridaCOUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of August, 2023, by Jon Hoyle and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of FloridaPrinted, typed or stamped name, commission and expiration: ***This document must be completed and returned with your Submittal***

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Proposer submits that they are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange.)**

1. Company Name: City of Fort Lauderdale, Florida
Contact Person: Melissa Doyle - Program Manager
City, State: City of Fort Lauderdale, Florida
Telephone Number: 954-828-6111
Email Address: mdoyle@fortlauderdale.gov
Description of goods/services provided: Hurricane Irma Debris Removal Monitoring & FEMA PA
Contract Amount: \$ 1,200,000
Start/End Date of Contract: September 2017 - December 2017 & April 2020 - Present
2. Company Name: City of Daytona Beach, Florida
Contact Person: David Waller, Deputy Public Works Director
City, State: City of Daytona Beach, Florida
Telephone Number: 386-671-8681
Email Address: wallerdavid@codb.us
Description of goods/services provided: Hurricane Debris Removal Monitoring & FEMA PA
Contract Amount: \$ 1,400,000
Start/End Date of Contract: 2016, 2017, 2022
3. Company Name: City of Fort Myers, Florida
Contact Person: Nicole Monahan, P.E., City Engineer - Public Works
City, State: City of Fort Myers, Florida
Telephone Number: 239-321-7459
Email Address: nmonahan@cityftmyers.com
Description of goods/services provided: Hurricanes Irma & Ian Disaster Debris Removal Monitoring
Contract Amount: \$ 1,650,000
Start/End Date of Contract: September - December 2017 & October 2022- March 2023

This document must be completed and returned with your Submittal.

(Form 9.8 – Professional References for Previous Experience Page 2)

**LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST**

The Proposer proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided services equal or similar to those required under the City's contract as outlined in this proposal package. A minimum of three (3) projects shall be listed below in order to submit a proposal on this contract. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: Melissa Doyle

Phone: 954-828-6111

Current Client: ☒ Yes ☐ No

Number of years of service provided: 4

Description of service: Thompson provided Disaster Debris Removal, PPDR following Hurricanes Irma and Ian with a total of 460,000 CY of debris removed. Thompson also provided FEMA PA following COVID-19.

2. Contact Name: David Waller

Phone: 386-671-8681

Current Client: ☐ Yes ☒ No

Number of years of service provided: 3

Description of service: Thompson provided Disaster Debris Removal and FEMA PA for the city after Hurricanes Matthew, Irma, and Ian with a total of 790,000 CY of debris removed.

3. Contact Name: Nicole Monahan, P.E.

Phone: 239-321-7459

Current Client: ☐ Yes ☒ No

Number of years of service provided: 2

Description of service: Thompson provided Disaster Debris Removal Monitoring for the City after Hurricanes Irma in 2017 and Ian in 2022 with a total of 973,000 CY of debris removed.

This document must be completed and returned with your Submittal

FORM 9.9 - E-VERIFY AFFIDAVIT

(To be signed in the presence of a notary public or other authorized to administer oaths.)



CITY OF PORT ORANGE
CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Solicitation Name: Disaster Debris Monitoring & Grant Consulting Services

Solicitation Number: RFP #23-15

I, the undersigned hereby certify that Thompson Consulting Services, LLC (insert contractor company name) does not employ, contract with or sub-contract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of Thompson Consulting Services, LLC (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company referenced herein and I will comply with all applicable E-Verify requirements.

Jon Hoyle, President

Print or Type Name, Title


Signature of Affiant

45-2015453

Federal Employer ID Number (FEIN)

1111126

E-Verify Number

STATE OF FLORIDA

COUNTY OF: Orange

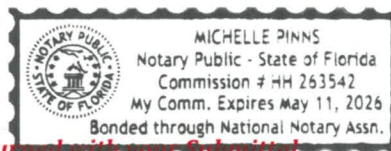
The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 23rd day of August, 2023, by Jon Hoyle and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.



Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



This document to be completed and returned with your Submittal

Company ID Number: 1111126

Approved by:

Employer Thompson Consulting Services, LLC	
Name (Please Type or Print) Ryan Kelley	Title
Signature Electronically Signed	Date 07/18/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/18/2016

Company ID Number: 1111126

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Thompson Consulting Services, LLC
Company Facility Address	1135 Townpark Avenue Suite 2101 Lake Mary, FL 32746
Company Alternate Address	
County or Parish	SEMINOLE
Employer Identification Number	452015453
North American Industry Classification Systems Code	541
Parent Company	Thompson Holdings, Inc.
Number of Employees	10 to 19
Number of Sites Verified for	1

FORM 9.10 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, Jon Hoyle, President, on behalf
(Print Name and Title)

of Thompson Consulting Services, LLC ("Company"), certify that Thompson Consulting Services, LLC
(Company Name) (Company Name)
does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

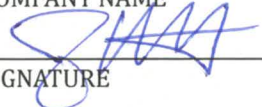
Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Thompson Consulting Services, LLC

COMPANY NAME



SIGNATURE

Jon Hoyle

PRINT NAME

President

TITLE

STATE OF FLORIDA

COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 23rd day of August, 2023, by Jon Hoyle and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Michelle Pinns Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



This document to be completed and returned with your Submittal

FORM 9.11 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

MATTERS

(To be completed by Prime Contractor)

PRIMARY COVERED TRANSACTIONS

1. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
2. The Contractor hereby certifies that the Contractor is complying with the requirements in Section 1 above. Further, the Contractor verifies that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
3. The Contractor further certifies to the best of its knowledge and belief that it and its principals and affiliates:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (2)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
4. Where the Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach and explanation to this.
5. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



Signature of Contractor's Authorized Official

Date 8/23/23

Jon Hoyle, President

Name and Title of Contractor's Authorized Official

This document must be completed and returned with your Submittal

FORM 9.12 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# 23-15 - Financial Statement Submittal

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST FOR PROPOSAL TO DETERMINE IF THIS APPLIES.

Proposer: Thompson Consulting Services, LLC

Address: 2601 Maitland Center Parkway, Maitland, FL 32751

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above-named Proposer (hereinafter the ("Proposer"). The City and the Proposer are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Proposer asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Proposer.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Proposer agree as follows:

1. Confidential Materials. The Proposer warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Proposer may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
 - a. Information already known or independently developed by the City;
 - b. Information in the public domain through no wrongful act of the City;
 - c. Information received by the City from a third party who was legally free to disclose it;
 - d. Information disclosed by the Proposer to a third party without restriction on disclosure;
 - e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
 - f. Information that is disclosed with the prior written consent of the Proposer, but only to the extent permitted by such consent.

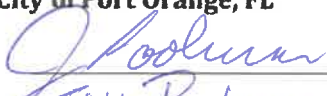
4. Non-Disclosure by Proposer. In the event the City discloses confidential or trade secret information to Proposer, the Proposer agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Proposer, or at any time upon request of the City, Proposer agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Proposer understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Proposer to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Proposer further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Proposer. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Proposer shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Proposer designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

The City of Port Orange, Florida
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.
12. Proposer and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

BY: 
NAME: Jill Poolman
TITLE: Purchasing Manager
DATE: 8-29-23

Proposer

BY: 
NAME: Jon Hoyle
TITLE: President
DATE: 8/23/23

ATTEST:

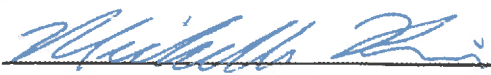
BY: 
NAME: Michelle Pinns
TITLE: Marketing Assistant
DATE: 8/23/23

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

Confidential material includes Financial Statement submitted under separate cover.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Thompson Consulting Services, LLC

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jon Hoyle, President

Name & Title of Contractor's Authorized Official

Date: **8/23/23**



Nashville Branch Office
22 Century Blvd., Suite 250, Nashville, TN 37214

Bailey Gordon
Underwriter
Telephone 615-886-3157
bailey.gordon@cnaSurety.com

August 29, 2023

City of Port Orange
1000 City Center Circle
Port Orange, FL. 32129

Re: RFP #23-15 for Disaster Debris Monitoring & Grant Consulting Services

To Whom It May Concern:

We are writing you at the request of our customer Thompson Consulting Services (Thompson). It is our understanding that Thompson is interested in responding to the above captioned RFP.

CNA, through our subsidiary Western Surety Company, provides surety credit to Thompson. The company's financial strength and consulting expertise are both outstanding, as is their history of successful project completion. Single project bonding capacity is in excess of \$10MM with total bonding capacity in excess of \$20MM. If Thompson is awarded work under the RFP, it would be our current intention to provide bonding as needed based on a mutually satisfactory contract.

Western Surety Company is authorized to do business in the State of Florida with an AM Best rating of A XIV.

Any arrangement for bonds required by the contract is a matter between Thompson and the surety and we assume no liability to you or third parties, if for any reason we do not execute these bonds.

Please feel free to contact me with any questions you may have in regard to this letter.

Very truly yours,

A handwritten signature in black ink that reads "Bailey Gordon". The signature is written in a cursive, flowing style.

Bailey Gordon
Underwriter
Nashville



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2023

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Cadence Insurance (Formerly BXS Insurance) 760 Howard Avenue, 2nd floor Biloxi MS 39530	CONTACT NAME: Patty Savage PHONE (A/C, No, Ext): 8002770856 E-MAIL: patty.savage@cadenceinsurance.com FAX (A/C, No): 228-863-1957
INSURED Thompson Consulting Services, LLC 2601 Maitland Center Parkway Maitland FL 32751	THOMINC-03 INSURER(S) AFFORDING COVERAGE INSURER A : Scottsdale Insurance Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 41297

COVERAGES

CERTIFICATE NUMBER: 1140384161

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			VRS0006382	1/1/2023	2/1/2024	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab Contractors Pollution Liability			VRS0006382	1/1/2023	2/1/2024	Per Claim/Agg \$5 mil/\$10 mil Per Claim/Agg \$5 mil/\$10 mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Coverage

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2023

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Abby Foster	
	PHONE (A/C, No, Ext): (334) 386-3609	FAX (A/C, No): (334) 244-0350
	E-MAIL ADDRESS: afoster@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Zurich American Insurance Co.	
INSURED Thompson Consulting Services, LLC 2601 Maitland Center Parkway Maitland, FL 32751	NAIC # 16535	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
A	AUTOMOBILE LIABILITY			BAP 3534779	1/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 3534777	1/1/2023	2/1/2024	☒ PER STATUTE ☐ OTH-ER \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N ☒ N / A						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
For information purposes only	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

State of Florida

Department of State

I certify from the records of this office that THOMPSON CONSULTING SERVICES, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on May 5, 2011.

The document number of this limited liability company is M11000002276.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on March 4, 2022, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-eighth day of June,
2022*



A handwritten signature in black ink, appearing to be "J. B. Scott", written over a horizontal line.

Secretary of State

Tracking Number: 5916122056CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
THOMPSON CONSULTING SERVICES, LLC

Cross Reference Name

THOMPSON CONSULTING SERVICES, LLC

Filing Information

Document Number	M11000002276
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Principal Address

2601 Maitland Center Pkwy
Maitland, FL 32751

Changed: 04/19/2021

Mailing Address

2601 Maitland Center Pkwy
Maitland, FL 32751

Changed: 04/19/2021

Registered Agent Name & Address

VCORP SERVICES, LLC
1200 S PINE ISLAND ROAD
PLANTATION, FL 33324

Address Changed: 01/20/2022

Authorized Person(s) Detail

Name & Address

Title Manager

COUNSELL, NATHANIEL
2601 Maitland Center Parkway
Maitland, FL 32751

Title Manager

HOYLE, JON
2601 Maitland Center Parkway
Maitland, FL 32751

Title Manager

MANNING, MICHAEL
2970 COTTAGE HILL ROAD
Suite 190
MOBILE, AL 36606

Title Manager

BAKER, JOHN, III
2970 COTTAGE HILL ROAD
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Title Manager

BROWN, CHAD
2970 Cottage Hill Road
Suite 190
Mobile, AL 36606

Annual Reports

Report Year	Filed Date
2021	04/19/2021
2022	03/04/2022
2023	04/19/2023

Document Images

04/19/2023 -- ANNUAL REPORT	View image in PDF format
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04/10/2013 -- ANNUAL REPORT	View image in PDF format
04/05/2012 -- ANNUAL REPORT	View image in PDF format
01/20/2012 -- Dropping Alternate Name	View image in PDF format
05/05/2011 -- Foreign Limited	View image in PDF format

TAB B

Qualifications & Experience of Consultant

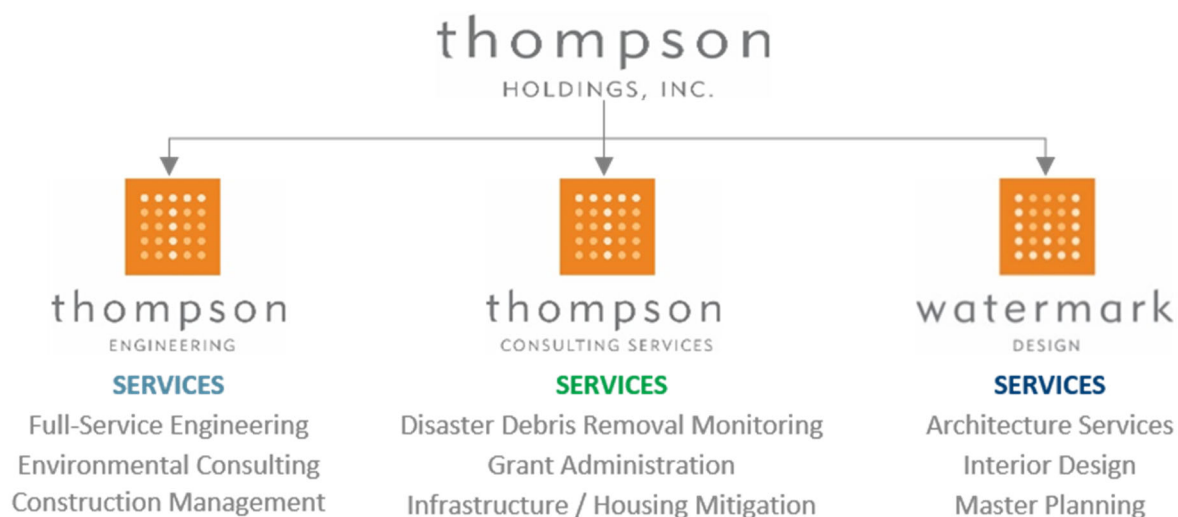
Firm Overview

Thompson Consulting Services, LLC is a full-service emergency response, disaster recovery and grant management consultancy, organized as a subsidiary of Thompson Holdings, Inc. (Thompson) which also includes our affiliate companies Thompson Engineering and Watermark Design Group. What began as a small company doing basic soils and materials testing in Mobile, Alabama has since grown into a national corporation with **26** corporate and branch offices throughout the southeastern United States. Our ongoing success, strong growth, consistent project delivery and commitment to **100%** client satisfaction can be traced back to when our founder, Vester J. Thompson, established the high standards that lay the foundation of our work ethic. These standards are still upheld today and summarized as follows:

- Excellence in workmanship
- Innovative solutions
- Timely, responsive service
- Cost effectiveness

As a **100%** employee-owned company with more than **400** personnel spanning the consulting, engineering and architecture disciplines, commitment to these standards ensures a universal threshold for project quality. Our staff has a **vested interest** in providing safe, quality driven, successful projects that are completed on time and within budget.

The corporate organizational chart below graphically depicts the relationship between the Thompson Family of Companies and provides a brief summary of each company's service offerings. Thompson Consulting Services will serve as the contracting entity for the services requested by the City of Port Orange, Florida (City).



Years of Experience

Thompson was founded in **1953** and has been providing disaster debris monitoring and program management services since **1979** following Hurricane Frederic. Since then, our organization has supported various local, state, and federal entities, including the United States Army Corps of Engineers (USACE), throughout the Nation respond to and recover from a variety of natural disasters. In **2011**, Thompson Consulting Services, LLC was formed to focus solely on disaster preparedness, response and recovery service offerings and brings over **70** years of experience to the City through our family of companies and personnel.

Office Locations

With **26** corporate and satellite offices scattered throughout the Southeast United States, Thompson has the resources and capabilities to support the City's disaster debris monitoring and grant consulting needs. The City's contract will be serviced from Thompson's corporate office in Maitland, Florida which is **less than one (1) hour** from the City. In addition, Thompson is experienced and capable of establishing a field office within the City should the need arise.

Thompson has provided our full list of office locations below.

- Atlanta, Georgia
- Baton Rouge, Louisiana
- Chattanooga, Tennessee
- Clarksville, Tennessee
- Daphne, Alabama
- Dothan, Alabama
- Evergreen, Alabama
- Harriman, Tennessee
- Helena, Alabama
- Houston, Texas
- Jackson, Mississippi
- Kenner, Louisiana
- Knoxville, Tennessee
- Lake Charles, Louisiana
- Maitland, Florida
- Metairie, Louisiana
- Millington, Tennessee
- Mobile, Alabama
- Moss Point, Mississippi
- Orange, Texas
- Pelham, Alabama
- Pensacola, Florida
- Raleigh, North Carolina
- Richland, Mississippi
- Savannah, Georgia
- Troy, Alabama

FIRM DATA SUMMARY

FIRM NAME

Thompson Consulting Services, LLC

ADDRESS

2601 Maitland Center Parkway
Maitland, Florida 32751

PHONE | FAX

407-792-0018 | 407-878-7858

WEBSITE

www.thompsoncs.net

EMAIL

info@thompsoncs.net

YEAR ESTABLISHED

2011

STATE OF FORMATION

Delaware

FEDERAL ID NO.

45-2015453

DUNS / SAM NO. | CAGE CODE

968677158 | 7NZ42

E-VERIFY ID

1111126

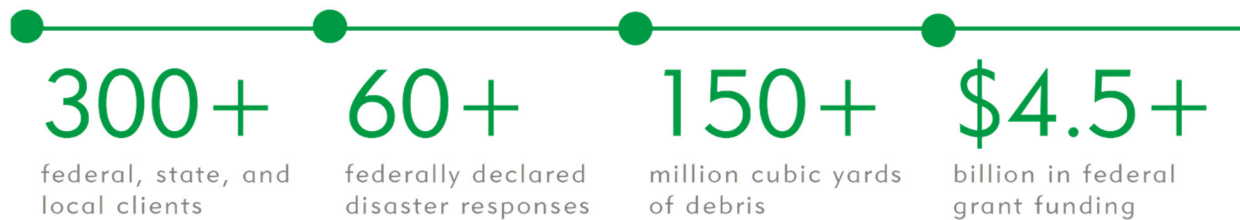
OFFICERS

Jon Hoyle, President
Nate Counsell, Executive VP
John H. Baker, III, BOM
Chad Brown, BOM
Michael Manning, BOM

Disaster Response Experience

Thompson has provided disaster response and recovery services to over **300** federal, state, and local government entities in planning for and responding to a variety of disaster incidents, such as hurricanes, tornados, floods, ice storms, wildfires, earthquakes, oil spills and other natural disasters. Our emergency response and disaster recovery consultants have over **75** years of combined experience and have responded to some of the most devastating incidents to impact the United States in the last two decades. This work has resulted in the documentation of over **150** million cubic yards of debris and our clients successfully applying for and retaining more than **\$4.5** billion of federal grant funding for debris removal.

Our approach to providing disaster response and recovery services to the City maintains a primary focus on the efficient and effective utilization of available resources while assisting the City in navigating the funding and compliance channels of the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.



Thompson's consultants have performed debris monitoring and grant administration services for over **60** Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) reimbursable federally declared disasters and emergencies. A summary of our experience over the last decade is provided in the table below, and a comprehensive staff experience matrix has been provided as Exhibit B-1 following this section.

Table B-1: Funding Administered by Disaster

Disaster	Year	Grant Funds Administered	Disaster	Year	Grant Funds Administered
New Mexico Wildfires (FEMA DR-4652)	2022	TBD	Hurricane Sandy (FEMA DR-4085-4086)	2012	\$250,000,000
Hurricane Ian (FEMA DR-4673)	2022	TBD	Hurricane Isaac (FEMA DR-4080-4081)	2012	\$2,000,000
KY Severe Storms (FEMA DR-4630)	2021	TBD	Indiana Tornados (FEMA DR-4058)	2012	\$2,500,000
Hurricane Ida (FEMA DR-4611)	2021	TBD	Hurricane Irene (FEMA DR-4024)	2011	\$4,500,000
Hurricane Zeta (FEMA DR-4576)	2020	\$23,000,000	Alabama Tornados (FEMA DR-1971)	2011	\$25,000,000
Hurricane Sally (FEMA DR-4563,4564)	2020	\$180,000,000	Iowa Flooding (FEMA DR-1763)	2010	\$1,640,325
Hurricane Laura (FEMA DR-4559)	2020	\$48,000,000	MA Snow Storm (FEMA DR-1813)	2009	\$896,475
Hurricane Dorian (FEMA DR-4465)	2019	\$5,000,000	Hurricane Ike (FEMA DR-1791)	2008	\$445,504,160
Hurricane Michael (FEMA DR-4399, 4400)	2018	\$40,000,000	Hurricane Gustav (FEMA DR-1786)	2008	\$19,374,540
Hurricane Florence (FEMA DR-4393, 4394)	2018	\$12,000,000	Hurricane Dolly (FEMA DR-1780)	2008	\$17,241,000
Hurricane Maria (FEMA DR-4339)	2017	TBD	Missouri Ice Storm (FEMA DR-1676)	2007	\$31,523,000
Hurricane Irma (FEMA DR-4337, 4338)	2017	\$100,000,000	New York Winter Storm (FEMA DR-1665)	2006	\$20,700,000
Hurricane Harvey (FEMA DR-4332)	2017	\$20,000,000	Hurricane Wilma (FEMA DR-1609)	2005	\$214,491,000
Hurricane Matthew (FEMA DR-4283-86)	2016	\$100,000,000	Hurricane Rita (FEMA DR 1606)	2005	\$96,000,000
Louisiana Severe Flooding (FEMA DR-4277)	2015	\$65,000,000	Hurricane Katrina (FEMA DR 1602-1604)	2005	\$914,304,040
SC Severe Flooding (FEMA DR-4241)	2015	\$35,000,000	Hurricane Ivan (FEMA DR-1551)	2004	\$243,332,500
Winter Storm Pandora (FEMA DR-4211)	2015	\$750,000	Hurricane Frances (FEMA DR-1545)	2004	\$5,000,000
Winter Storm Pax (FEMA DR-4166)	2014	\$200,000,000	Hurricane Charley (FEMA DR-1539)	2004	\$97,085,850

Thompson's clients benefit from our long and consistent history in providing disaster response and recovery services through the incorporation of program management best practices gained over the years and understanding of current federal disaster recovery guidelines and procedures.

State of Florida Experience

Thompson's consultants have responded to disaster incidents in the State of Florida since Hurricane Charlie in [2004](#). Recently, Thompson has provided debris removal monitoring and grant consulting services to Florida clients following Hurricane Matthew in [2016](#), Hurricane Irma in [2017](#), Hurricane Michael in [2018](#), Hurricane Sally in [2020](#), and Hurricane Ian in [2022](#).

Since [2010](#), Thompson has responded to [5](#) federally declared disaster incidents in the State of Florida and supported [82](#) local and state clients in monitoring and documenting nearly [32](#) million cubic yards of disaster debris. We are well positioned to work closely with the City, the Florida Division of Emergency Management (FDEM), Florida Department of Transportation and the Florida Department of Environmental Quality to implement a compliant and efficient disaster debris removal monitoring program.



Past Performance

Prior Experience with the City of Port Orange

Thompson has served as a stand-by debris removal monitoring services provider for the City since [2016](#) and has maintained operational readiness in the event that the City is in need of our services. Thompson has previously been activated by the City to perform debris monitoring services following Hurricane Ian in [2022](#).

Following the devastating impacts of Hurricane Ian, Thompson was able to deploy resources and personnel immediately in order to begin debris removal monitoring operations following a notice to proceed from the City. Thompson monitored and documented the removal of over [297,600](#) cubic yards of debris as well as approximately [100](#) hazardous and hanging limbs, trees, and stumps completing operations in just over 90 days. Additionally, Thompson is currently providing grant management services to assist the City in seeking FEMA reimbursement.

Thompson understands the unique challenges the City may face in the event of a future disaster and has working knowledge of the City's infrastructure and potential programs. We are prepared to continue to provide disaster debris removal monitoring services to the City and strive to continually meet the service expectations the City has established.

Prior Similar Experience

The following select project examples highlight our experience and capabilities performing similar services to the scope of work requested by the City and include several recent examples that demonstrate our experience and ability to guide local governments to meet the FEMA Public Assistance Program eligibility requirements for debris removal and monitoring.

In addition, many of these projects provide evidence of our ability to perform damage assessment, right-of-way monitoring, hazardous leaner/hanger removal, private property debris removal (PPDR), disposal site monitoring, solid and hazardous waste management, and FEMA reimbursement.

Lee County, Florida

Oct. 2022 – Present / Sept. 2017 – March 2018

Disaster Debris Removal Monitoring

Debris Quantity: 5,744,000 CY / 2,319,784 CY

2022 Hurricane Ian: Hurricane Ian was one of the deadliest hurricanes to impact the State of Florida and caused widespread flooding and extensive damage. Lee County was greatly impacted due to storm surge and high winds causing large amounts of debris and infrastructure damage. Thompson was once again called upon by the County to provide debris removal monitoring and recovery services and was able to respond immediately. Thus far, Thompson has substantiated the removal of over 5.7 million cubic yards of debris from the County. Additionally, Thompson has monitored the removal of over 43,450 hazardous limbs and trees throughout the County. Operations are ongoing.

2017 Hurricane Irma: As Lee County braced for the potential impact of Hurricane Irma, the strongest Atlantic basin hurricane ever recorded, they activated Thompson's contract for debris removal monitoring services, and Thompson prepared to deploy a response team to the County immediately following the passage of Hurricane Irma. Hurricane Irma made a secondary U.S. landfall just South of Lee County, however still passed through the County as a strong devastating storm. Hurricane Irma left property damage, flooding from rainfall, and downed trees and power lines throughout the County.

Thompson began operations immediately upon receiving a notice to proceed and working closely with the County's debris removal contractor to quickly begin debris removal operations. Thompson monitored the removal of over 2 million cubic yards of debris from County ROW, and performed special debris removal programs including commercial, parks, and utilities ROW removal monitoring. Thompson also monitored the removal of over 70,000 hazardous limbs, and 4,000 trees throughout the County. In addition, Thompson substantiated the removal of nearly 10,000 CY of vegetation from County waterways.

City of Daytona Beach, Florida

2016, 2017, 2022

Debris Removal Monitoring & FEMA Grant Management Support

Debris Quantity: 790,000 CY

2022 Hurricane Ian: Thompson was activated by the City of Daytona Beach (City) to provide disaster debris monitoring services following the impacts of Hurricane Ian. The City suffered from extensive wind damage and storm-surge impacting sea walls. Thompson was able to mobilize immediately deploying personnel and equipment to begin debris removal operations including right-of-way debris removal and the removal of hazardous leaning trees and hanging limbs. Throughout project operations, Thompson monitored the removal of over 343,000 cubic yards of debris and 3,450 hazardous trees and limbs from the City.



2017 Hurricane Irma: Following Hurricane Irma, the City once again activated Thompson to provide disaster debris removal monitoring and FEMA PA services. Thompson immediately began coordinating with the City's debris removal contractor to determine crew configurations and onboarding local residents for debris removal monitor positions. Thompson monitored and documented the removal of over 117,077 cubic yards of debris, completing operations in less than three months.

2016 Hurricane Matthew: Thompson assisted the City with their debris removal operations and FEMA PA activities following the devastating impacts of Hurricane Matthew. Thompson immediately responded to the City following the passing of Hurricane Matthew to begin on-boarding and training local residents as debris removal monitors. Over all, Thompson monitored, documented, and substantiated reimbursement for the removal of 330,000 cubic yards of debris. In addition, Thompson has assisted the City with the identification of eligible projects, provided FEMA policy and process guidance, and continues to provide hands-on support to

prepare and review documentation and FEMA project worksheets. Thompson's FEMA PA consultants have a seven-year history of performance with the City.

DDMP Update: In 2015 the City Public Works Department contracted Thompson to assist in updating their existing Disaster Debris Management Plan to meet current FEMA guidelines. The updated DDMP defines debris management roles and responsibilities and policies and procedures the City will refer to following a debris generating incident. Thompson also conducted validity assessments of the City's pre-identified temporary debris management site locations.

City-Parish of East Baton Rouge, Louisiana

2016, 2019, 2021

Debris Removal Monitoring & PPDR

Debris Quantity: 35,000 / 1,800,000 CY / 922,000 CY

2021 Hurricane Ida: Most recently, Thompson's stand-by debris monitoring contract was activated following the devastating effects of Hurricane Ida. The City-Parish suffered widespread damage to due destructive winds and severe flooding. Thompson was able to respond immediately, mobilizing personnel and resources to the City-Parish. Thompson oversaw the collection and disposal of over 922,000 cubic yards of vegetative and demolition debris.

2019 Hurricane Barry: Following Hurricane Barry in 2019, the City-Parish activated Thompson to assist in monitoring and documenting debris removal efforts. Thompson immediately mobilized to the Parish and began implementing debris removal monitoring operations. In just two weeks, Thompson substantiated nearly 35,000 cubic yards of debris and assisted the Parish in a swift and efficient recovery operation.

2016 Severe Flooding: In August 2016 prolonged severe storms caused massive flooding throughout the City-Parish of East Baton Rouge, Louisiana leaving over 60,000 homes damaged or destroyed. As the flood waters subsided the City-Parish activated their debris removal hauler and monitor, Thompson, to assist in the monumental effort of managing the removal of debris generated from the thousands of flooded homes. Thompson oversaw the collection of more than 1.9 million cubic yards of constructing and demolition (C&D) debris throughout the City-Parish.

In addition, Thompson worked closely with the City-Parish and the debris removal hauler to design and implement a comprehensive Private Property Debris Removal Program for extended ROW collection. Thompson canvassed neighborhoods, distributed right-of-entry forms, and staffed multiple libraries and community centers to assist homeowners. Once ownership of the property was verified, Thompson logged the record into TDMS and provided the debris removal contractor with a list and map of properties approved for PPDR. Over 1,450 right-of-entry forms were collected, validated and processed for extended collection.



City of Fort Myers, Florida

Oct. 2022 – Mar. 2023 / Sept. – Dec. 2017

Disaster Debris Removal Monitoring

Debris Quantity: 973,000 CY

2022 Hurricane Ian: Thompson has maintained a stand-by debris monitoring services contract with the City of Fort Myers since 2017. Since then, Thompson has supported the City in preparedness efforts and maintained operational readiness in the event of a federally declared disaster or activation.

Thompson assisted the City with their debris removal operations following the impacts of Hurricane Ian. Thompson was able to immediately respond to the City following a notice to proceed and began training local residents as debris removal monitors. Overall, Thompson monitored, documented, and substantiated reimbursement for the removal of 640,000 cubic yards of debris and over 7,300 hazardous limbs and trees.

2017 Hurricane Irma: Following the devastating impacts of Hurricane Irma, the City activated Thompson to perform debris removal monitoring services. Thompson deployed resources and staff immediately to begin debris removal operations as quickly as possible. Thompson monitored the removal of over 332,000 cubic yards of debris and 3,136 hazardous limbs and trees from the City completing operations in under 90 days.

Escambia County, Florida

Sept. 2020 – Mar. 2021

Hurricane Sally Debris Removal Monitoring

Debris Quantity: 4,400,000 CY

2020 Hurricane Sally: Thompson has maintained a stand-by debris monitoring services contract with Escambia County since 2018. Since then, Thompson has supported the County in planning and preparedness efforts through the update of the County's Debris Management Plan in 2019 and assistance in developing scope of work materials for the County's debris hauler procurement.

Thompson assisted Escambia County with their debris removal operations and FEMA PA activities following the impacts of Hurricane Sally. Thompson immediately responded to the County following the passing of Hurricane Sally to begin on-boarding and training local residents as debris removal monitors. Concurrently, Thompson's management team was present at the County's EOC and worked with the County to perform damage assessments and develop detailed debris and budget estimates, formalize a disaster specific collection and disposal plan including the selection and permitting for temporary debris management sites county-wide, and solicit final pricing from the County's pre-qualified debris management contractors for evaluation and award.

The County selected three (3) debris management contractors and operations were divided among three separate zones. All equipment was certified, and debris removal tracked and reported using Thompson's Automated Debris Management System, the Thompson Data Management Suite (TDMS). TDMS allowed the County access to real-time reporting, live mapping and a variety of program and budget management tools through the Client Portal. Overall, Thompson monitored, documented, and substantiated reimbursement for the removal of 4.4M cubic yards of debris and 86,948 hazardous limbs and trees.

City of Mobile, Alabama

Sept. 2020 – Jan. 2021

Hurricane Sally Debris Removal Monitoring

Debris Quantity: 660,000 CY

2020 Hurricane Sally: Thompson was activated by the City following the passage of Hurricane Sally, the first hurricane to make landfall in the State of Alabama since 2004. The storm caused structural damage and severe flooding that produced large amounts of construction, demolition, and vegetative debris. Thompson monitored and substantiated the removal of over 660,000 cubic yards of debris from the City.

As the City of Mobile is known for its historic oak trees that line the main thoroughfares, special debris removal measures were imperative to protect this aspect of the City's heritage. Thompson devoted considerable efforts and took measures to work hand-in-hand with the City arborist to ensure maximum preservation of historic trees, while trimming or removing limbs deemed hazardous according to FEMA guidelines.

City of Fort Lauderdale, Florida

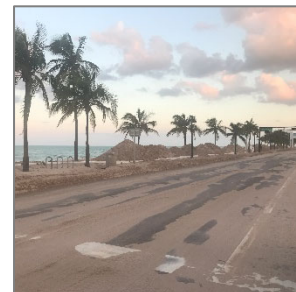
Sept. – Dec. 2017 / Apr. 2020 – Present

Hurricane Irma Debris Removal Monitoring / PPDR

Debris Quantity: 460,000 CY

Thompson has maintained a stand-by debris monitoring contract with the City of Fort Lauderdale (City) for over five years prior to being activated following Hurricane Irma in September of 2017. During that time, Thompson performed annual debris training and disaster response process reviews with the City in order to maintain a high level of operational readiness should our debris monitoring team ever be needed to respond.

2020 COVID-19: Thompson is currently supporting the City of Fort Lauderdale with its recovery of grant funds to support the City's COVID-19 pandemic response efforts. This includes Category B costs related to the City's labor, equipment, and material use for pandemic response costs as well as the establishment of temporary non-congregate shelters. Thompson has maintained an active knowledge of the disaster-specific guidance issued by FEMA for the COVID-19 declarations and continues to support the City as FEMA mobilizes to begin administering its PA program. Additionally, Thompson is coordinating with the City to identify its expenditures and potential grant funding



opportunities, such as those available through the US Department of Health and Human Services (HHS) and the Center for Disease Control (CDC).

2017 Hurricane Irma: In advance of Hurricane Irma, the City activated Thompson's contract, and Thompson deployed a response team to the City immediately following passage of Hurricane Irma. Thompson began debris operations immediately with over 75 field staff ready due to our pre-deployment of resources. Thompson monitored the removal of over 460,000 cubic yards of vegetative, construction and demolition debris, as well as the removal of hazardous limbs from 12,000 trees and the complete removal of over 400 hazardous leaning trees. Thompson also worked closely with the City and its stakeholders to obtain approval for, and implement a FEMA approved private property debris removal program that has resulted in the removal of debris from private property and gated communities.

Furthermore, high wind and storm surge displaced nearly 60,000 cubic yards of beach sand onto A1A, City sidewalks, City parking lots, and other facilities including picnic areas and volleyball courts. The sand on A1A was pushed back to the beach entrances and onto the sidewalks during the emergency push, leaving massive 10-foot piles of sand covering the iconic Fort Lauderdale Beach wave wall. Within hours of a notice to proceed, Thompson began coordinating with the City, County, FDEP and FEMA to begin emergency sand recovery and screening to remove the large piles and return the sand to the beach. Thompson coordinated with the Contractor to ensure project completion within an expedited debris removal schedule that allowed the City to quickly recover from the costly environmental and economic impacts of Hurricane Irma.

Kentucky Transportation Cabinet Aug. 2022 – Present / May 2021 – Nov. 2021

Debris Removal Monitoring

Debris Quantity: 332,000 TN / 111,000 CY / 250,000 TN

2022 Severe Storms & Flooding: Following severe storms in August, the Commonwealth suffered extreme flooding, landslides and mudslides producing large quantities of vegetative and construction debris. Thompson was able to respond to the KYTC immediately and mobilized personnel and equipment resources to begin debris removal monitoring operations. Thus far, Thompson has substantiated the removal of over 332,000 tons of debris from the Commonwealth.

2021 Severe Winter Storms: In early 2021, the Commonwealth of Kentucky was affected by severe winter storms which generated widespread amounts of debris across multiple counties. The KYTC activated its stand-by Master Services Agreement (MSA) with Thompson to monitor debris removal operations. The MSA serves all twelve (12) highway districts within the Commonwealth, and Thompson was tasked with providing services in sixteen (16) counties across four (4) affected districts.

Thompson implemented our ICS response structure to respond immediately by mobilizing equipment and staff, including approximately 81 temporary debris monitors to begin monitoring all debris removal efforts. Each district had unique operational needs, some requiring distinctive substantiation and reporting by separate pieces of contractor equipment and hours logged operating this equipment. Thompson was able to work hand-in-hand with the district to provide these unique reporting parameters ensuring successful and efficient debris removal efforts. Throughout all counties, Thompson monitored the removal of over 2,100 hazardous leaning/hanging limbs and trees, and over 111,000 cubic yards and 250,000 tons of vegetative debris.



City of Deland, Florida

2016, 2017, 2022

Debris Removal Monitoring & FEMA PA Support

Debris Quantity: 213,300 CY

2022 Hurricane Ian: Thompson was activated by the City to provide disaster debris monitoring services following the impacts of Hurricane Ian. The City suffered from wind damage and extensive flooding from increased rainfall. Thompson was able to mobilize immediately deploying personnel and equipment to begin debris removal operations including right-of-way debris removal and the removal of hazardous leaning trees

and hanging limbs. Throughout project operations, Thompson monitored the removal of approximately 60,000 cubic yards of debris and over 640 hazardous trees and limbs from the City.

2017 Hurricane Irma: Following Hurricane Irma, the City activated Thompson's stand-by disaster debris removal monitoring contract, and Thompson immediately began coordinating with the City and onboarding local residents for debris removal monitor positions. Thompson monitored and documented the removal of over 112,850 cubic yards of debris, as well as the removal of hazardous limbs from 1,900 trees completing operations in less than four months.

2016 Hurricane Matthew: Thompson assisted the City with their debris removal operations and FEMA PA activities following the devastating impacts of Hurricane Matthew. Thompson immediately responded to the City to begin on-boarding and training local residents as debris removal monitors. Overall, Thompson monitored, documented, and substantiated reimbursement for the removal of 44,000 cubic yards of debris and 177 hazardous tree limbs in under 45 days.

Hillsborough County, Florida

Oct. 2022 – Feb. 2023

Hurricane Ian Debris Removal Monitoring

Debris Quantity: 669,650 CY

Thompson has maintained a stand-by debris monitoring contract with the County since 2020 before being activated following Hurricane Ian in September of 2022. During that time, Thompson maintained a high level of operational readiness should our debris monitoring team ever be needed to respond.

2022 Hurricane Ian: Hurricane Ian was one of the deadliest hurricanes to impact the State of Florida and caused widespread flooding and extensive damage. Hillsborough County was impacted due to tornadoes and high winds causing large amounts of debris and infrastructure damage. Thompson was called upon by the County to provide debris removal monitoring and recovery services and was able to respond immediately. Overall, Thompson substantiated the removal of over 669,650 cubic yards of debris from the County. Additionally, Thompson has monitored the removal of over 300 hazardous limbs and trees throughout the County.

Experience & Knowledge of Federal, State & Local Emergency Management

Our recent disaster recovery and debris monitoring experience in Florida, Georgia, Texas, South Carolina, Virginia, Louisiana, Mississippi, and Alabama demonstrates Thompson's ability to comply with application requirements of the FEMA Public Assistance Program and Policy Guide (PAPPG) for Debris Removal as well as other guidance documents and eligibility requirements issued by FEMA. Thompson closely monitors changes to FEMA policy and guidance so that we can make the appropriate changes to our own practices and procedures in order to best protect the clients we serve. For instance, our team is thoroughly versed and ready to implement the PAPPG which incorporates and supersedes language from other PA Program publications including FEMA 325, 327 and the 9500 Series.

Thompson's consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Although the guidance listed below is not exhaustive in nature, it is a sample of specific material which may shape the City's recovery. Our consultants understand the material contained in these documents and will use this to aid in the recovery and reimbursement of all eligible debris and other related project costs in conjunction with local regulations and existing agreements. Thompson's goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement through compliance with all applicable federal, state and local regulations.

- Local/state government debris management plan/standard operating procedures

- Local/state government purchasing guidelines and manuals
- Local government code of ordinances
- Local memorandums of understanding or mutual aid agreements
- FEMA Public Assistance Program and Policy Guide (FEMA PAPPG)
- FEMA Damage Assessment Operations Manual (April 5, 2016)
- OMB Circular A-87 – Cost Principles for State, Local and Indian Tribal Governments
- OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations
- 44 CFR Part 13 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

Thompson's approach to providing disaster debris monitoring services begins with the desired outcome at the forefront of what we do: document debris removal in a manner to ensure maximum grant reimbursement to our clients.

Reimbursement Process & Qualifications

Through past experience and lessons learned, we have been able to develop a fine-tuned and tested approach to efficiently and effectively meet or exceed the FEMA compliance regulation standards for maximum reimbursement to our clients. When dealing with disaster recovery and compliance with FEMA and other federal agency regulations, not many things can take the place of first-hand experience. Our debris monitoring and reimbursement procedures, tools and training methods are the results of a unique blend of theoretical and applied implementation strategies on real recovery projects. The City receives the benefits of past client successes which have been retained and included in our program knowledge base. By the same token, we have been able to actively morph our tools based on the ever-changing environment of debris monitoring and reimbursement assistance.

Thompson's clients benefit from our long and consistent history in providing disaster response and recovery services through the incorporation of program management best practices gained over the years and understanding of current federal disaster recovery guidelines and procedures. We have a comprehensive understanding of how agencies at the federal, state, and local levels coordinate during a recovery operation.

4.5+
billion in federal
grant funding

Thompson's approach to providing disaster debris monitoring services begins with the desired outcome at the forefront of what we do: document debris removal in a manner to ensure maximum grant reimbursement to our clients. We will exercise judgment and expertise making every effort to limit services to those that will provide maximum reimbursement. Thompson encourages transparency with clients at every stage of the recovery process and will notify the City if at any time services provided may be ineligible for reimbursement.

Thompson's proposed team has assisted some of the largest government agencies recently impacted by natural disasters to recover and retain FEMA Public Assistance grant funding for debris removal, force account operations and complex infrastructure repair, replacement, and mitigation projects. While

many firms can offer experience and personnel in certain aspects of the City's needs, Thompson provides professional consultants and engineers to deliver expertise in a variety of grant programs and tasks.

Through past experience and lessons learned, we have been able to develop a fine-tuned and tested approach to efficiently and effectively meet or exceed the FEMA compliance regulation standards for maximum reimbursement to our clients. When dealing with disaster recovery and compliance with FEMA and other federal agency regulations, not many things can take the place of first-hand experience. Our debris monitoring and reimbursement procedures, tools and training methods are the results of a unique blend of theoretical and applied implementation strategies on real recovery projects. The City receives the benefits of past client successes which have been retained and included in our program knowledge base. By the same token, we have been able to actively morph our tools based on the ever-changing environment of debris monitoring and reimbursement assistance.

FEMA Performance Record

Thompson is proud to have a **100%** success rate with adhering to FEMA Public Assistance regulations. Thompson does not have any closed, active, or pending FEMA disputes, audits, or lawsuits. In addition, Thompson is not aware of any denials for eligible service/work items performed for our clients.

Thompson will assist the City on an as-needed basis throughout the audit process to help ensure the City recovers funding for all eligible work.

References

The following references attest to the versatility of Thompson and the capabilities that we maintain in debris removal monitoring and disaster related services. We believe the highest praise a consultancy can receive is that of a recommendation from a previous or current client.

City of Fort Lauderdale	Sept. – Dec. 2017 / Apr. 2020 - Present
Disaster Debris Removal Monitoring, PPDR & FEMA PA	Debris Quantity: 460,000 CY
Melissa Doyle, Program Mgr. – Solid Waste and Recycling	700 NW 19 th Avenue
954-828-6111 mdoyle@fortlauderdale.gov	Fort Lauderdale, FL 33311

City of Daytona Beach	2016, 2017, 2022
Disaster Debris Removal Monitoring & FEMA PA	Debris Quantity: 790,000 CY
David Waller, Deputy Public Works Director	950 Bellevue Avenue
386-671-8681 wallerdavid@codb.us	Daytona Beach, FL 32115

City of Fort Myers	Sept. – Dec. 2017 / Oct. 2022 – Mar. 2023
Disaster Debris Removal Monitoring	Debris Quantity: 973,000 CY
Nicole Monahan, P.E., City Engineer – Public Works	2200 Second Street
239-321-7459 nmonahan@cityftmyers.com	Fort Myers, FL 33901

Simultaneous Contract Activations / Managerial Capabilities

Thompson can deploy resources quickly and efficiently in disaster situations across the country and following major disaster events that require simultaneous multi- state, region, and local level contract activations.

We recognize that each disaster situation is going to be different. Although we will always be able to leverage our extensive experience and capabilities, we will also have to be prepared to draw on resources intelligently, prioritize efficiently, and act decisively when facing new challenges. In order to do this, Thompson promotes a collaborative working relationship with our clients and their debris removal contractors. The following table summarizes Thompson’s response to recent major disaster events requiring simultaneous contract activations.

Table B-2: Major Disaster Events and Simultaneous Contract Activations

Disaster Event	Contract Activations
2022 Hurricane Ian	30
2021 Hurricane Ida	10
2020 Hurricanes Laura, Sally, and Zeta	17
2018 Hurricane Michael	6
2017 Hurricanes Harvey, Irma, and Maria	54
2016 Hurricane Matthew	27

Recent disaster incidents, including Hurricanes Florence and Michael in 2018, Hurricanes Harvey, Irma, and Maria in 2017 and Hurricane Matthew in 2016 have tested and enhanced Thompson’s managerial capabilities, especially in the State of Florida. These disaster incidents have resulted in regional, nearly state-wide, and multi-state response operations. Hurricanes Michael and Florence made landfall within one month of each other and required simultaneous disaster response operations for nine (9) clients in North and South Carolina and six (6) clients in Florida and Georgia. Following Hurricane Irma, Thompson was activated by, and successfully responded to 47 clients within the State of Florida, including Lee County, Volusia County, and the Solid Waste Authority of Palm Beach County, some of the hardest hit and largest debris removal missions throughout the State. In 2016 when a massive flooding event devastated the greater Baton Rouge area of Louisiana and Hurricane Matthew struck the Atlantic Seaboard of the United States, Thompson was simultaneously activated by twenty-five (25) county and city governments in Louisiana, Florida, Georgia, South Carolina, North Carolina, and Virginia. At peak times following Hurricane Irma in Florida alone, Thompson had deployed over 1,600 field staff, and nearly 1,200 pieces of ADMS equipment. Through these recent events Thompson worked closely with our clients and many different debris removal companies to work through the following challenges:

Logistic Considerations: When addressing a multi-state disaster response such as Hurricane Matthew, Thompson’s debris removal monitoring assignments were extended over a large area including south central Louisiana and spanning nine hundred (900) miles along the Atlantic coast from Palm Beach County, FL to Norfolk, Virginia. To address client specific field personnel and equipment needs, Thompson implemented several operational hubs in six (6) states with logistical support to all projects.

Large Scale ADMS Deployment to Monitor All Types of Debris Collection: Thompson’s ADMS deployment following Hurricanes Harvey, Irma, and Maria in 2017 was one of the largest simultaneous ADMS deployments in history, with over 1,300 units deployed to over 55 work locations. Thompson’s

ADMS units were configured to monitor the collection of nearly 15 million cubic yards of disaster related debris. Thompson's ADMS system was configured to monitor the removal of vegetative, construction and demolition (C&D), white goods, household hazardous waste, animal carcasses, sand, waterway, and private property debris removal.

Staffing Execution Plan: Thompson maintains a professional recruiting and staffing department in-house so that we can respond quickly and efficiently to surge staffing demands. We maintain a network of over 1,000 potential field monitors on call to supplement monitors sourced locally. When tasked with ramping up quickly, efficiently, and simultaneously over a six (6) state area following Hurricane Matthew, Thompson relied on dedicated resources that owned the ramp-up process. We did not, and do not currently, rely on any third-party staffing firms that do not understand the disaster business. This was critical to our success with the Hurricanes Matthew, Irma and Michael mobilizations.

Thompson is extremely proud of our response time record and our ability to deploy resources quickly and efficiently in disaster situations across the country. As an example of our staffing abilities, we have summarized our response times to previous disasters and resources deployed in the following table.

Table B-3: Previous Response Times and Resources Deployed

Disaster	Year	Number of Clients	Response Time	Field Staff Hired
Hurricane Ian (FEMA DR-4673)	2022	30	Within 12-24 hours of NTP	2,538
New Mexico Wildfires (FEMA DR-4652)	2022	1	Within 12-24 hours of NTP	125
Kentucky Severe Winter Storm (FEMA DR-4592)	2021	1	Within 48 hours of NTP	529
Hurricane Ida (FEMA DR-4611)	2021	13	Within 12-24 hours of NTP	2,900
Hurricane Sally (FEMA DR-4563,4564)	2020	10	Within 12-24 hours of NTP	1,425
Hurricane Dorian (FEMA DR-4465)	2019	2	Within 24 hours of NTP	160
Hurricane Michael (FEMA DR-4399, 4400)	2018	13	24 hours prior to NTP	1,300
Hurricane Florence (FEMA DR-4393, 4394)	2018	13	48 hours prior to NTP	989
Hurricane Maria (FEMA DR-4339)	2017	1	Within 24 hours of NTP	1,200
Hurricane Irma (FEMA DR-4337, 4338)	2017	47	Within 12-24 hours of NTP	1,600
Hurricane Harvey (FEMA DR-4332)	2017	6	Within 12 hours of NTP	200
Hurricane Matthew (FEMA DR-4283-86)	2016	17	48 hours prior to NTP	600
Louisiana Severe Flooding (FEMA DR-4277)	2016	2	24 hours prior to NTP	440
South Carolina Severe Flooding (FEMA DR-4241)	2015	1	Within 48 hours of NTP	55
Winter Storm Pax (FEMA DR-4166)	2014	6	Within 48 hours of NTP	475



EXHIBIT B-1: STAFF EXPERIENCE MATRIX

STAFF EXPERIENCE MATRIX

Thompson Consulting Services

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
HURRICANE IAN 2022 – 2023																
EVENT TOTAL CUBIC YARDS – 11,479,698																
Altamonte Springs, FL	4673	20,613	◆		◆		◆						◆			
Apopka, FL	4673	77,316	◆		◆	◆	◆	◆					◆			
Bonita Springs, FL	4673	247,116	◆		◆		◆	◆					◆			
Casselberry, FL	4673	21,225	◆		◆		◆	◆					◆			
Clewiston, FL	4673	8,022	◆		◆		◆						◆			
Cocoa, FL	4673	3,005	◆		◆		◆						◆			
Daytona Beach, FL	4673	342,909	◆		◆		◆	◆					◆			
DeBary, FL	4673	57,507	◆		◆		◆						◆			
Deland, FL	4673	55,929	◆		◆		◆	◆					◆			
Desoto County, FL	4673	569,372	◆		◆	◆	◆	◆					◆			
Ft. Myers, FL	4673	641,023	◆		◆		◆	◆					◆			
Ft. Myers Beach, FL	4673	756,295	◆		◆		◆	◆		◆		◆	◆			
Hendry County, FL	4673	41,132	◆		◆		◆						◆			
Hillsborough County, FL	4673	669,652	◆		◆	◆	◆	◆					◆			
Kissimmee, FL	4673	19,823	◆		◆		◆	◆					◆			
LaBelle, FL	4673	13,697	◆		◆		◆						◆			
Lakeland, FL	4673	117,102	◆		◆	◆	◆	◆					◆			
Lee County FL Schools	4673	30,023	◆		◆		◆	◆					◆			
Lee County, FL	4673	5,743,776	◆		◆	◆	◆	◆		◆		◆	◆			
Ocoee, FL	4673	37,377	◆		◆	◆	◆	◆				◆	◆			◆
Orlando, FL	4673	82,079	◆		◆		◆					◆	◆			
Ormond Beach, FL	4673	123,441	◆		◆		◆					◆	◆			◆
Oviedo, FL	4673	33,706	◆		◆		◆	◆				◆	◆			
Port Orange, FL	4673	297,678	◆		◆		◆	◆					◆			◆
Sanibel, FL	4673	1,457,258	◆		◆		◆	◆		◆			◆			
Wellington, FL	4673	3,387	◆		◆		◆						◆			
Winter Garden, FL	4673	9,235	◆		◆		◆						◆			
NEW MEXICO WILDFIRES 2022-2023																
EVENT TOTAL TONNAGE – 49,552																
NM Department of Transportation	4652	49,552	◆		◆		◆	◆	◆		◆	◆	◆	◆	◆	◆
KENTUCKY SEVERE STORMS & FLOODING 2022-2023																
EVENT TOTAL TONNAGE – 331,818																
KY Transportation Cabinet	4663	331,818	◆				◆	◆				◆	◆			
KENTUCKY SEVERE STORMS & FLOODING 2021-2022																
EVENT TOTAL CUBIC YARDS – 542,050																
USACE DRC	4630	433,857			◆		◆	◆					◆			
Mayfield, KY	4630	108,193			◆		◆	◆			◆	◆	◆	◆		

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
HURRICANE IDA 2021 – 2022																
EVENT TOTAL CUBIC YARDS – 11,760,000																
Ascension Parish, LA	4611	469,000	◆		◆		◆	◆				◆	◆			
City of Denham Springs, LA	4611	71,000	◆	◆	◆		◆	◆					◆			◆
City-Parish of East Baton Rouge, LA	4611	922,000	◆		◆		◆						◆			
Jefferson Parish, LA	4611	1,621,600	◆	◆	◆	◆	◆	◆			◆	◆	◆	◆		
LA Department of Transportation	4611	2,038,000	◆		◆		◆	◆					◆			
Livingston Parish, LA	4611	1,324,000	◆		◆		◆	◆					◆	◆		
Town of Sorrento, LA	4611	9,400	◆		◆		◆						◆			
St. Tammany Parish, LA	4611	2,530,000	◆		◆		◆	◆					◆			
Terrebonne Parish, LA	4611	2,775,000	◆	◆	◆	◆	◆	◆			◆	◆	◆	◆	◆	
SEVERE STORMS & FLOODING																
EVENT TOTAL CUBIC YARDS – 42,800																
City-Parish of East Baton Rouge, LA	4606	42,500	◆		◆		◆						◆			
Ascension Parish, LA	4606	300	◆		◆		◆						◆			
SEVERE WINTER STORM 2021																
EVENT TOTAL CUBIC YARDS – 153,000																
KY Transportation Cabinet	4592	153,000	◆		◆		◆						◆			
SEVERE WINTER STORM 2021																
EVENT TOTAL CUBIC YARDS – 64,000																
City-Parish East Baton Rouge, LA	4590	64,000	◆		◆		◆						◆			
SEVERE WINTER STORM 2021																
EVENT TOTAL CUBIC YARDS – 79,400																
City of Corpus Christi, TX	4586	75,000	◆		◆		◆						◆			
City of Pearland, TX	4586	4,400	◆		◆		◆						◆			
HURRICANE ZETA 2020																
EVENT TOTAL CUBIC YARDS – 1,473,700																
Jefferson Parish, LA	4577	143,000	◆		◆		◆						◆			
Terrebonne Parish, LA	4577	12,000	◆		◆		◆						◆			
City of Gautier, MS	4576	7,700	◆		◆		◆						◆			
Jackson County, MS	4576	438,000	◆		◆		◆						◆			
City of Long Beach, MS	4576	112,000	◆		◆		◆	◆					◆			
City of Pascagoula, MS	4576	42,000	◆		◆		◆						◆			
Clarke County, AL	4573	243,000	◆		◆		◆	◆					◆			
City of Mobile, AL	4573	261,400	◆		◆	◆	◆	◆					◆			
Mobile County, AL	4573	263,000	◆		◆		◆	◆		◆			◆			
Washington County, AL	4573	213,000	◆		◆		◆	◆					◆			
SEVERE WINTER STORM 2020																
EVENT TOTAL CUBIC YARDS – 477,000																
City of Norman, OK	4575	477,000	◆		◆		◆						◆			
HURRICANE DELTA 2020																
EVENT TOTAL CUBIC YARDS – 77,221																
City-Parish East Baton Rouge, LA	4570	77,221	◆		◆		◆						◆			
HURRICANE SALLY 2020																

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
EVENT TOTAL CUBIC YARDS – 9,456,677																
Escambia County, FL	4564	4,427,522	◆		◆	◆	◆	◆					◆	◆		◆
City of Gulf Breeze, FL	4564	98,600	◆		◆		◆	◆					◆			
AL Dept. of Transportation	4563	2,451,641	◆		◆		◆	◆					◆			
City of Gulf Shores, AL	4563	656,203	◆		◆	◆	◆	◆		◆			◆			
City of Mobile, AL	4563	408,450	◆		◆	◆	◆	◆		◆			◆			
Mobile County, AL	4563	270,400	◆		◆		◆	◆		◆			◆			
City of Orange Beach, AL	4563	644,782	◆		◆	◆	◆	◆				◆	◆			◆
City of Spanish Fort, AL	4563	95,162	◆		◆		◆	◆					◆			
HURRICANE LAURA 2020																
EVENT TOTAL CUBIC YARDS – 2,415,052																
Grant Parish, LA	4559	1,186,807	◆		◆		◆	◆					◆			◆
Jefferson Davis Parish, LA	4559	215,825	◆		◆		◆	◆					◆			
City of Jennings, LA	4559	54,600	◆		◆		◆	◆					◆			
LA Dept. of Transportation	4559	139,000	◆		◆		◆						◆			
City of Natchitoches, LA	4559	31,600	◆		◆		◆						◆			
City of Pineville, LA	4559	36,700	◆		◆		◆						◆			
Vernon Parish, LA	4559	726,831	◆		◆		◆	◆					◆			
Winn Parish, LA	4559	148,789	◆		◆		◆	◆					◆			◆
MIDWEST DERECHO 2020																
EVENT TOTAL CUBIC YARDS – 426,440																
IA Dept. of Homeland Security and EM	4557	406,000	◆				◆						◆			
City of Bertram, IA	4557	20,440	◆		◆		◆						◆			
HURRICANE ISAIAS 2020																
EVENT TOTAL CUBIC YARDS – 2,400																
New Hanover County, NC	4568	2,400	◆		◆		◆						◆			
TROPICAL STORM IMELDA 2019																
EVENT TOTAL CUBIC YARDS – 3,755																
City of Beaumont, TX	4466	3,850	◆		◆		◆						◆			
City of Liberty, TX	4466	3,755	◆		◆		◆						◆			
HURRICANE DORIAN 2019																
EVENT TOTAL CUBIC YARDS – 186,600																
Currituck County, NC	4465	31,200	◆		◆		◆	◆					◆			
Dare County, NC	4465	155,400	◆		◆		◆	◆					◆			
HURRICANE BARRY 2019																
EVENT TOTAL CUBIC YARDS – 87,359																
Terrebonne Parish, LA	4458	50,790	◆		◆		◆						◆			
City-Parish East Baton Rouge, LA	4458	36,569	◆		◆		◆						◆			
HURRICANE MICHAEL 2018 – 2019																
EVENT TOTAL CUBIC YARDS – 4,392,415																
Leon County, FL	4399	1,043,757	◆		◆		◆	◆					◆			
City of Tallahassee, FL	4399	427,650	◆		◆		◆	◆					◆			
Gadsden County, FL	4399	1,524,442	◆		◆	◆	◆	◆					◆			
Jackson County, FL	4399	499,627	◆		◆	◆	◆	◆			◆		◆			

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
Tyndall Air Force Base, FL	4399	57,466					◆						◆			
Georgia Department of Transportation	4400	184,527	◆		◆		◆						◆			
Thomas County, GA	4400	45,031	◆		◆		◆	◆					◆			
HURRICANE FLORENCE 2018 – 2019																
EVENT TOTAL CUBIC YARDS – TBD																
Town of Bogue, NC	4393	8,915	◆		◆		◆						◆			
Carteret County, NC	4393	1,507,059	◆		◆	◆	◆						◆			
Cumberland County, NC	4393	1,319	◆		◆		◆						◆			
City of Jacksonville, NC	4393	269,383	◆		◆		◆	◆					◆			
Dept. of Transportation, NC	4393	14,153	◆		◆		◆	◆					◆			
Town of Swansboro, NC	4393	30,816	◆		◆		◆	◆					◆			
HURRICANE MARIA 2017 – 2019																
EVENT TOTAL CUBIC YARDS – 460,000																
Dept. of Transportation, PR	4339	1,275,612	◆		◆		◆	◆					◆			
HURRICANE IRMA 2017 – 2018																
EVENT TOTAL CUBIC YARDS – 12,000,000																
City of Altamonte Springs, FL	4337	68,144	◆		◆		◆	◆					◆			
City of Bonita Springs, FL	4337	536,487	◆		◆	◆	◆	◆					◆			
City of Casselberry, FL	4337	31,317	◆		◆		◆	◆					◆			
Citrus County, FL	4337	173,920	◆		◆		◆						◆			
Hendry County, FL	4337	300,110	◆		◆		◆	◆					◆			
City of Cooper City, FL	4337	153,376	◆		◆		◆	◆					◆			
City of Crystal River, FL	4337	3,142	◆		◆		◆						◆			
City of Daytona Beach, FL	4337	117,077	◆		◆		◆						◆			◆
City of Deland, FL	4337	129,377	◆		◆		◆	◆					◆	◆		
City of Delray Beach, FL	4337	173,674	◆		◆		◆	◆					◆			
City of Flagler Beach, FL	4337	27,515	◆		◆		◆						◆			
City of Ft Lauderdale, FL	4337	647,519	◆		◆	◆	◆	◆		◆			◆			◆
City of Ft Myers, FL	4337	331,986	◆		◆		◆	◆					◆			
Town of Ft Myers Beach, FL	4337	24,783	◆		◆		◆						◆			
Glades County, FL	4337	40,827	◆		◆		◆						◆			
Hernando County, FL	4337	118,699	◆		◆		◆	◆					◆			
City of Hialeah, FL	4337	211,704	◆		◆		◆	◆					◆			
City of Inverness, FL	4337	10,238	◆		◆		◆						◆			
City of Lake Mary, FL	4337	55,826	◆		◆		◆	◆					◆			
City of Lakeland, FL	4337	260,084	◆		◆		◆	◆					◆			◆
City of Largo, FL	4337	54,992	◆		◆		◆						◆			
Lee County, FL	4337	2,319,785	◆		◆	◆	◆	◆				◆	◆			
City of Leesburg, FL	4337	27,118	◆		◆		◆	◆					◆			
Leon County, FL	4337	37,619	◆		◆		◆						◆			
City of Maitland, FL	4337	36,443	◆		◆		◆	◆					◆			
Manatee County, FL	4337	560,188			◆		◆	◆			◆		◆			
City of Margate, FL	4337	94,506	◆		◆		◆	◆					◆			◆
City of Miami Springs, FL	4337	165,755	◆		◆		◆	◆					◆			

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City of Oak Hill, FL	4337	6,124	◆		◆		◆						◆			
City of Orange City, FL	4337	47,722	◆		◆	◆	◆	◆					◆			
City of Orlando, FL	4337	216,508	◆		◆		◆	◆					◆			
City of Ormond Beach, FL	4337	157,371	◆		◆		◆	◆					◆			
City of Oviedo, FL	4337	39,208	◆		◆		◆						◆			
City of Palm Bay, FL	4337	253,867	◆		◆		◆						◆			
City of Stuart, FL	4337	17,851	◆		◆		◆	◆					◆			
Sumter County, FL	4337	116,322	◆		◆		◆	◆					◆			
Solid Waste Authority Palm Beach Co	4337	3,035,786	◆		◆		◆	◆			◆		◆			◆
City of Venice, FL	4337	12,817	◆		◆		◆	◆					◆			
City of Vero Beach, FL	4337	69,897	◆		◆		◆						◆			
Volusia County, FL	4337	858,138	◆		◆	◆	◆	◆			◆		◆	◆		◆
Chatham County, GA	4338	100,889	◆		◆		◆	◆					◆			
Georgia Department of Transportation	4338	27,559	◆		◆		◆						◆			
HURRICANE HARVEY 2017 – 2018																
EVENT TOTAL CUBIC YARDS – 3,000,000																
Aransas County, TX	4332	2,775,000	◆		◆	◆	◆	◆			◆		◆			
City of Beaumont, TX	4332	70,857	◆		◆		◆						◆			
City of Lake Jackson, TX	4332	4,281	◆		◆		◆						◆			
Newton County, TX	4332	8,859	◆		◆		◆				◆		◆			
City of Santa Fe, TX	4332	22,690	◆		◆		◆						◆			
City of Texas City, TX	4332	22,400	◆		◆		◆						◆			
TENNESSEE WILDFIRES 2016 – 2018																
EVENT TOTAL CUBIC YARDS – 676t																
City of Gatlinburg, TN	4293	404t	◆	◆							◆		◆	◆	◆	
Sevier County, TN	4293	272t	◆	◆							◆		◆	◆	◆	
HURRICANE MATTHEW 2016 – 2017																
EVENT TOTAL CUBIC YARDS OF DEBRIS – TBD																
City of Norfolk, VA	4291	29,000	◆		◆		◆	◆					◆			
City of Southern Shores, NC	4285	20,000	◆		◆		◆	◆					◆			
Dare County, NC	4285	96,000	◆		◆		◆	◆				◆	◆			
City of Lumberton, NC	4285	26,000	◆		◆		◆	◆					◆			
SC Department of Transportation	4286	960,000	◆		◆		◆	◆					◆			◆
Chatham County, GA	4284	1,400,000	◆		◆	◆	◆	◆			◆		◆			
City of Effingham, GA	4284	11,000	◆		◆		◆	◆					◆			
City of Pooler, GA	4284	17,000	◆		◆		◆	◆					◆			
Georgia Department of Transportation	4284	180,000	◆		◆		◆	◆					◆			
City of St. Augustine, FL	4283	83,000	◆		◆		◆	◆					◆			◆
City of Orange City, FL	4283	13,000	◆		◆		◆	◆					◆			
City of Ormond Beach, FL	4283	170,000	◆		◆		◆	◆					◆			◆
City of Deland, FL	4283	57,000	◆		◆		◆	◆					◆			◆
City of Daytona Beach, FL	4283	330,000	◆		◆		◆	◆					◆			◆
City of Palm Bay, FL	4283	99,000	◆		◆		◆	◆					◆			◆
Solid Waste Authority Palm Beach Co.	4283	14,000	◆		◆		◆	◆					◆			◆

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City of Vero Beach, FL	4283	27,000	◆		◆		◆	◆				◆				
SEVERE STORMS & FLOODING 2016																
EVENT TOTAL CUBIC YARDS OF DEBRIS – TBD (Projects Ongoing)																
City-Parish of East Baton Rouge, LA	4277	1,800,000	◆		◆		◆		◆		◆		◆	◆		◆
City of Denham Springs, LA	4277	250,000	◆		◆		◆				◆		◆	◆		◆
SEVERE STORMS & FLOODING 2016																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 44,736																
Vernon Parish, LA	4263	7,706	◆		◆		◆						◆			◆
Newton County, TX	4266	37,030	◆		◆		◆						◆			◆
SEVERE STORMS & FLOODING 2015																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 120,000																
SC Department of Transportation	4241	120,000	◆	◆	◆		◆						◆			◆
SEVERE WINTER STORM PANDORA 2015																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 271,000																
Putnam County, TN	4211	140,000	◆		◆		◆	◆					◆			◆
Fentress County, TN	4211	77,000	◆		◆		◆	◆					◆			◆
Overton County, TN	4211	54,000	◆		◆		◆	◆					◆			◆
TORNADOES 2014																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 144,000																
City of Adamsville, AL	4176	22,000	◆		◆		◆	◆					◆			◆
City of Graysville, AL	4176	80,000	◆		◆		◆	◆					◆			◆
City of Kimberly, AL	4176	20,000	◆		◆		◆	◆					◆			◆
Lee County, AL	4176	22,000	◆		◆		◆	◆					◆			◆
SEVERE WINTER STORM PAX 2014																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 2,930,000																
South Carolina DOT	4166	1,200,000	◆		◆		◆	◆	◆				◆			◆
Georgetown County, SC	4166	105,000	◆		◆	◆	◆	◆					◆	◆		◆
Marion County, SC	4166	25,000	◆		◆		◆	◆					◆			
Williamsburg County, SC	4166	40,000	◆		◆	◆	◆	◆					◆			
Aiken County, SC	4166	1,500,000	◆		◆	◆	◆	◆				◆	◆			◆
Allendale County, SC	4166	60,000	◆		◆		◆	◆					◆			
HURRICANE ISAAC 2013																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 950																
Iberville Parish, LA (Waterways)	4080	950	◆				◆					◆	◆			◆
HURRICANE ISAAC 2013																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 1,000																
AL Port Authority (Wetlands)	4082	1,000	◆									◆	◆			
HURRICANE SANDY 2012																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 125,000																
City of Hoboken, NJ	4086	25,000	◆	◆	◆								◆			◆
Town of Babylon, NY	4085	100,000	◆		◆								◆			
HURRICANE ISAAC 2012																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 92,000																
Terrebonne Parish, LA	4080	56,000	◆		◆	◆	◆	◆					◆			◆

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Denham Spring, LA	4080	9,000	◆		◆	◆	◆	◆					◆			◆
Hancock County, MS	4081	23,000			◆		◆			◆			◆			
Jackson County, MS	4081	4,000			◆		◆									◆
HURRICANE IRENE 2011																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 465,000																
Saluda Residency, Virginia DOT	4024	100,000			◆		◆	◆								
Petersburg Residency, Virginia DOT	4024	75,000			◆		◆	◆								
Ashland Residency, Virginia DOT	4024	200,000			◆		◆	◆								
Chesterfield Residency, Virginia DOT	4024	15,000			◆		◆	◆								
City of Portsmouth, Virginia	4024	50,000			◆		◆	◆								
Brunswick County, Virginia	4024	25,000			◆		◆	◆								
TORNADOES 2011																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 450,000																
City of Tuscaloosa, AL	1971	N/A		◆							◆		◆	◆	◆	◆
Calhoun County, AL	1971	350,000	◆		◆		◆	◆	◆		◆		◆		◆	◆
Alabama DCNR	1971	100,000	◆		◆	◆	◆	◆	◆				◆		◆	
TORNADOES 2010																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 18,944																
City of Norman, OK ^[1]	1926	18,944	◆		◆		◆	◆	◆				◆			◆
FLOODING 2010																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 348,895																
City of Nashville, TN ^[2]	1909	275,540			◆		◆		◆				◆			
City of Cedar Rapids, IA ^[2]	1763	109,355	◆												◆	
ROCKSLIDES 2009																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 60,000																
City of Chattanooga, TN	N/A	60,000	◆		◆	◆										
SNOWSTORMS 2009																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 59,765																
Town of Spencer, MA ^[1]	1813	10,930	◆		◆		◆	◆	◆				◆			◆
Town of Sterling, MA ^[1]	1813	48,835	◆		◆		◆	◆	◆				◆			◆
HURRICANE IKE 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 12,275,208																
City of Houston, TX ^[1]	1791	4,500,000	◆	◆	◆	◆	◆	◆	◆				◆	◆		◆
Harris County, TX ^[1]	1791	2,500,000	◆	◆	◆	◆	◆	◆	◆				◆	◆		◆
Galveston County, TX ^[3]	1791	1,400,000	◆		◆	◆	◆	◆	◆		◆		◆	◆		◆
City of Baytown, TX ^[1]	1791	1,000,000	◆		◆	◆	◆	◆	◆			◆	◆	◆		◆
Montgomery County, TX ^[1]	1791	871,452	◆		◆		◆	◆	◆				◆			◆
Fort Bend County, TX ^[1]	1791	415,000	◆		◆	◆	◆	◆	◆				◆			◆
Town of Dauphin Island, AL ^[1]	1797	50,000	◆		◆	◆				◆	◆	◆	◆			◆
Hardin County, TX ^[1]	1791	200,000	◆		◆		◆	◆	◆				◆			◆
City of Sugarland, TX ^[1]	1791	125,000	◆		◆	◆	◆	◆	◆				◆			◆
City of Missouri City, TX ^[1]	1791	97,238	◆		◆	◆	◆	◆	◆				◆			◆
HURRICANE GUSTAV 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 968,727																

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Terrebonne Parish, LA ^[2]	1786	296,039	◆		◆	◆	◆	◆	◆		◆	◆	◆		◆	◆
St. Landry Parish, LA ^[2]	1786	225,000	◆		◆	◆	◆	◆	◆		◆		◆			◆
Iberville Parish, LA ^[2]	1786	179,185	◆		◆	◆	◆	◆	◆				◆			◆
City of New Orleans, LA ^[2]	1786	136,559	◆		◆	◆	◆	◆	◆				◆			◆
City of Thibodaux, LA ^[4]	1786	78,820	◆		◆	◆	◆	◆	◆				◆			◆
St John the Baptist Parish, LA ^[1]	1786	53,124	◆		◆	◆	◆	◆	◆				◆			◆
HURRICANE DOLLY 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 612,050																
Hidalgo County, TX ^[1]	1780	310,585	◆	◆	◆	◆	◆	◆	◆				◆	◆		◆
Cameron County, TX ^[2]	1780	301,465	◆	◆	◆	◆	◆	◆	◆				◆	◆		◆
IOWA FLOODING 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 200,000																
City of Waterloo, IA ^[1]	1763	200,000	◆		◆		◆		◆				◆			
MIDWEST ICE STORM 2007																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 825,000																
City of Norman, OK ^[1]	1735	750,000	◆		◆	◆	◆	◆	◆		◆		◆		◆	◆
City of Webb City, MO ^[1]	1736	75,000	◆		◆		◆	◆	◆		◆		◆		◆	◆
MIDWEST ICE STORM 2007																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 2,101,539																
City of Springfield, MO ^[1]	1676	1,448,539	◆		◆	◆	◆	◆	◆		◆		◆		◆	◆
Greene County, MO ^[2]	1676	545,000	◆		◆	◆	◆	◆	◆		◆		◆		◆	◆
City of Lebanon, MO ^[2]	1676	108,000	◆		◆		◆	◆	◆		◆		◆		◆	◆
BUFFALO SNOW STORM 2006																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 1,386,000																
Town of Amherst, NY ^[2]	1655	800,000	◆		◆	◆	◆	◆	◆				◆			◆
Town of Tonawanda, NY ^[2]	1655	200,000	◆		◆	◆	◆	◆	◆				◆			◆
City of Lackawanna, NY ^[2]	1655	150,000						◆					◆			
City of North Tonawanda, NY ^[2]	1655	100,000	◆		◆	◆	◆	◆	◆				◆			◆
Genesee County, NY ^[2]	1655	80,000	◆		◆	◆	◆	◆	◆				◆			◆
Erie County, NY ^[4]	1655	50,000	◆										◆			
Town of Alden, NY ^[4]	1655	6,000	◆										◆			
HURRICANE WILMA 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 8,579,640																
Miami-Dade County, FL ^[2]	1609	3,000,000	◆		◆		◆		◆				◆			◆
Collier County, FL ^[4]	1609	932,000	◆										◆			◆
City of Ft. Lauderdale, FL ^[2]	1609	901,000	◆		◆	◆	◆	◆	◆			◆	◆	◆		◆
City of Hollywood, FL ^[2]	1609	600,000	◆		◆	◆	◆	◆	◆				◆			◆
Town of Davie, FL ^[4]	1609	593,789	◆										◆			◆
City of Boca Raton, FL ^[4]	1609	574,200	◆										◆			◆
City of Plantation, FL ^[4]	1609	366,551	◆										◆			◆
City of Parkland, FL ^[4]	1609	244,910	◆										◆			◆
City of Weston, FL ^[4]	1609	244,395	◆										◆			◆
City of Cooper City, FL ^[4]	1609	217,464	◆										◆			◆
City of Coral Gables, FL ^[4]	1609	213,947	◆										◆			◆

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Broward County, FL ^[4]	1609	204,105	◆										◆			◆
City of Sunrise, FL ^[4]	1609	199,548	◆										◆			◆
City of Oakland Park, FL ^[4]	1609	151,906	◆										◆			◆
City of Miami Beach, FL ^[4]	1609	135,825	◆										◆			◆
HURRICANE KATRINA 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 27,143,468																
Hancock County, MS ^[4]	1604	5,773,291	◆										◆			◆
Jackson County, MS ^[4]	1604	3,183,425	◆										◆			◆
City of Gulfport, MS ^[1]	1604	2,600,000	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆	◆
Forrest County, MS ^[4]	1604	2,496,933	◆										◆			◆
Jones County, MS ^[4]	1604	1,961,427	◆										◆			◆
Harrison County, MS ^[1]	1604	1,850,000	◆		◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Lamar County, MS ^[4]	1604	1,533,579	◆										◆			◆
City of Pass Christian, MS ^[4]	1604	1,484,288	◆										◆			◆
City of Pascagoula, MS ^[4]	1604	1,236,646	◆										◆			◆
Mobile County, AL	1605	789,658	◆		◆		◆	◆								
City of Mobile, AL	1605	728,469	◆		◆		◆	◆								
George County, MS ^[4]	1604	651,359	◆										◆			◆
Perry County, MS ^[4]	1604	550,967	◆										◆			◆
Walthall County, MS ^[4]	1604	507,754	◆										◆			◆
City of New Orleans, LA ^[2]	1603	401,238	◆	◆	◆		◆		◆		◆		◆	◆	◆	◆
Jefferson Parish, LA ^[4]	1603	397,770	◆										◆			◆
City of Slidell, LA ^[4]	1603	153,165	◆										◆			◆
City of Covington, LA ^[4]	1603	143,919	◆										◆			◆
Lafourche Parish, LA ^[4]	1603	134,384	◆										◆			◆
Jasper County, MS	1604	131,251	◆		◆		◆	◆								
Town of Dauphin Island, AL	1605	94,037	◆		◆		◆	◆		◆		◆				
City of Prichard, AL	1605	70,445	◆		◆		◆	◆								
Clark County, MS	1604	90,134	◆		◆		◆	◆								
City of Citronelle, AL	1605	48,423	◆		◆		◆	◆								
City of Saraland, AL	1605	44,419	◆		◆		◆	◆								
City of Satsuma, AL	1605	29,404	◆		◆		◆	◆								
Choctaw County, AL	1605	26,409	◆		◆		◆	◆								
City of Bayou Le Batre, AL	1605	18,336	◆		◆		◆	◆								
City of Creola, AL	1605	7,719	◆		◆		◆	◆								
City of Mt. Vernon, AL	1605	4,619	◆		◆		◆	◆								
HURRICANE RITA 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 4,800,000																
Jefferson County, TX ^[2]	1606	4,600,000	◆		◆		◆	◆	◆		◆		◆	◆		◆
Monroe County, FL ^[2]	1602	200,000	◆	◆	◆		◆		◆	◆		◆	◆			◆
HURRICANE DENNIS 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 3,600,000																
Santa Rosa County, FL ^[1]	1595	2,000,000	◆		◆	◆	◆	◆	◆				◆	◆		◆
Escambia County, FL ^[1]	1595	1,200,000	◆		◆	◆	◆	◆	◆				◆	◆		◆

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
City of Pensacola, FL ^[1]	1595	400,000	◆		◆	◆	◆	◆	◆				◆	◆		◆
HURRICANE IVAN 2004																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 9,733,300																
Escambia County, FL ^[2]	1551	7,681,500	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆		◆
City of Pensacola, FL ^[1]	1551	1,343,000	◆		◆	◆	◆	◆	◆		◆		◆	◆		◆
Florida Dept. of Transportation ^[1]	1551	708,800	◆		◆		◆		◆				◆			
HURRICANE FRANCES 2004																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 200,000																
City of Boca Raton, FL ^[1]	1545	200,000	◆		◆		◆						◆			◆
HURRICANE CHARLEY 2004																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 3,883,434																
Charlotte County, FL ^[4]	1539	1,870,669	◆										◆			◆
City of Orlando, FL ^[2]	1539	1,035,500	◆		◆	◆	◆	◆	◆				◆			
Orange County, FL ^[4]	1539	977,265	◆										◆			◆

[1] This work was completed by Beck Disaster Recovery's principal owners. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Jon Hoyle, Thompson's President, served as the technical lead on this project.

[2] This work was completed by Beck Disaster Recovery's principal owners. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Nate Counsell, Thompson's Vice President, served as the technical lead on this project.

[3] This work was completed by Beck Disaster Recovery. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Nicole Counsell, Thompson's Grant Management Consultant, served as the technical lead on this project.

[4] This work was administered by Asevotech for Ashbriett Environmental. Wes Holden, Thompson's Director of Operations, served as the technical data administration lead on this project.

TAB C

Qualifications & Related Experience of Staff

Staff Overview

Thompson's staff of consultants is amongst the most educated, qualified, and dynamic in the industry. Our personnel are disaster recovery and response experts, business, and financial consultants; registered professional engineers, geologists, and surveyors; scientists; and technical professionals in the following disciplines: civil, structural, environmental, geotechnical, hydraulic, mechanical, and electrical engineering. Thompson has over **400** multi-disciplined personnel on staff with diverse qualifications that can be drawn upon to address any project needs.

Thompson has provided the following list of personnel by discipline as evidence of our unique qualifications and credentials as well as our capacity to support projects of any size and scope.

Personnel by Discipline

Grant/Financial Consultants	10	Environmental Engineers	9
Debris Project Managers	25	Geologists	10
Debris Supervisors	50	Scientists/Environmental	20
On-call Debris Monitors	1000	Credentialed Inspectors	57
Construction Managers	26	Investigative / Roof Consultants	13
Architects	3	Professional Land Surveyors	9
Civil Engineers	30	LEED Accredited Professionals	5
Marine Engineers	4	Construction Engineering Inspectors	50
Structural Engineers	7	Construction Materials Techs	19
Geotechnical Engineers	14	C.P. - Stormwater Quality (CPSWQ)	1
Transportation Engineers	5	C.P. - Erosion & Sediment Control	5
Hydraulic Engineers	3	Safety Professionals	4

With advanced degrees in business, economics, finance, engineering, computer science and other disciplines we provide a well-rounded perspective and approach to problem solving in the emergency management and disaster recovery industry.

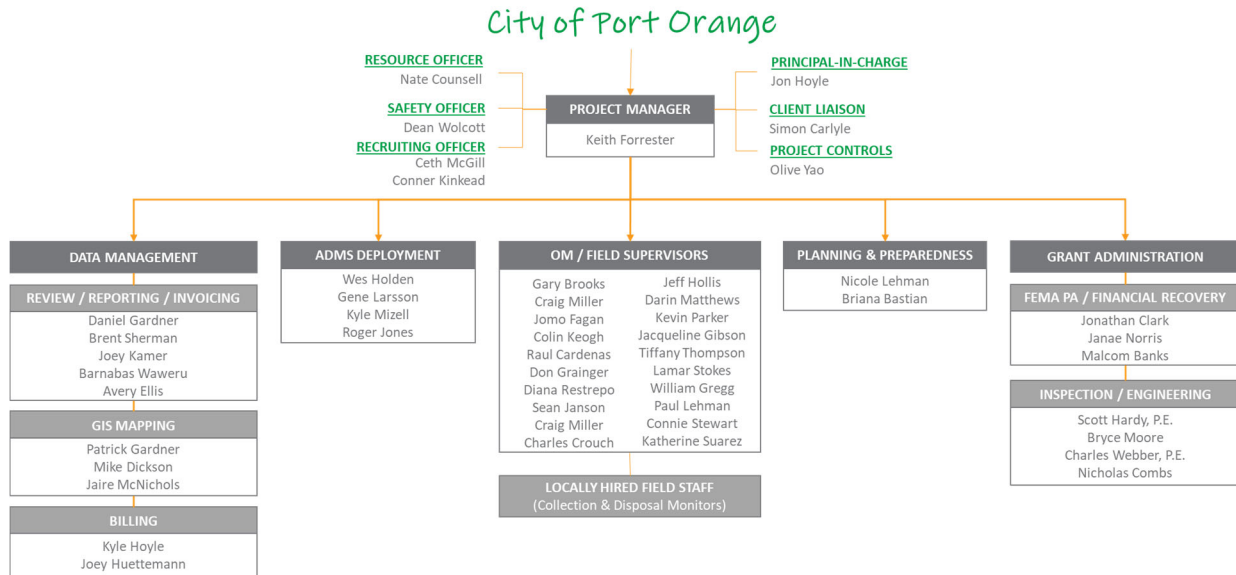
Thompson provides the City with access to a unique combination of experience, services, resources, and personnel through our family of companies. In addition, Thompson maintains a network of more than **150** on-call debris removal monitoring managers and supervisors and more than **1,000** inspectors, Thompson has the personnel and experience to support the City's debris removal monitoring needs.

Dedicated Project Team

Thompson is committed to staffing the City's debris monitoring services requirements in accordance with the management staffing and key personnel proposed herein. Our technical approach is designed to be scalable in nature in order to effectively respond to both minor and catastrophic debris generating events as well as adjust to the changing needs of the City throughout the recovery process.

The following organizational chart graphically presents Thompson's proposed project staffing and key personnel.

Figure C-1: Organizational Chart



Key Personnel Overview

JON HOYLE will serve as the Principal-in-Charge for the City and provide support as needed to ensure project operations are in accordance with the City's expectations. Mr. Hoyle has over nineteen years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the Nation. He has managed 75 projects under contracts that total over \$2.5 billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel over the past 10 years. His programmatic experience includes FEMA-PA, FHWA-ER, NRCS-EWP, HUD-CDBG, FEMA-HMGP, and others.

SIMON CARLYLE will serve as the Client Liaison for the City and serve as a direct point of contact to address the City's needs throughout the term of the contract. Mr. Carlyle has over sixteen years of experience working with state and local governments providing disaster debris removal monitoring services. He has responded to over 30 disaster incidents and has extensive knowledge of federal, state, and local policies and reimbursement guidelines.

OLIVER YAO will serve as the Project Controller for the City to oversee contractual requirements and budget expectations. He will also make certain project operations are implemented in accordance with the contract and task order(s) issued by the City. Mr. Yao has sixteen years of experience providing program management and oversight of disaster response and recovery projects throughout the United States.

KEITH FORRESTER will serve as a Project Manager for the City to oversee day-to-day operations of the project as well as work closely with the City's debris hauler(s) to coordinate crew requirements and scheduling. Mr. Forrester will also make certain project operations have the staff and resources necessary to remain on track, on schedule, and on budget. Mr. Forrester has over fourteen years of experience and has managed FEMA funded storm debris removal projects in Arkansas, Louisiana, Texas, Florida, Oklahoma, Missouri, New York, and South Carolina. His project work includes the management of debris removal monitoring following a variety of disaster incidents, including tornados, floods,

hurricanes, etc. that required the collection and disposal of various waste streams as well as conducting specialized debris removal programs. Mr. Forrester previously managed debris removal monitoring operations in excess of 2M cubic yards of construction and demolition debris and implemented a private property debris removal program in Baton Rouge, Louisiana following a severe flooding incident.

DANNY GARDNER will serve as the Data Manager for the City. Mr. Gardner has served as a data manager, program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately \$2 billion. His extensive understanding of the eligibility requirements, federal regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement.

JONATHAN CLARK will serve as the FEMA Coordination / Cost Recovery Specialist and work directly with the City as needed to oversee the financial recovery of all eligible costs associated with FEMA PA and FHWA-ER activities. Mr. Clark began his career in disaster recovery as a FEMA employee in Louisiana following Hurricane Katrina. Since that time, Mr. Clark has served as a grant management consultant for both Grantees and Applicants/Sub-Grantees, giving him experience in all roles involved in the FEMA Public Assistance grant program. Having served clients at the local, state and federal level, Mr. Clark has managed the financial recovery of communities receiving more than \$800 million in federal funding.

PATRICK GARDNER will provide GIS and mapping support to the City. Mr. Gardner has over nine years of experience and has supported recovery operations in this capacity for several large-scale, multi-state, region, and municipal disaster incidents. He is well versed in ESRI ArcGIS applications and utilizing geospatial data to convey project operations and progress. Mr. Gardner is also a Federal Aviation Administration Certified Remote Pilot for Small Unmanned Aircraft.

WES HOLDEN Mr. Holden has eighteen years of experience providing data management and disaster recovery software application development for disaster response and recovery efforts throughout the United States for a broad range of local and state government clients.

The following table further summarizes the background and experience of our key personnel and outlines our staff's extensive experience managing and monitoring debris removal operations on behalf of local and state governments. *Resumes for key personnel have been provided as Exhibit C-1 following this section.*

Table C-1: Summary of Project Team Experience

Name, Education, Background		Representative Experience
Jon Hoyle Principal-in-Charge		
MBA – Finance/Management	– Escambia County, FL – 3,700,000 CY	– South Carolina DOT – 3,000,000 CY
19 Years of experience	– Puerto Rico DOT – 1,000,000 CY	– Aiken County, SC – 1,500,000 CY
	– Lee County, FL – 2,300,000 CY	– Harris County, TX – 2,500,000 CY
Simon Carlyle Client Liaison		
16 Years of experience	– Calcasieu Parish, LA – 6,700,000 CY	– Pinellas Co, FL – 380,000 CY
	– City of Lake Charles, LA – 3,400,000 CY	– Sarasota Co, FL – 288,000 CY
	– Baldwin Co, AL – 4,400,000 CY	– Beaufort Co, SC – 1,700,000 CY
Oliver Yao Project Controller		
MS – Management & Finance	– Beaufort Co, SC – 1,700,000 CY	– Hidalgo Co, TX – 187,000 CY
16 Years of experience	– Baldwin Co, AL – 4,400,000 CY	– Hamilton Co, TN – 408,000 CY
	– Bay County, FL – 1,200,000 CY	– Linn Co, IA – 1,100,000 CY
Keith Forrester Project Manager		
BA Marketing and Management	– City of Orange Beach, AL – 645,000 CY	– City of Vero Beach – 24,000 CY
14 Years of experience	– City of Palm Bay, FL – 300,000 CY	– South Carolina DOT – 200,000 CY
	– Baton Rouge, LA – 1,800,000 CY	– Aiken County, SC – 1,500,000 CY
Jonathan Clark FEMA Public Assistance Liaison		

Name, Education, Background

Representative Experience

17 Years of experience	– Hurricane Irma - \$112,000,000 – Denham Springs, LA - \$20,000,000 – SCDOT - \$195,000,000	– State of New York - \$200,000,000 – State of Louisiana - \$150,000,000 – Escambia County, FL – \$192,000,000
Danny Gardner Data Manager		
MBA – Finance/Management 14 Years of experience	– SWA Palm Beach Co – 2,300,000 CY – Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY	– Alabama DOT – 870,000 CY – South Carolina DOT – 3,000,000 CY – Escambia County, FL – 3,700,000 CY
Nicole Lehman Planning and Preparedness		
BA – Psychology & Spanish 14 Years of experience	– Puerto Rico DOT – 400,000 CY – Fort Lauderdale, FL – 460,000 CY – St. Augustine, FL – 83,000 CY	– Chatham Co, GA – 1,400,000 CY – Daytona Beach, FL – 330,000 CY – Escambia County, FL – 3,700,000 CY
Wes Holden ADMS Deployment		
BS – Mgmt. Info. Systems 18 Years of experience	– SWA Palm Beach Co – 2,300,000 CY – City-Parish E Baton Rouge – 2,000,000 CY – South Carolina DOT – 3,000,000 CY	– Alabama DOT – 870,000 CY – Chatham Co, GA – 1,400,000 CY – Aiken County, SC – 1,500,000 CY
Patrick Gardner GIS / Environmental		
MS – Fisheries & Aquatic Sciences BS – Marine Science 9 Years of experience	– Gadsden County, FL – 900,000 CY – SWA Palm Beach Co, FL – 3,200,000 CY – Fort Lauderdale, FL – 400,000 CY	– Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY – South Carolina DOT – 3,000,000 CY

Key Personnel Qualifications

Debris Removal Programs

Thompson’s proposed team of disaster response and recovery experts have responded to some the most devastating natural disasters to impact the United States in the last decade. Each team member has served in a variety of recovery operations roles and has real-world experience managing and supporting special disaster recovery programs to include right-of-way (ROW), private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management and hauler invoice reconciliation and contracting, and FEMA appeals assistance. Thompson’s consultants have experience with all of the following disaster recovery programs.

Debris Removal Monitoring

- Debris hauling vehicle certification (volumetric)
- Right-of-Way debris collection
- Debris management site operations
- Leaning tree, hanging limb, and hazardous stump removal
- Parks debris removal
- Private property debris removal
- Right-of-Entry (ROE) administration
- Waterway debris removal monitoring
- Beach and shoreline restoration
- Data management
- Document management
- Progress reporting
- Contractor invoice reconciliation and payment recommendation
- Vessel and vehicle recovery
- Asbestos abatement
- Health and safety monitoring
- Multi-jurisdictional coordination/scheduling
- Damage claim resolution
- Disaster recovery monitoring with handheld devices
- Hazardous material removal
- GIS reporting
- Cost recovery/grant applications

Special Services Debris Removal Programs

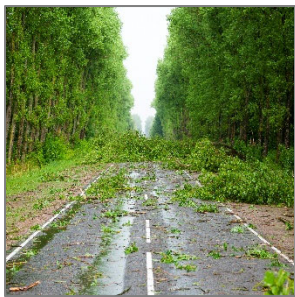
Thompson’s consultants consider special debris removal programs such as private property/right of entry work, waterways clean-up, demolition management, vessel, and vehicle recovery, etc. as service offerings that our clients expect following a disaster event. Thompson’s consultants have extensive and

unique experience with private property debris removal and demolition housing initiatives, including the management of many of the largest multi-phase, multi-property demolition and housing initiatives in the United States over the past ten years. In addition, Thompson has extensive waterway/coastal recovery experience, including waterway, wetland and beach sand removal and restoration monitoring. A sample of Thompson's extensive experience with special debris removal monitoring programs includes, but is not limited to:

- New Mexico Department of Transportation: Acequia Debris Removal Program
- Puerto Rico Infrastructure Financing Authority: Private Property Debris Removal and Demolition
- City-Parish of East Baton Rouge: C&D, HHW, E-Waste, White Goods
- SC Department of Transportation: Leaning Trees/Hazardous Limbs
- New York City: Abandoned Vehicle Recovery
- Hancock County: Animal Carcasses
- Sevier County: Private Property Debris Removal
- City of Tuscaloosa: Structural Demolitions
- City of Gulfport: Food Waste
- City of Fort Lauderdale: Beach Sand Removal and Restoration
- Alabama State Port Authority: Wetland Debris Removal
- Aiken County, South Carolina: Waterway Debris Removal

Thompson has extensive experience working closely with various federal, state, and local agencies, including departments of transportation, environmental protection, FEMA, FHWA and the NRCS to monitor special debris removal programs.

Experience and Knowledge of Environmental Requirements



In addition to our disaster related debris removal monitoring and grant administration experience, Thompson stands fully equipped and prepared to assist the City as needed with services related to permitting, solid waste management, hazardous waste management, asbestos abatement, lead based paint testing and other environmental and engineering inspection requirements. Our Environmental Group was established in 1982 and is comprised of **30+** environmental engineers, water/wastewater engineers, geologists, biologists, NEPA specialists, GIS specialists, soils scientists, hazardous materials managers, asbestos and lead-based paint specialists, storm water and erosion control experts, safety professionals, inspectors, and technicians.

Disaster Cost Recovery and Reimbursement Processes

Thompson's consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Our consultants thoroughly understand the programs, policies, and regulations related to disaster reimbursement and will use this knowledge to aid in the recovery and reimbursement of all eligible debris and other related project costs. Thompson's goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement though compliance with all applicable federal, state and local regulations.

Public Assistance Program Consulting Services

- Preliminary damage assessment (PDA) data management tool development (categories A-G)
- Collection and compilation of PDAs
- Applicant kickoff meeting facilitation
- Debris staging site consultation (environmental, logistical, etc.)
- Project worksheet development
- Housing inventory damage assessment
- Direct administrative cost (DAC) support
- Damage site surveying (photography, GPS, condition reports, cost estimation, etc.)
- Small/large project formulation and scoping
- Alternate / improved projects
- Section 406 mitigation consultation
- Procurement assistance
- Expenditure review/approval and reconciliation
- EMMIE monitoring/support
- FEMA appeals assistance

Grant Application, Administration, and Management

Thompson's experience in supporting recovery efforts for local and state governments spans three decades and accounts for the administration of more than \$4.5 billion in federal grant funding. Our consultants can draw upon their knowledge and experience in working with over eight different federal grant funding agencies and 15 grant programs, including the following:

- Federal Emergency Management Agency
 - Public Assistance (PA)
 - Hazard Mitigation Grant Program (HMGP)
 - Pre-disaster Mitigation (PDM)
 - Flood Mitigation Assistance (FMA)
- Federal Highway Administration (FHWA)
 - Emergency Relief (ER)
- Environmental Protection Agency (EPA)
- Department of Housing & Urban Development
 - Community Development Block Grant
 - HOME Investment Partnership Program
- Natural Resources Conservation Service (NRCS)
 - Emergency Watershed Protection (EWP)
- Small Business Administration (SBA)
- Department of Agriculture (USDA)

Debris Management Planning

Thompson has leveraged the lessons that we have learned from managing previous disaster debris programs as well as our strong regulatory knowledge and capabilities to develop several comprehensive debris management plans (DMP). Thompson works closely with our clients throughout the DMP development process to make certain the resulting plan is both in accordance with the Federal Emergency Management Agency (FEMA) Public Assistance Program and Policy Guide for Debris Removal and contains the components critical to the success of a debris removal operation.

Though conceptually similar, Thompson understands that each DMP will vary to reflect the intricacies and needs of our clients. Our plan development process is scalable and flexible depending on the need for developing a new plan or updating an existing plan; or the need for selecting and validating potential debris management sites (DMS) or to have existing sites reviewed and permitted by specific state agencies. Typically, the geographic size, population characteristics, propensity for and type of disaster, and many other factors dictate the complexity of a DMP.

Debris Removal Monitor Labor Force Sourcing

Thompson's proposed staffing plan is designed to be flexible and scalable so that we can effectively and efficiently respond to the City's needs. We maintain a staff of full time and on-call disaster debris

monitoring experts, consultants and supervisors that will be available to support the implementation and management of debris removal monitoring operations. In addition, Thompson maintains professional human resources and recruiting staff that have over 11 years of experience in disaster response and recovery services available to assist in identifying and placing personnel.

It is Thompson's intent to fill temporary debris monitoring positions with the City's qualified residents in need of work. Thompson will provide qualified residents with safety training and on the job training with experienced debris monitoring supervisors. Thompson is the only debris monitoring firm that performs motor vehicle operating record reviews and as-needed drug screenings for its temporary employees. This practice results in a team of monitors that is both safe and committed to quality. We will make sure that all local hires are properly trained prior to being deployed to monitor a debris removal crew. In addition, this effort will help residents participate in the City's recovery efforts with a meaningful impact and earn a competitive hourly wage.



EXHIBIT C-1: KEY PERSONNEL RESUMES

Jon Hoyle

President

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EDUCATION

BA: International Relations
MBA: Management and Finance

EXPERIENCE

18 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FHWA ER Program | CDBD Disaster Recovery | CDBG Housing

Mr. Hoyle has 18 years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 70 projects under contracts that total over \$1.5 Billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel.

PROJECT EXPERIENCE

Escambia County, Florida, Hurricane Disaster Debris Removal

Monitoring, 2020 | Mr. Hoyle served as the principal-in-charge for Escambia County, Florida following Hurricane Sally. He was responsible for over-seeing cost controls for projects and maintaining contract obligations. Thompson provided FEMA reimbursement support as well as debris removal monitoring and substantiation for over 4M cubic yards of construction, demolition, and vegetative debris.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018

| Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Following the devastating impacts of the storm Mr. Hoyle worked with DTOP to ensure proper procurement measures were in place to solicit and begin disaster debris removal and monitoring services. Ultimately, Thompson began performing debris monitoring services in three DTOP zones. Mr. Hoyle oversaw the establishment of project operations and is responsible for contract obligations and cost controls.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018

| Mr. Hoyle served as principal-in-charge during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations and cost controls for all projects. Thompson

provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017

| Mr. Hoyle served as principal-in-charge during Thompson's multi-state mobilization in response to Hurricane Matthew. Thompson conducted debris removal monitoring operations in five (5) states and 23 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

South Carolina Department of Transportation, Severe Flooding, 2015 - 2016

| Mr. Hoyle again served on the Thompson management team during the SCDOT's response to statewide severe flooding. He was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring services on behalf of the SCDOT in 11 counties as well as FEAM PA services to identify and document damages to approximately 600 sites and prepared and submitted both large and small project worksheets totaling over \$35,000,000 and including hazard mitigation measures.

Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015

| Mr. Hoyle served as the Principal-in-Charge during for all projects following a regional ice storm

that impacted Tennessee. He managed and ensured all contracts and task orders were processed and implemented.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 | Winter Storm Pax impacted the State of South Carolina generating widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Hoyle served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson monitored, documented, and substantiated reimbursement for the removal of over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Hoyle served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's field monitoring efforts documented and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Virginia Department of Transportation (VDOT), Multiple Locations, Hurricane Recovery Debris Monitoring, 2011 | In the wake of Hurricane Irene the VDOT called upon their pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Hoyle served as the Principal-In-Charge acting as the liaison officer between the VDOT's pre-positioned contractors and the field management team.

Alabama Department of Conservation and Natural Resources (ADCNR), Disaster Management and Debris Monitoring, Alabama, 2011 | Mr. Hoyle served as the Project Manager for the disaster management and debris monitoring at Guntersville, Buck's Pocket, and Morgan's Cove State Parks following the crippling tornados of April 2011. The campgrounds were totally destroyed and massive amounts of debris were scattered in the roadways, trail systems, and fire

lines. At peak, 90 crews were mobilized, managed, and monitored. Contract value totals \$1.5-million.

Calhoun County, Alabama, Tornado Recovery Operations, 2011 | During April of 2011, north/central Alabama, eastern Mississippi, northwest Georgia, and southeast Tennessee, were struck with a record-breaking number of crippling, deadly tornados. Thompson was selected by Calhoun County to provide disaster response and recovery consulting services including grant administration and debris removal monitoring. Mr. Hoyle served as the Principal-In-Charge while supporting the field management team's efforts to aid the County in a swift recovery.

Texas and Louisiana, Hurricane Ike Long Term Recovery, Infrastructure Repair and Grant Management Administration, 2008-2011 | Following the devastating impact that Hurricanes Ike made on the Texas and Louisiana coast, Mr. Hoyle implemented and managed over 15 large long term recovery, infrastructure repair, and grant administration programs in Texas and Louisiana and helping obtain over \$250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as the Port of Galveston, City of Galveston, and Texas Department of Transportation.

Escambia County, Florida, BP Deep-water Horizon Oil Spill Response, 2010 | As oil threatened the beaches and waterways of Escambia County (Pensacola), FL during the summer of 2010, Mr. Hoyle deployed a team responsible for documenting and accounting for over \$10 million of contracted efforts to contain the oil and mitigate the environmental impact the oil spill made on beaches, waterways, and tourism.

Norman, Oklahoma, Ice Storm Deployment, 2008 | Following a crippling ice storm in Norman, Oklahoma in 2008, Mr. Hoyle served as the Principal in Charge for a program to document and account for contracted response, recovery, and debris removal operations initiated by the City. The effort documented and substantiated over \$3 million worth of eligible FEMA and FHWA funding.

Florida and Mississippi, Hurricane Deployment, Hurricane Katrina, 2005-2007 | Mr. Hoyle deployed teams to simultaneously respond to multiple local governments in Florida and Mississippi to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing \$175 million of FEMA and FHWA reimbursement to local governments.

Nathaniel Counsell

Executive Vice President

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EDUCATION

BA: Economics
MBA: International Business

EXPERIENCE

18 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FEMA Severe Repetitive Loss Program | FHWA ER Program | CDBD Disaster Recovery | CDBG Housing

Mr. Counsell has 18 years of experience providing management and oversight for disaster response and recovery efforts throughout the United States. He has managed 80 projects under contracts that total over \$1.5 Billion in recovery efforts that required the mobilization of over 5,000 field and professional personnel.

PROJECT EXPERIENCE

City of Mobile, Alabama, Hurricane Disaster Debris Removal Monitoring, 2020 - 2021 | Mr. Counsell served as the principal-in-charge / corporate resource officer for the City of Mobile following the effects of Hurricane Sally. Severe flooding produced large amounts of construction, demolition, and vegetative debris, and Thompson monitored the removal of over 660,000 CY of debris from the City. Mr. Counsell ensured all projects had the resources necessary to implement monitoring operations including special debris removal programs involving City parks and the environmental preservation of historical flora.

Solid Waste Authority of Palm Beach County (SWA), Hurricane Irma, 2017 - 2018 | Mr. Counsell served as the principal-in-charge / program manager to coordinate debris monitoring and disposal operations throughout the county, this included performing monitoring services for 18 communities within the County and documenting all disposal loads brought to the SWA's landfills. Overall Thompson provided the substantiation for more than 3M cubic yards of debris as a result of Hurricane Irma.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 | Mr. Counsell served as the principal-in-charge / corporate resource officer during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Counsell ensured all projects had the resources necessary to implement monitoring

operations for all projects and programs. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Louisiana Severe Flooding, City of Baton Rouge, Parish of East Baton Rouge and Denham Springs, LA, 2016 - 2017 | Mr. Counsell served as the principal-in-charge / corporate resource officer for the City of Baton Rouge, Parish of East Baton Rouge and Denham Springs disaster recovery operations conducted by Thompson. Each of these communities were severely impacted by massive flooding and required specialized debris removal programs. Recovery operations in the City / Parish of East Baton Rouge resulted in the collection of over 1.9M cubic yards of construction and demolition debris, the largest C&D removal program since Hurricane Katrina. Over 90% of the City of Denham Springs was impacted by flooding resulting in 250,000 CY of debris collected. Both projects also required extended ROW debris removal and Thompson worked with each community to implement a private property debris removal (PPDR) program. Mr. Counsell ensured all projects had the resources necessary to implement monitoring operations for all programs. He also worked closely with the leadership of each community to address public information concerns and worked closely with the debris removal contractors to assist in organized debris removal operations.

South Carolina Department of Transportation, Severe Flooding, 2015 | Mr. Counsell served as the corporate resource officer during the SCDOT's response to statewide severe flooding. Mr. Counsell ensured all projects had the

resources necessary to implement debris removal monitoring in 11 counties throughout the State.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 | Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Counsell served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson monitored, documented, and substantiated reimbursement for the removal of over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Counsell served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a \$1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Virginia Department of Transportation (Multiple Locations), Hurricane Recovery and Debris Removal, 2011 | In the wake of Irene, the Virginia Department of Transportation (VDOT) called upon their pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Counsell served as Project Manager for this engagement and oversaw all debris monitoring operations.

Calhoun County, Alabama, Tornado Disaster Debris Monitoring, 2011 | Mr. Counsell served as the Project Manager for disaster debris removal monitoring following the crippling tornados of April 2011. The project involved monitoring right-of-way collection of vegetative and construction and demolition (C&D) debris throughout the

County and administering and monitoring contracted debris removal from private property through a right-of-entry (ROE) program as part of Operation Clean Sweep administered by FEMA and AEMA. Contract value totals \$3-million.

New Orleans, Louisiana, FEMA Funded Commercial and Residential Demolition Program, 2007-2009 | Between 2007 and 2009, Mr. Counsell served as the Program Manager of the City of New Orleans residential and commercial demolition program, helping the City design and implement a multi-phase process for the identification, historical review, decommissioning, demolition, and disposal of over 1,500 residential and commercial structures located throughout the City. The program required coordinated cost tacking to 5 large Project Worksheets totaling over \$50 million in FEMA Public Assistance Funding.

Louisiana and Texas, Hurricane Deployment, Hurricanes Dolly, Gustav, and Ike, 2008-2010 | Following the devastating impact that Hurricanes Dolly, Gustav, and Ike made on the Texas and Louisiana coast, Mr. Counsell deployed, implemented, and executed 10 large scale debris monitoring and grant administration programs in Texas and Louisiana and helped obtain \$250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as Terrebonne Parish, City of New Orleans, and City of Houston.

South Florida, Hurricane Deployment, Hurricane Wilma, 2005-2006 | Mr. Counsell deployed teams to simultaneously respond to 17 local governments in Broward, Miami-Dade, and Monroe County, FL to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing \$175 million of FEMA and FHWA reimbursement to local governments.

Simon Carlyle

Vice President

FIRM

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EXPERIENCE

17 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FHWA ER Program | HUD CDBD Disaster Recovery | HUD CDBG Housing

Mr. Carlyle has 17 years of experience providing management and oversight for disaster response and recovery efforts throughout the United States. He has managed over 30 of the most devastating disaster events in Florida, Texas, Alabama, Virginia, Louisiana, South Carolina, Georgia, and Mississippi. Mr. Carlyle has extensive experience in all stages of disaster recovery and has a thorough knowledge of federal, state, and local policies.

PROJECT EXPERIENCE

Virginia Department of Transportation, Severe Winter Storm Debris Removal Monitoring, 2021 | Mr. Carlyle served as client liaison for the Virginia Department of Transportation where he provided senior management oversight, coordinated staffing and logistics support, ensured unique health and safety plan was executed and oversaw and audited daily reporting.

State of Louisiana – Multiple Communities, Hurricane Laura, 2020 - 2022 | Mr. Carlyle served as the regional manager to multiple cities and parishes following the devastating effects of Hurricane Laura. He coordinated and provided support during debris monitoring and disposal operations throughout the state.

State of South Carolina – Multiple Communities, Tornado Recovery Operations, 2020 | Mr. Carlyle served as the regional manager during mobilization in response to an unprecedented number of tornados affecting the state. Following the tornado outbreak, Mr. Carlyle managed multiple projects overseeing debris removal operations and debris site quality control.

State of South Carolina – Multiple Communities, Hurricane Dorian Recovery operations, 2019 | Following the effects of Hurricane Dorian, an extremely powerful Category 5 hurricane, Mr. Carlyle served as the regional manager for multiple clients across the state. Mr. Carlyle provided program oversight, order preparation and quality assurance measures.

Jefferson County & Orange County, Texas, Tropical Storm Imelda Disaster Recovery Operations, 2019 | Mr. Carlyle served as regional manager on behalf of Jefferson County and Orange County, Texas following the devastating effects of Tropical Storm Imelda. The storm caused wide-spread flooding and produced large quantities of debris throughout the state. Mr. Carlyle assisted the counties in the removal and substantiation of over 100,000 cubic yards of debris.

Lee County, Alabama, Tornado Disaster Recovery Operations, 2019 | Mr. Carlyle served as the project manager for Lee County after it was impacted by one of the most fatal and highly destructive tornadoes in recent history. Mr. Carlyle was able to mobilize to the County within hours of a notice to proceed and began immediate coordination with local, state and federal officials. Mr. Carlyle worked closely with the County and the County's debris hauler to develop a debris removal strategy and schedule.

Southwest Georgia – Multiple Communities, Hurricane Michael Response and Disaster Recovery, 2018 – 2019 | Hurricane Michael was an extremely destructive Category 5 storm that impacted multiple states across the panhandle including Georgia. Mr. Carlyle served as a regional manager under a team providing debris monitoring and documentation under the United States Army Corps of Engineers. Mr. Carlyle oversaw field operations and served in a client liaison role.

State of Florida – Multiple Communities, Hurricane Irma Recovery and Debris Removal Monitoring, 2017 – 2018 | Mr. Carlyle served as regional manager on behalf of nearly 20 cities and counties in the state of Florida following the impacts of Hurricane Irma. As regional manager, Mr. Carlyle was responsible for communicating with City and County administrators, scheduling debris removal operations, overseeing training, project staffing and data management, ensuring that debris and documentation remains accurate, representing clients in meetings with State and Federal officials, and coordination between County and City/Town government.

State of Texas – Multiple Communities, Hurricane Harvey Disaster Debris Monitoring & Recovery Services, 2017 – 2018 | Mr. Carlyle served as the regional manager for disaster debris removal monitoring in multiple cities and counties following Hurricane Harvey. Mr. Carlyle worked directly with impacted Cities, Counties, and respective communities, scheduling debris removal operations and task orders, and communicating all project matters related to the counties, cities, and towns to City and County staff.

Beaufort County, South Carolina, Hurricane Matthew Recovery Operations & DDMP Development, 2016 – 2017 | Mr. Carlyle has maintained a relationship with the County for nearly a decade. He worked closely with the County to provide support during annual trainings and assisted in the development of the County's Disaster Debris Management Plan (DDMP). Following Hurricane Matthew in 2016, Mr. Carlyle served as the project manager on behalf of the county and oversaw debris removal operations including the removal of over 1.7M cubic yards of debris and the removal of over 62,000 Hazardous hanging limbs and leaning trees. In addition, he successfully oversaw a waterway debris and vessel removal program.

State of South Carolina – Multiple Communities, Winter Storm Pax Disaster Recovery, 2014 | In February of 2014 Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Mr. Carlyle worked with multiple county and local governments to establish debris removal and incident response plans in order to begin responding to residential and community needs. Mr. Carlyle created debris removal and monitoring programs with communities that had no preposition contract or plans in place.

City of Sioux Falls, South Dakota, Severe Winter Storm Recovery Operations, 2013 | The City was severely impacted by a severe winter storm in the spring of 2013 causing damage and hazardous debris. Mr. Carlyle served as the project manager overseeing the deployment and activation of staffing and equipment resources. Mr. Carlyle also assisted the City in utilizing unique mapping parameters and reporting protocols. Nearly 30,000 hazardous hanging limbs were removed from the City.

Bastrop County, Texas, Wildfire Recovery Services, 2011 – 2012 | Mr. Carlyle served as the project manager following devastating wildfires that impacted the County. Mr. Carlyle led a team of experts who expedited project worksheets, maintained FEMA compliant documentation and initiated a private property debris removal program.

City of Waveland, Mississippi, Hurricane Katrina Disaster Recovery & Private Property Debris Removal, 2006 | The City was severely impacted by Hurricane Katrina and suffered widespread damage. Mr. Carlyle served as the project manager on behalf of the City and oversaw right-of-way debris removal operations, the removal of hazardous leaning and hanging limbs and trees, City parks debris removal operations, and private property debris removal projects.

TRAINING & CERTIFICATIONS

- IS-100: Introduction to ICS
- IS-120: Introduction to Exercises
- IS-00556: Damage Assessment for Public Works
- IS-00559: Local Damage Assessment
- IS-00634: Introduction to FEMA's Public Assistance Program
- IS-700: Introduction to NIMS
- Homeland Security Exercise and Evaluation Program (HSEEP) Certified

Oliver Yao

Vice President

FIRM

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EDUCATION

BA: Economics
MBA: Management and Finance

EXPERIENCE

16 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)

Mr. Yao has 16 years of experience providing program management and oversight of disaster response and recovery projects throughout the United States. His experience spans recovery efforts following hurricanes, tornadoes, ice storms, wildfires, and other debris generating incidents. Mr. Yao is a subject matter expert in FEMA Public Assistance criteria and documentation standards and has overseen the data management and documentation of over 116 million cubic yards of debris over the course of his career.

PROJECT EXPERIENCE

CalRecycle, Wildfire 2021 | Mr. Yao served as a senior manager and supported project controls for the 2021 Wildfire structural debris and hazard tree assessment and removal program. The program consisted of two divisions, the North Division which included the counties of Lassen, Plumas, Siskiyou, Tehama, and Trinity; and the Central Division which included the counties of Alpine, El Dorado, Placer, Nevada, and Lake. Mr. Yao supported project setup including workplans, staffing, and data documentation and reporting.

Louisiana, Hurricane Ida Program Management, 2021 | Mr. Yao Provided senior management oversight and project controls for 11 projects within the State of Louisiana including St. John the Baptist, St. James, Iberville, and St. Helena Parishes. Mr. Yao's senior oversight included over 4.7 million cubic yards and over 82,000 hazardous trees from the 11 combined projects.

CalRecycle, North Branch Fires 2020 | Mr. Yao provided senior management oversight and project controls for the North Branch Fires which included the Counties of Butte, Siskiyou, Shasta, and Trinity. Mr. Yao supported project setup, staffing, data management, financial accounting, and project controls and reporting.

Louisiana, Hurricanes Delta and Zeta Program Management, 2020 | Hurricanes Delta and Zeta were two late season hurricanes that impacted Louisiana. Mr. Yao provided senior

management oversight and project controls for six projects including Acadia and St. Martin Parish. The response and recovery operations for Hurricanes Delta and Zeta were completed on average within 30 days and totaled 167,000 CY of debris and 3,800 hazardous trees.

Baldwin County, Alabama, Hurricane Sally Program Management, 2020 | Hurricane Sally impacted the State of Alabama as a strong Category 2 hurricane and caused extensive damages to Baldwin County. Mr. Yao served as part of the senior management team and supported project setup, documentation, staffing, reporting, and project controls. The project resulted over 4.4 million cubic yard of debris and over 46,000 hazardous trees and stumps. Mr. Yao also supported the County in responding to FEMA requests for information and supporting documentation.

Louisiana, Hurricane Laura Program Management, 2020 | Hurricane Laura impacted the State of Louisiana as a destructive category 4 hurricane. Mr. Yao served as senior leadership and oversaw project setup, documentation, staffing, and project controls for 15 clients in Louisiana. Work included the City of Lake Charles, Calcasieu Parish, the City of Sulphur, Allen Parish, Vermillion Parish, and the City of Alexandria to name a few. Mr. Yao's senior oversight included over 15.3 million cubic yards and over 130,000 hazardous trees from the 15 combined projects. Mr. Yao also supported the two Private Property Debris Removal programs for Calcasieu Parish and the Town of Vinton.

CalRecycle, Camp Fire, 2019 | The Camp Fire Incident destroyed over 13,000 structures. Mr. Yao served as a senior manager supporting project setup, staffing, data management, financial accounting, and project controls. This program resulted in the documentation of over 3.6 million tons of structural debris.

Florida, Hurricane Michael Program Management, 2018 | Hurricane Michael impacted the Florida panhandle region as a Category 5 hurricane. Mr. Yao provided management and data oversight for 11 projects in Florida including Bay County, Franklin County, Wakulla County and the cities of Lynn Haven, Springfield, and Callaway. Mr. Yao supported the oversight and documentation of over 5.5 million cubic yards and over 21,000 hazardous trees.

Georgia, Hurricane Michael Program Management, 2018 | In addition to impacting the State of Florida, Hurricane Michael also severely impacted the State of Georgia. The United States Army Corps of Engineers (USACE) was activated to coordinate debris removal in 13 counties. Mr. Yao served as a senior manager and was responsible for project setup, controls, reporting, and staffing. In total, over 3.4 million cubic yards of debris was documented and collected.

Florida, Hurricane Florence Program Management, 2018 | Hurricane Florence was a powerful and long-lived hurricane that severely impacted North Carolina. Mr. Yao served as a senior manager and help oversee 15 projects within the State of North Carolina including Onslow County, Craven County, Lenoir County, and the City of New Bern. Mr. Yao supported the documentation of over 1.3 million cubic yards of debris and over 14,000 hazardous trees.

Florida, Hurricane Irma Program Management, 2017 | Hurricane Irma was an unprecedented storm that impacted almost the entire State of Florida. Mr. Yao supported documentation and reimbursement for clients throughout the State of Florida. Mr. Yao also supported final invoicing and the response to requests for information by FEMA for multiple projects.

Florida, Hurricane Matthew Program Management, 2016 | Hurricane Matthew impacted the east coast of Florida. Mr. Yao served as a senior manager and data management coordinator 21 projects including the counties of Volusia, Flagler, St. Johns, and Brevard County. Mr. Yao supported the documentation and data management of over 3.2 million cubic yards of debris.

South Carolina, Hurricane Matthew Program Management, 2016 | Mr. Yao served as a senior manager and data management coordinator for over 11 projects in South

Carolina including Beaufort County and the Town of Hilton Head Island. Mr. Yao supported the documentation and reporting of over 4.4 million cubic yards of debris.

Texas, Severe Storms, Tornadoes, Straight-Line Winds and Flooding Program Management, 2015 | Mr. Yao served as a senior manager and data management coordinator for the City of Houston, Hays County, and Caldwell County following severe storms and flooding that resulted in a disaster declaration. Mr. Yao supported project documentation and reporting.

Alabama, Severe Storms and Tornadoes Program Management, 2014 | Mr. Yao served as a senior manager and data management coordinator for the counties of Blount and Limestone. Mr. Yao supported documentation, data management, and reporting deliverables for the projects.

New Jersey Department of Environmental Protection, Hurricane Sandy, 2012 | Mr. Yao served as a senior manager and data management coordinator for NJDEP waterways debris removal program. This program included the removal of submerged and partially submerged hurricane debris as well as sediment removal that was a result of the hurricane.

North Carolina, Hurricane Irene Data Management, 2011 | Mr. Yao served as a senior data manager and was responsible for the coordination, data management, reporting, and invoice reconciliation of 11 projects following Hurricane Irene. Mr. Yao supported the data management and project reporting of over 1 million cubic yards combined.

City of New Orleans, Hurricane Katrina Data Management, 2011 | Mr. Yao served as a senior data manager and was responsible for the coordination, data management, reporting, and invoice reconciliation of over 1,700 residential structural demolitions that were a result of Hurricane Katrina.

Texas, Hurricane Ike Data Management, 2008 | Mr. Yao served as a senior data manager and was responsible for the coordination, data management, reporting, and invoice reconciliation of multiple projects including the City of Houston, City of Galveston, and Galveston County.

Jonathan Clark

Senior Closeout Specialist / FEMA Consultant

FIRM

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EXPERIENCE

16 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) | FEMA Hazard Mitigation Grant Program (404 and 406) | HUD CDBG Disaster Recovery | ROE / PPDR Removal Programs

Jonathan Clark is a multifaceted emergency management leader with a broad and diverse set of experience. He has served in critical logistics roles and applied this experience to emergency management planning. He has a wealth of training and experience in acquisition and accountability making Jonathan a strong resource for procurement review. Mr. Clark has demonstrated capabilities in applying technology concepts to the emergency management environment.

PROJECT EXPERIENCE

City of Fort Lauderdale, Florida, Hurricane Irma and COVID-19, 2017 - 2020 | During Hurricane Irma, the City incurred damages to its beaches, parks, buildings and utility infrastructure. Mr. Clark processed category A and B claims totaling more than \$25 million as well as multiple permanent work projects, including categories E, F and G, to restore damaged buildings, utilities and parks. Mr. Clark is also assisting the city with its' COVID-19 pandemic response efforts which includes approval of a temporary non-congregate shelter to house vulnerable residents of the community.

Volusia County, Florida, Hurricane Irma, 2017 - 2020 | Following Hurricane Irma, Mr. Clark assisted Volusia County, FL with the preparation of PWs for both emergency and permanent work. The County suffered widespread damages generating more than 750,000 cubic yards of debris and destroying County infrastructure such as buildings and equipment. In total Mr. Clark prepared project worksheets totaling nearly \$20 million in eligible FEMA PA damages. Additionally, Mr. Clark provided consultation regarding hazard mitigation opportunities to limit the potential damage during future disasters.

City Denham Springs, Louisiana, Severe Flooding FEMA PA, HUD CDBG-DR and Hazard Mitigation Consulting, 2016 - 2020 | Severe storms and flooding left over 1,000 homes severely damaged and public infrastructure devastated, including a destroyed City Hall and over one dozen lift stations

in Denham Springs, LA. Mr. Clark is supporting the City in developing FEMA PA and Hazard Mitigation documentation to substantiate over \$12 million in disaster recovery costs. Mr. Clark is also managing the City's HUD CDBG-DR claims, which will provide funding for the non-federal share of the FEMA PA project costs.

South Carolina Department of Transportation (SCDOT), Severe Flooding FEMA PA Consulting, 2015 -2016 | Mr. Clark served as a FEMA PA grant administration consultant for the SCDOT. Mr. Clark prepared both large and small projects for approximately 100 roads and bridges throughout the State. In this role, Mr. Clark has conducted site visits with SCDOT engineers, State representatives and FEMA staff and provided policy guidance and consulting support to maximize reimbursement for the SCDOT. Additionally, Mr. Clark identified mitigation opportunities and prepared Section 406 hazard mitigation requests to further strengthen SCDOT's infrastructure.

New York State Office of Emergency Management, Hurricane Sandy FEMA PA Consulting, 2012 - 2014 | Mr. Clark assisted multiple Long Island applicants in a grantee role as part of the NYSOEM team. His duties included documentation collection and review, project worksheet development, and program management of FEMA PA applicants' large projects.

Emergency Management Consultant, 2011 - 2012 | As an Emergency Management Consultant, Mr. Clark coordinated and assisted federal, state and local emergency management

agencies with developing Emergency Response, Multi-Hazard Functional, and/or Mitigation Plans in accordance with Federal and State requirements. His responsibilities include coordinating and assisting federal, state and local emergency management agencies with developing Continuity of Operations, Continuity of Government, Business Continuity Plans, and emergency communication and notification plans and procedures, in accordance with Federal and State guidelines. In addition, Mr. Clark coordinated and assisted in the design, development, facilitation and evaluation of tabletop, functional and full-scale exercises. Develop, define, establish correlation and maintain metrics. Through this valuable experience, he often interfaces and communicates with clients to execute project plans and prepare project deliverables to meet client expectations.

Planning Section Chief 2010-2011 | Mr. Clark served as acting Branch Planning Chief. In this position, he collected and organized incident status and situation information as defined within ICS. This involved coordinating, evaluating, analyzing, and displaying information for supervisory managers. In addition, Mr. Clark was responsible for developing, defining, establishing, correlating, and maintaining performance metrics. Other duties included plan, establish and maintain mission assignments, goals and benchmarks for operational planning.

FEMA, Ground Support Unit Lead (Coordinating and Planning) 2005-2009 | While at FEMA, Mr. Clark planned, coordinated, and managed staff and resources as Deputy Logistic Chief Understudy. He also evaluated and analyzed resources and market trends and research. Other responsibilities at FEMA included:

- Federal Equipment Manager: Includes maintenance, tasking, mobilization, and installation.
- Acting Program Analyst: Created and evaluated logistic operational plans and statistical reports.
- Project Manager: Maintained oversight on special projects and departmental budgets.
- Contracting Officer: Technical Representative managing contracts of more than 5 million USD.
- Resource, Supply, Documentation and Procurement Supervisor
- ICS Team Lead for logistics during Federal response of Gustav and Ike operations.

- Transportation of Hazardous Materials (DOT), Oklahoma State University at Tulsa
- Management of Solid and Hazardous Waste (RCRA), Oklahoma State University at Tulsa
- RS Means Construction Cost Estimating Concepts
- Executive Certificate Certified Professional Project Manager (CPPM), St. Thomas University, Minneapolis MN
- FEMA E0930, Local ICS Management Course
- Construction Management Certificate, Fordham University (in progress)

TRAINING & CERTIFICATIONS

- Environmental Management, Oklahoma State University at Tulsa

Daniel Gardner

Vice President / Data Operations

FIRM

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EDUCATION

BSBA: Management Information Systems
MBA: Finance and Management

EXPERIENCE

14 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FEMA Severe Repetitive Loss Program | CDBD Disaster Recovery | CDBG Housing

Mr. Gardner has served a program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately \$160 million. His extensive understanding of the eligibility requirements, regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement. He provides oversight throughout grant and project implementation and is intimately familiar with such activities as application development, public outreach, environmental review, vendor procurement, project and process monitoring, fair housing and Davis Bacon compliance, project closeout and program audits.

Mr. Gardner has assisted clients obtain funding from multiple federally funded grant programs including the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program and the FEMA Hazard Mitigation Grant Program (HMGP).

PROJECT EXPERIENCE

Grant Parish, Louisiana, Hurricane Laura Disaster Recovery Operations, 2020 - 2021 | Mr. Gardner served as the Data Manager overseeing all data operations for Grant Parish following the severe effects of Hurricane Laura. He was responsible for daily ticket reviews, data reconciliation and validation, daily reporting and contractor invoice tracking. Overall, Thompson has monitored and documented the removal of over 1.1M cubic yards of debris from the Parish.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Following the devastating impacts of the storm DTOP selected Thompson to perform debris monitoring services in three DTOP zones. Mr. Gardner served as Data Manager and was responsible for overseeing all daily ticket review, detailed road review and daily reporting. In addition, Mr. Gardner performs all contract review and invoice reconciliation.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 | Mr. Gardner served as the lead Data

Manager overseeing Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously within the State. Mr. Gardner was responsible for all QA/QC activities as well as contractor invoice reconciliation. Thompson substantiated more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew, Data Management Operations, 2016 - 2017 | Mr. Gardner oversaw Thompson's data management operations, to include daily reporting, ticket/data review and invoice reconciliation for all projects activated as a result of Hurricane Mathew. Following the hurricane, Thompson was activated in five (5) states and 23 unique clients simultaneously. Managing a team of data administrators, Mr. Gardner ensured each client received customized daily reporting within 24 hours of debris removal operations beginning. He also worked closely with eight (8) different debris contractors to review and reconcile debris removal invoices and provide payment recommendations to each client. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

South Carolina Department of Transportation, Severe Flooding Statewide Response, 2015 - 2016 | The SCDOT activated Thompson to provide debris removal monitoring services in 11 counties throughout the State following severe storms and flooding. Mr. Gardner served on the on-site project kickoff team and managed the data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data and produced reports for the Counties including a daily summary, cost estimation and contractor summary.

Putnam, Fentress and Overton Counties, Tennessee, Severe Winter Storm, 2015 | Mr. Gardner served on the on-site project kickoff team and managed the data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data and produced reports for the Counties including a daily summary, cost estimation and contractor summary. Additionally, Mr. Gardner worked with the debris hauler to reconcile all project data for invoicing and provided payment recommendations to the Counties. All data was submitted to FEMA in a Project Worksheet ready package for immediate review and submission for reimbursement.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 | In February of 2014 Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Gardner managed the Thompson data management team responsible for validation and reporting of all project data. He was also responsible for data reconciliation and contractor invoicing. Thompson monitored, documented, and substantiated reimbursement for the removal of 2,000,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

City of Hoboken, NJ, Emergency Operations Planning, Debris Monitoring, and FEMA PA Consulting, Hurricane Sandy 2012-2013 | The City of Hoboken was severely impacted by Hurricane Sandy, experiencing widespread flooding throughout the majority of the City. Mr. Gardner assisted with the oversight and coordination of debris removal operations immediately following the hurricane, and served as the Senior Grant Consultant during preparation the City's FEMA Project Worksheets.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1

strength winds and 24 hours of sustained rainfall. Mr. Gardner served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a \$1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

City of Tuscaloosa, Alabama, Public Assistance and Long Term Recovery Grant Program, 2011 | The City of Tuscaloosa was impacted by multiple large and small tornadoes in April, 2011. The largest tornado flattened a one mile by six mile swath of the City causing an estimated \$85M in damage. Critical infrastructure was damaged and hundreds of residents lost their homes and property during the event. Mr. Gardner aided the City secure federal funding across several grant programs including CDBG, to assist with the rebuilding of lost public housing while focusing on the goal of energy efficiency and sustainability.

TRAINING & CERTIFICATIONS

- Homeland Security Exercise and Evaluation Program (HSEEP)
- FEMA IS-31: Mitigation eGrants System for the Grant Applicant
- FEMA IS-100a: Introduction to the Incident Command System
- FEMA IS-208a: State Disaster Management
- FEMA IS-230: Principles of Emergency Management
- FEMA IS-253: Coordinating Environmental and Historic Preservation Compliance
- FEMA IS-279: Retrofitting Flood Prone Residential Structures
- FEMA IS-386: Introduction to Residential Coastal Construction
- FEMA IS-559: Local Damage Assessment
- FEMA IS-631: Public Assistance Assessment
- FEMA IS-632: Introduction to Debris Operations in FEMA's PA Program
- FEMA IS-634: Introduction to FEMA's Public Assistance Program
- FEMA IS-700a: National Incident Management System (NIMS) An Introduction
- FEMA IS-922: Applications of GIS for Emergency Management

Wesley Holden

Senior Vice President / ADMS Operations

FIRM

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EDUCATION

BS: Management Information Systems

EXPERIENCE

18 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406)

Mr. Holden has 18 years of experience providing data management and disaster recovery software application development for disaster response and recovery efforts throughout the United States for a broad range of local and state government clients.

PROJECT EXPERIENCE

Iowa, Midwest Derecho Disaster Recovery Response, 2020 - 2021 | Following an unprecedented derecho that caused devastating damage statewide, Thompson was activated by the Iowa Department of Homeland Security and Emergency Management and the City of Bertram to provide debris removal monitoring services. Mr. Holden was responsible for overseeing the deployment of all equipment and personnel needed to begin debris monitoring operations and provided oversight of the implementation of Thompson's automated debris management system (ADMS). Overall, Thompson monitored the removal of over 425,000 cubic yards of debris resulting from the derecho event.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 | Mr. Holden oversaw Thompson's ADMS deployment during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Holden ensured all projects had the equipment and personnel necessary to perform monitoring operations utilizing Thompson's ADMS for all projects and programs. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017 | Mr. Holden oversaw Thompson's ADMS deployment in five (5) states and 23 unique clients simultaneously as a result of Hurricane Matthew. He assigned and managed a team of ADMS operators across all projects.

This effort included the setup, distribution and management of more than 500 ADMS handheld and hip printer units which enable real-time data collection of debris monitoring operations. Overall, Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

Chatham County, Georgia, Hurricane Matthew Recovery Operations, 2016 - 2017 | Mr. Holden served as the project manager for debris removal monitoring services on behalf of Chatham County following Hurricane Matthew. He worked closely with the County and the debris removal contractor to ensure right-of-way (ROW), hazardous tree and limb, and private property debris removal (PPDR) programs were performed efficiently and in accordance with federal and state regulations. Thompson substantiated the removal of over 1,400,000 cubic yards of vegetative debris.

South Carolina Department of Transportation, Severe Flooding, 2015 | Following severe statewide flooding in South Carolina, SCDOT contracted Thompson to provide debris removal monitoring services in 11 counties throughout the State. Mr. Holden provided oversight of the implementation of Thompson's automated debris management system (ADMS), the Thompson Data Management Suite, and our handheld field units, TDMSmobile across all projects throughout the State.

Mississippi Department of Transportation, Road Sign Tracking Analysis, 2015 | The Mississippi Department of Transportation (MDOT) contracted Thompson to conduct an analysis of current roadway sign shop operations, systems

integration of roadway sign shop operations, field maintenance operations, data gathering, and creation of standard operating procedures of roadway sign creation and maintenance. Mr. Holden served as Project Manager and ensured project deliverables were completed and presented to MDOT stakeholders in accordance with the project task order.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 | Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Holden provided oversight of the implementation of Thompson's automated debris management system (ADMS), the Thompson Data Management Suite, and our handheld field units, TDMSmobile. Overall Thompson deployed 450 units to document and substantiate reimbursement for the removal of an over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees throughout the State.

Town of Babylon, New York, Hurricane Sandy Recovery Operations, 2012 -2013 | Following the devastating landfall of Hurricane Sandy, Mr. Holden provided oversight of the implementation of Thompson's automated debris management system (ADMS), TDMSmobile, which was utilized to track a number of different inventory metrics associated with the Town's debris removal program, including equipment deployed, trucks assigned to different work zones, debris types removed, debris collection locations, and recyclable material recovered.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Holden served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a \$1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Clark County, Indiana, Tornado Recovery Operations, Data Management, 2012 | Mr. Holden managed a team tasked with supporting data entry, document scanning and data management to track and report debris removal operations for Clark County. He was also in charge of debris hauler invoice reconciliation and payment recommendations.

Calhoun County, AL, Tornado Recovery Operations, 2011 | Mr. Holden served as the County's project manager during the disaster debris removal monitoring efforts following the April 2011 tornadoes. He was in charge of overseeing collection operations for the County to ensure that all debris removal and monitoring was within federal regulations.

Texas, Hurricane Ike Data Management, 2008-2009 | Following Hurricane Ike, Mr. Holden managed a team tasked with supporting data entry, document scanning, and data management to track and report debris removal operations for multiple municipalities and counties throughout Texas. At the peak of the engagement, Mr. Holden was tasked with managing the scanning and entry of over 250,000 documents and images per day.

City of New Orleans, FEMA Funded Commercial and Residential Demolition Document Management, New Orleans, LA, 2007-2009 | Between 2007 and 2009, Mr. Holden helped design a software application to electronically store critical field documents that supported a multi-phase process for the identification, historical review, decommissioning, demolition, and disposal of over 1,500 residential and commercial structures located throughout the City of New Orleans.

Mississippi, Hurricane Katrina, Data Management 2005-2007 | Following the devastating impact that Hurricanes Katrina made on the Mississippi coast, Mr. Holden managed a data management operation responsible for inputting, tracking, and reporting the quantities of debris removed and disposed of by the United States Army Corps of Engineers contractors throughout the State of Mississippi.

TECHNOLOGY EXPERTISE

- Enterprise Web, Accounting and Document Management Applications
- ASP.Net, VB.Net, C#, JavaScript, HTML, Visual Studio, Source Control
- SQL Server, T-SQL, Stored Procedures, Index Tuning, Performance Management

Nicole Lehman

Director of Client Services / Program Manager

FIRM

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EDUCATION

BA: Psychology and Spanish

EXPERIENCE

15 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program | CDBG Disaster Recovery | CDBG Housing

Ms. Lehman has 15 years of experience providing grant and program management support and oversight for disaster response and recovery efforts throughout the United States. Following Hurricane Ike, she managed multiple projects for Galveston County and the City of Galveston, the most heavily impacted communities by the storm.

Presenter: **National Hurricane Conference, 2013 – Debris Monitoring and Contracting Training Workshop**

PROJECT EXPERIENCE

Escambia County, Florida, Hurricane Disaster Recovery Operations, 2020 - 2021 | Ms. Lehman served as a program manager during the recovery operations and response by Escambia County following Hurricane Sally. She was responsible for ensuring all projects had the adequate resources necessary for completion, and that all projects were adhering to all federal, state, and local requirements. As the County's stand-by debris monitoring service provider, Ms. Lehman has provided planning support and preparedness services to the County.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2019 | Ms. Lehman served as a program manager overseeing project operations for debris monitoring services in three DTOP designated zones. She was responsible for ensuring all projects were operating in accordance with federal, state and local requirements.

Fort Lauderdale, Florida, Hurricane Irma Disaster Recovery, 2017 | Ms. Lehman served as program manager for Fort Lauderdale's recovery efforts following Hurricane Irma. Thompson monitored the removal of over 600,000 cubic yards of vegetative and construction and demolition debris, as well as the removal of hazardous limbs from 13,000 trees and the complete removal of over 450 hazardous leaning trees. In addition, Thompson implemented a sand recovery and screening operation to return the displaced sand to the public

beaches. She coordinated closely with the City and the debris removal contractors to implement and carry out debris removal programs.

City of Daytona Beach, Florida, Disaster Debris Management Plan Update, 2015 | Ms. Lehman led a planning team in the update of the City's Disaster Debris Management Plan. The update included ensuring the plan met new FEMA policy and procedure guidance as well as a review and update of the City's debris management roles and responsibilities and the debris collection and monitoring strategies.

Alabama Department of Transportation Southwest Region, Disaster Debris Management Plan, 2014 - 2015 | Ms. Lehman assisted in the development and preparation of a Disaster Debris Management Plan (DDMP) for the ALDOT Southwest Region. She worked closely with the Region to develop the debris collection and monitoring strategies included in the plan. In addition Ms. Lehman reviewed debris management site options throughout the Region.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 | Ms. Lehman is currently serving as operations manager for the SCDOT debris removal monitoring mission in Georgetown County. She is in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County.

Georgetown County, South Carolina, Winter Storm Pax Recovery Operations, 2014 | Ms. Lehman served as the operations manager for debris removal monitoring operations in Georgetown County. She was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on County maintained roadways.

City of Hoboken, NJ, Emergency Operations Planning, Debris Monitoring, and FEMA PA Consulting, Hurricane Sandy 2012-2013 | The City of Hoboken was severely impacted by Hurricane Sandy, experiencing widespread flooding throughout the majority of the City. Ms. Lehman has served as the City's Project Manager for debris operations immediately following the hurricane, and PA Consultant in preparing the City's FEMA Project Worksheets. Additionally, Ms. Lehman assisted in the preparation of the City's Emergency Operations Plan, to help prepare the City and all department personnel to respond during future disaster events.

Trinity Bay Conservation District, Texas, FEMA PA Project Worksheet Close-out and Audit Preparation, 2012 | Ms. Lehman served as Grant Management Specialist for the final reconciliation of expenditures to grant funds received for Hurricane Ike bridge and facility replacements. Ms. Lehman organized all supporting documentation for project worksheets and prepared projects for close-out and federal audit.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Ms. Lehman served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA.

Trinity Bay Conservation District, Texas, Disaster Debris Management Planning, 2012 | Ms. Lehman assisted in the development and preparation of a Disaster Debris Management Plan (DDMP) for the Trinity Bay Conservation District in Chambers County, Texas to ensure increased eligibility for federal PA cost-share in accordance with recent changes to FEMA's PA Pilot Program.

City of Tuscaloosa, Alabama, Severe Storms, Tornadoes, Straight-line Winds, and Flooding, 2011 | Ms. Lehman served as project manager for the City of Tuscaloosa, Alabama and ran the FEMA Public Assistance (PA) and assisted the City with the

design and implementation of Housing Demolition Programs following the April 2011 tornadoes that devastated the City and caused an estimated \$85M in damages.

Escambia County, Florida, BP Deepwater Horizon Oil Spill Response, 2010 | Ms. Lehman served as Program Manager of a program designed to minimize the impact that the BP oil spill made on Escambia County's (Pensacola area) beaches, waterways, and tourism. During this effort, over \$1.5 million in claims for oil containment and public outreach were documented and substantiated. Ms. Lehman coordinated and documented the efforts of participating local, state, federal, and private to substantiate the BP claims.

City of Galveston, Texas, Standing Dead Tree Removal Program, Hurricane Ike, 2009-2010 | Following Hurricane Ike, Ms. Lehman monitored a contracted program to remove over 10,000 standing dead trees throughout the City that were killed as a result of saltwater inundation. The monitoring and documentation efforts substantiated over \$3.5 Million in FEMA PA funding. In addition, Ms. Lehman worked with Galveston County to monitor and document over \$62 million worth of debris removal programs including sand removal, vessel recovery, and private property debris removal.

Galveston County/Bolivar, Texas, ROW Debris Removal and Specialized PPDR Programs Following Hurricane Ike, 2008-2009 | Ms. Lehman served as the Project Manager for Galveston County, including the Bolivar Peninsula and eleven cities within the County following Hurricane Ike. Ms. Lehman oversaw disaster debris removal programs and assisted the County with planning and implementing specialized voluntary and involuntary PPDR programs under which debris, sand, vessels, and hazardous materials were removed from over 1500 private properties on the Bolivar Peninsula and mainland Galveston County.

TRAINING & CERTIFICATIONS

- HAWOPER 40-hour Certification
- OSHA 30-hour Certification
- ISO 9000
- Applying for Federal Grants and Cooperative Agreements for Recipients Certificate
- FEMA IS 700.a – National Incident Management Systems (NIMS) an Introduction

Patrick Gardner

GIS Manager

FIRM

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EDUCATION

BS: Marine Science
MS: Fisheries and Aquatic Sciences

EXPERIENCE

9 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B)

Mr. Gardner brings GIS and data management experience from the State University System of Florida. He oversaw data collection and processing for state and federally funded research projects. During this time, he worked both locally and internationally to complete grant deliverables. These deliverables included the creation of publication quality maps and figures which communicated complex spatial data into clear and coherent representations. Most recently, Mr. Gardner assists with data management, invoice reconciliation, and GIS analysis.

PROJECT EXPERIENCE

City of Mobile, Alabama, Hurricane Sally Recovery Operations, 2020 - 2021 | Mr. Gardner served as the GIS manager for the City following Hurricane Sally. He was responsible for coordinating with the City to provide geospatial analysis and maps and figures representing City-wide debris monitoring operations data. Overall, Thompson monitored the removal of over 850,000 cubic yards of debris from the City.

Hurricane Michael, Disaster Recovery Operations, Florida and Georgia, 2018 - 2019 | Mr. Gardner provided GIS and data management services during Thompson's mobilization in response to Hurricane Michael which included over 12 contract activations. Mr. Gardner coordinated with each community to establish eligible roadway maps and was responsible for mapping data points through GIS and providing support to the QA/QC team.

Hurricane Florence, Disaster Recovery Operations, North Carolina, 2018 | Mr. Gardner provided GIS support for all of Thompson's projects following Hurricane Florence, including the NCDOT, Carteret and Cumberland Counties and the City of Jacksonville. Mr. Gardner also provided geospatial analysis utilizing Thompson's drone capabilities to measure and substantiate disaster debris piles.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 | Mr. Gardner provided GIS and data management services during Thompson's state-wide

mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously within the State. Mr. Gardner was responsible for mapping data points through GIS and providing support to the QA/QC team. Thompson substantiated more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Sevier County, Tennessee, Chimney Tops 2 Wildfire, 2016 - 2018 | Mr. Gardner served as the onsite project manager overseeing debris monitoring services for right-of-way tree removal of standing dead trees as a result of the 2016 wildfires which burned over 17,000 acres and destroyed more than 2,400 properties. In addition, Mr. Gardner administered the private property debris removal program established to eliminate hazardous conditions located on private property.

Dare County and included municipalities, North Carolina, Hurricane Matthew, 2016 | Dare County activated Thompson to provide debris removal monitoring services to the county and local municipalities following Hurricane Matthew. Mr. Gardner assisted with data management and invoice reconciliation.

South Carolina Department of Transportation, Severe Flooding Statewide Response, 2015 - 2016 | The SCDOT activated Thompson to provide debris removal monitoring services in 11 counties throughout the State following severe storms and flooding. Mr. Gardner assisted with data reporting and invoice reconciliation tasks throughout the projects.

Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015 | Mr. Gardner assisted with data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data for the Counties. All data was submitted to FEMA in a Project Worksheet ready package for immediate review and submission for reimbursement.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 | In February of 2014, Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Gardner assisted with the data management and invoice reconciliation. Thompson monitored and substantiated reimbursement for the removal of approximately 2,000,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

Brevard County, FL, Hurricane Sandy Beach Renourishment, 2013 - 2014 | Federal funding following Hurricane Sandy provided funding for Beach renourishment on Florida's east coast. While working for Land and Sea Surveying Concepts Inc., Mr. Gardner acted as surveying technician using real-time kinematic GPS to produce 1000 m beach elevation transects before and after sand renourishment.

Environmental Project Experience

Exploration, Habitat Characterization, and Coral Health Assessment in Flower Garden Banks National Marine Sanctuary, 2015 -2016 | Mr. Gardner served as a Research Coordinator at Harbor Branch Oceanographic Institute at Florida Atlantic University. While assisting with this project in the lab, Mr. Gardner used transect photos to characterize habitat on shallow and mesophotic reefs. Field collections included technical diving to 170 fsw collect live coral tissue for RNA sequencing analyses.

Development of Fisheries Independent, Habitat-Based indices of Abundance for Pre-Reproductive Gag Grouper in the Northeastern Gulf of Mexico, 2013 - 2015 | As a research assistant Mr. Gardner performed counts of gag grouper on artificial reefs using closed-circuit rebreathers. He interpreted and classified side scan SONAR data, constructed sampling regimes, validated and analyzed data for use by resource managers, and created publication quality maps in ArcGIS.

Impact of invertebrate grazers on freshwater algae in Kings Bay, FL, 2013 - 2015 | As a research assistant, Mr. Gardner

conducted fieldwork collecting freshwater invertebrate grazers and implemented lab studies to determine grazing rates on freshwater algae.

Reproductive Biology of Invasive Lionfish (Pterois volitans/miles complex) from Little Cayman Island, 2013 - 2014 | Mr. Gardner developed, implemented, and published results determining spawning seasonality, frequency and batch fecundity of invasive lionfish. This project was completed in fulfillment of his master's degree at the University of Florida. (Peer reviewed publication: Gardner PG, Frazer TK, Jacoby CA, Yanong RPE. 2015. Reproductive biology of invasive Lionfish (Pterois volitans) from Little Cayman. Frontiers in Marine Science 2:7).

Assessing Organic Soil Amendments in Saltwater Marsh Restoration, 2007 - 2009 | While a student at Eckerd College, Mr. Gardner served as a research assistant working in the field to collect plant biomass, invertebrate, and water samples. In the lab, he performed sulfide analysis, prepared plant biomass for nitrogen analysis, and composed a research paper on the effects of sulfides on wetland plants. In a supervisory role, he trained volunteers and interns for various project tasks.

TRAINING & CERTIFICATIONS

- Federal Aviation Administration Certified Remote Pilot for Small Unmanned Aircraft Systems
- U.S. Environmental Protection Agency Scientific Diver
- NAUI SCUBA Instructor
- Department of the Interior Motorboat Operations Certification Course
- First Aid, CPR, Oxygen Delivery, and Blood Borne Pathogens
- GIS Applications for Natural Resource Management, Florida Sea Grant

Gary Brooks

Project / Operations Manager

FIRM

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MILITARY EXPERIENCE

United States Marine Corps

EXPERIENCE

17 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) | FHWA ER Program

Mr. Brooks has 17 years of experience managing debris monitoring operations throughout the United States. In addition to Right-of-Way (ROW) debris monitoring programs, Mr. Brooks has worked extensively on large scale debris reduction sites, including a temporary site in Pensacola, Florida that reduced over 1,000,000 cubic yards of Construction and Demolition debris following Hurricane Ivan. Mr. Brooks also has extensive experience Leaner, Hanger, and Stump Removal, Vessel Recovery and Waterways Debris Removal monitoring programs.

PROJECT EXPERIENCE

Escambia County, Florida, Hurricane Sally Disaster Recovery Operations, 2020 - 2021 | Mr. Brooks served as the operations manager overseeing day-to-day operations for all debris monitoring operations including special projects such as public parks debris removal within the County and Private Property Debris Removal (PPDR) efforts. Thompson monitored the collection and removal of over 4.4M cubic yards of vegetative and construction and demolition debris from the County.

Gadsden County, Florida, Hurricane Michael Recovery Operations, 2018 - 2019 | Mr. Brooks served as the operations manager for debris removal monitoring efforts in Gadsden County, Florida, following Hurricane Michael. He was in charge of overseeing day-to-day operations for all monitoring programs including right-of-way (ROW) debris removal and hazardous tree and stump removal on County maintained roadways. Overall, approximately 1.5M cubic yards of debris was collected from the County.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Mr. Brooks served as the operations manager overseeing day-to-day debris removal monitoring operations from the North DTOP Zone.

Solid Waste Authority of Palm Beach County (SWA), Hurricane Irma, 2017 - 2018 | Mr. Brooks served as the project manager to coordinate debris monitoring and disposal operations throughout the County including performing

monitoring services for 18 communities within the County and documenting all disposal loads brought to the SWA's landfills. Overall, Thompson provided the substantiation for more than 3M cubic yards of debris as a result of Hurricane Irma.

South Carolina Department of Transportation, Hurricane Matthew Recovery Operations, 2016 - 2017 | Mr. Brooks served as project manager for debris removal monitoring services on behalf of SCDOT following Hurricane Matthew. Mr. Brooks oversaw debris monitoring operations in seven counties, including Colleton, Darlington, Florence, Horry, Orangeburg, Sumter and Williamsburg. These operations substantiated the removal of over 956,000 cubic yards of vegetative debris.

South Carolina Department of Transportation, Lexington and Richland Counties, South Carolina, Severe Flooding Recovery Operations, 2015 | Mr. Brooks served as operations manager for debris removal monitoring in Lexington and Richland Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

Putnam County, Tennessee, Severe Winter Storm Recovery Operations, 2015 | Mr. Brooks served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Putnam County. The County performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 | Mr. Brooks

served as the operations manager for the SCDOT debris removal monitoring mission in Williamsburg County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County.

Alabama State Port Authority, Hurricane Isaac Recovery, Wetland Debris Removal Monitoring, 2013 | Mr. Brooks served as operations manager and field supervisor overseeing the debris removal monitoring effort in the ASPA Arlington Park wetlands in Mobile, AL. Debris impacting the 27-acre wetlands consisted of an up to four foot thick layer of logs and wood debris carried into the park by the storm surge in late August 2012. The FEMA-funded debris program involved specialized, low-impact debris removal techniques in accordance with the United States Corps of Engineers permit. A total of 771 cubic yards of debris was successfully removed, allowing for the recovery of the wetlands.

Denham Springs, Louisiana, Hurricane Isaac Recovery Operations, 2012 | Mr. Brooks served as an operations manager for debris removal monitoring efforts on behalf of Denham Springs following the landfall of Hurricane Irene. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance and debris removal operations and right-of-way collection of over 9,300 CY of vegetative and construction and demolition (C&D) debris throughout the affected areas.

Clark County, Indiana, Tornado Recovery Operations, 2012 | Mr. Brooks served as an operations manager for debris removal efforts following the devastating February severe weather incident which swept through the County and surrounding areas. He was in charge of overseeing day-to-day operations for all monitoring staff throughout the County.

City of Portsmouth, Virginia, Hurricane Irene Recovery Operations, 2011 | Mr. Brooks served as field supervisor overseeing disaster debris removal operations for the City of Portsmouth, VA following Hurricane Irene. The recovery efforts included the collection and removal of over 50,000 cubic yards of debris from the City.

Alabama Department of Conservation and Natural Resources, Tornado Debris Removal Monitoring, 2011 | The devastating tornados in the spring of 2011 ripped through the State of Alabama and ravaged two of the state parks. Mr. Brooks served as the parks field supervisor to oversee field monitors tasked to monitor the removal and reduction of thousands of damaged trees in compliance with FEMA 325 and 327 guidelines.

City of Baytown, Texas, Hurricane Debris Removal Monitoring, 2008 | In 2008, Mr. Brooks served as the field project manager on the City of Baytown debris monitoring effort. Mr. Brooks' monitoring team oversaw, monitored, and documented the removal of over 1,000,000 cubic yards of storm debris by two prime contractors. Mr. Brooks also coordinated with the City, State, and FEMA to monitor the removal of derelict vessels displaced by the Hurricane Ike storm surge onto public property.

Town of Amherst, New York, Snow Storm Debris Removal Monitoring, 2006 | Following an unusual snow storm that collapsed the pre-fall vegetative canopy in Western New York in 2006, Mr. Brooks served as a field operations supervisor for the Town of Amherst's debris removal monitoring program. The effort monitored, documented, and secured FEMA funding for the removal of over 900,000 cubic yards of vegetative storm debris as well as damaged trees, and hanging limbs from the Town's Right-of-Way.

Escambia County, Florida, Hurricane Debris Disposal Monitoring, 2004 | Following the devastating impact that Hurricane Ivan made on Escambia County, Mr. Brooks served as the Debris Management Site (DMS) manager for Bronson Field, a former U.S. Military base that served as the largest DMS to support Escambia County's debris removal program. County-wide, three prime contractors removed nearly 8,000,000 cubic yards of vegetative and construction and demolition debris, nearly 30% of which was processed and reduced at Bronson Field.

TRAINING & CERTIFICATIONS

- Occupation Safety and Health Administration (OSHA) 30-hour Construction Safety
- Occupation Safety and Health Administration (OSHA) 10-hour Construction Safety
- Federal Emergency Management Agency (FEMA) IS-700a – NIMS An Introduction

Raul Cardenas

Project / Operations Manager

FIRM

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EDUCATION

BA: Political Science
MA: Liberal Studies – Political Theory

EXPERIENCE

17 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program

Mr. Cardenas has 17 years of experience supporting and managing debris monitoring operations throughout the United States. He has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

PROJECT EXPERIENCE

City of Mobile, Alabama, Hurricane Sally Disaster Recovery Operation, 2020 - 2021 | Hurricane Sally inundated the Gulf Coast with heavy rains and damaging winds causing large amount of disaster debris. Mr. Cardenas served as the operations manager for the City and monitored all debris removal operations including right-of-way (ROW) removal projects and hazardous tree and limb removal projects. Overall, Thompson monitored the removal of over 848,000 cubic yards of debris from the City.

Aransas County, Texas, Hurricane Harvey Recovery Operations, 2017 – 2018 | Mr. Cardenas served as the project operations manager for debris removal monitoring services on behalf of Aransas County following Hurricane Harvey. Mr. Cardenas oversaw day-to-day operations of the extensive right-of-way (ROW), parks, and private property debris removal (PPDR) programs. Thompson substantiated the removal of over 2.8 million cubic yards of vegetative debris.

Chatham County, Georgia, Hurricane Matthew Recovery Operations, 2016 – 2017 | Mr. Cardenas served as senior operations manager for debris removal monitoring services on behalf of Chatham County following Hurricane Matthew. Mr. Cardenas oversaw day-to-day operations of the extensive right-of-way (ROW), hazardous tree and limb, and private property debris removal (PPDR) programs. Thompson substantiated the removal of over 1,400,000 cubic yards of vegetative debris.

City/Parish of East Baton Rouge, Louisiana, Severe Flooding, ROW and PPDR Program Management, 2016 - 2017 | Mr.

Cardenas served as a senior field supervisor for debris removal monitoring efforts on behalf of the City/Parish. He assisted in daily field operations for all monitoring programs including right-of-way (ROW) debris removal and an extended ROW Private Property Debris Removal (PPDR) program. To date over 1.8 million cubic yard of construction and demolition debris have been collected and more than 1,450 applicants participated in the extended ROW PPDR program.

South Carolina Department of Transportation, Dorchester and Berkeley Counties, South Carolina, Severe Flooding Recovery, 2015 | Mr. Cardenas served as operations manager for debris removal monitoring in Dorchester and Berkeley Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 | Mr. Cardenas served as the operations manager for the SCDOT debris removal monitoring mission in Marion County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County. County-wide, nearly 500,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned. In addition, nearly 45,500 hazardous trees were addressed.

Marion County, South Carolina, Winter Storm Pax Recovery Operations, 2014 | Mr. Cardenas served as the operations manager for debris removal monitoring operations in Marion

County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners, hangers on County maintained roadways.

Virginia Department of Transportation (VDOT), Hurricane Irene Recovery Operations, 2011 | Mr. Cardenas served as field supervisor overseeing disaster debris removal operations in the Richmond and Fredericksburg VDOT Districts which included six different residencies across the eastern part of state. The recovery efforts included the collection and removal of over 450,000 cubic yards of debris.

MEMA, Hurricane Deployment, Hurricane Katrina, 2005-2007 | Mr. Cardenas worked as part of a disaster recovery team contracted by MEMA following Hurricane Katrina. The team was responsible for conducting damage assessments, reviewing Right-off-Way collection and disposal operations and the permitting of temporary debris sites. In addition, Mr. Cardenas would review leaner and hanger debris removal programs, private property debris removal programs, and other specialized debris removal programs performed by local governments and the United States Army Corps of Engineers to closely monitor compliance, eligibility, and proper documentation.

South Florida, Hurricane Deployment, Hurricanes Charley, Frances and Jeanne, 2004-2005 | Mr. Cardenas was a part of a response team to provide immediate on-site assistance and a wide range of disaster recovery management and storm debris clean-up monitoring services to aid multiple South Florida communities in making a quick recovery. Mr. Cardenas was assigned to multiple municipalities in Broward County, where he oversaw collection and disposal operations performed at County Debris Management Sites. In addition, Mr. Cardenas provided Quality Assurance/Quality control over municipal debris being disposed of and reduced at County Temporary Debris Management Sites.

TRAINING & CERTIFICATIONS

- OSHA 29 CFR 1910.120 40-Hour HAZWOPER Training
- OSHA 29 CFR 1910.120 8-Hour Refresher Trainings
- National Safety Council Defensive Driving Training
- TSCA Title II 24-Hour Asbestos Inspection and Assessment Training
- FEMA IS 700a. – National Incident Management System, An Introduction

Connie Stewart

Field Operations Supervisor

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EXPERIENCE

17 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program

Ms. Stewart has 17 years of experience supporting and managing debris monitoring operations throughout the United States. She has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

PROJECT EXPERIENCE

Alabama Department of Transportation (ALDOT), Hurricane Sally Disaster Recovery Operations, 2020 - 2021 | Hurricane Sally inundated the Gulf Coast with heavy rains and destructive winds causing a large amount devastating debris. Ms. Stewart served as the operations manager for ALDOT and oversaw debris removal operations such as right-of-way (ROW) debris removal programs and hazardous tree/limb removal on ALDOT maintained roadways. Overall, more than 2.4M cubic yards of debris was monitored, collected, and removed.

Jackson County, Florida, Hurricane Michael, 2018 - 2019 | Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the County following Hurricane Michael. The County performed right-of-way (ROW) debris removal programs, hazardous tree, limb and stump removal, and County parks debris removal projects. Thompson substantiated more than 120,000 cubic yards of debris.

Carteret County, North Carolina, Hurricane Florence, 2018 - 2019 | Following the landfall of Hurricane Florence, Carteret County experienced pervasive damage and extensive flooding. Ms. Stewart served as operations manager overseeing debris removal monitoring operations including right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal throughout the County. Overall, approximately 1.5 million cubic yards of debris was removed from the County.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 | Hurricane Maria is regarded as the worst natural disaster on record to impact

Puerto Rico. Ms. Stewart served as the project coordinator overseeing day-to-day personnel management for various debris programs.

Lee County, Florida, Hurricane Irma Recovery, 2017 - 2018 | Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the Lee County, including the City of Fort Myers and the Town of Fort Myers Beach. The County performed both hazardous tree and limb removal, right-of-way (ROW) and waterway collection programs on County maintained roadways/waterways. Overall, Thompson substantiated more than 2.4 million cubic yards of vegetative debris.

City of Ormond Beach, Florida, Hurricane Matthew Recovery Operations, 2016 - 2017 | Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Ormond Beach following Hurricane Matthew. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways.

Sumter County and City of Sumter, SC, Winter Storm Pax, 2014 | Ms. Stewart served as a project manager and oversaw debris removal monitoring project operations from project inception to closing the local field office. Duties also included hiring, training and managing field supervisors and field monitors.

New York Department of Transportation, Hurricane Sandy, 2012 - 2013 | Ms. Stewart served as a project data manager and disposal site supervisor. Her responsibilities included

overseeing a crew of oil recovery technicians along the shoreline and barrier islands of the Mississippi coast line.

US Army Corp of Engineers, New Orleans, LA, Levee Restoration, 2010- 2011 | Ms. Stewart operated heavy equipment, including trackhoes, dozers and off-road dump trucks in removing and stockpiling clay for the USACE Levee Restoration Mission. In addition, Ms. Stewart served as the site Safety Officer.

Decon Facility, Pascagoula, MS, BP Deep-water Horizon Oil Spill Response, 2010 | Ms. Stewart served as a project manager overseeing a crew of oil recovery technicians along the shoreline and barrier islands of the Mississippi coast line.

Galveston County, TX, Hurricane Debris Removal Monitoring, 2008 | In 2008, Ms. Stewart served as a field operation manager for the Galveston County debris monitoring effort. Ms. Stewart managed a field team responsible for monitoring the removal of debris from the Bolivar Peninsula off of Galveston County.

St. Landry Parish, LA, Hurricane Debris Removal Monitoring, 2008 | Ms. Stewart served as a field operation manager for St. Landry Parish following Hurricane Gustav. Ms. Stewart was responsible for the hiring, training and management of field debris monitors overseeing right-of-way and leaner and hanger debris removal programs.

Norman, Oklahoma, Ice Storm Deployment, 2007 - 2008 | Following a crippling ice storm in Norman, Oklahoma in 2008, Ms. Stewart served as a field supervisor overseeing daily activities of a group of debris removal monitors and ensured project compliance.

Monroe County, Florida, Hurricane Wilma, Waterway Debris Removal 2006 | Ms. Stewart was responsible for hiring, training and managing field monitors to document waterway debris removal and derelict vessel removal programs throughout the Florida Keys. In addition, Ms. Stewart performed canal surveys identifying debris posing potential navigational hazards.

City of Gulfport, MS, Hurricane Katrina, 2005-2006 | Ms. Stewart was responsible for hiring, training and managing field monitors to document a variety of debris removal programs including, right-of-way, saltwater kill tree removal, private property debris removal, hazardous leaning tree and hanging limb removal, and abandoned storm damaged car and boat removal. She also oversaw a special program to provide temporary fencing around swimming pools.

TRAINING & CERTIFICATIONS

- FEMA Professional Development Series (consists of 7 different courses)
- FEMA IS-00005.A An Introduction to Hazardous Materials
- FEMA IS-00100.B Introduction to Incident Command Systems ICS-100
- FEMA IS-00340 Hazardous Materials Prevention
- FEMA IS-631 Public Assistance Operations 1
- FEMA IS-00632.A Introduction to Debris Operations
- FEMA IS-00634 Introduction to FEMA's Public Assistance Program
- FEMA IS-00700.A National Incident Management System (NIMS) An Introduction
- FEMA IS-00703.A NIMS Resource Management
- FEMA IS-00704 NIMS Communications and Information Management
- FEMA IS-00800.B Nation Response Framework, An Introduction
- FEMA IS-00805 Emergency Support Function (ESF) #5 Emergency Management
- FEMA IS-00810 Emergency Support Function (ESF) #10 Oil and Hazardous Materials Response
- OSHA 16 Hour Course #7600 Disaster Site Worker
- OSHA 40 Hour HAZWOPER + 8 Hour Refresher to Stay Current
- OSHA 10 Hour Construction Safety and Health
- OSHA 30 Hour Construction Safety and Health
- OSHA 510 – Construction Safety and Health
- OSHA 500 – Authorized Construction Safety and Health Instructor
- TWIC Card
- Class D CDL

Jeff Hollis

Field Operations Supervisor

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EXPERIENCE

17 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program

Mr. Hollis has 17 years of experience supporting and managing debris monitoring operations throughout the United States. He has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

PROJECT EXPERIENCE

Winn Parish, Louisiana, Hurricane Laura Disaster Recovery Operations, 2020 | Mr. Hollis served as the operations manager for Winn Parish following Hurricane Laura. He oversaw all debris removal monitoring operations including right-of-way debris removal and hazardous tree and limb removal. Overall, 149,000 cubic yards of debris was documented and removed from the Parish.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Mr. Hollis served as the operations manager overseeing day-to-day debris removal monitoring operations from the South DTOP Zone.

City of Santa Fe, Texas, Hurricane Harvey Recovery, 2017 - 2018 | Mr. Hollis served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Santa Fe. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

City of St. Augustine, Florida, Hurricane Matthew Recovery Operations, 2016 - 2017 | Mr. Hollis served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of St. Augustine following Hurricane Matthew. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways. Thompson documented over 83,000 cubic yards of vegetative debris.

Lumberton, North Carolina, Hurricane Matthew, 2016 - 2017 | Mr. Hollis served as operations manager for debris removal monitoring in Lumberton County, NC following Hurricane Matthew. He oversaw day-to-day operations including up to 35 debris removal monitors ADMS units for right-of-way collection on County maintained roadways. Overall, Thompson substantiated more than 26,000 cubic yards of vegetative debris.

City/Parish of East Baton Rouge, Louisiana, Severe Flooding, ROW and PPDR Program Management, 2016 - 2017 | Mr. Hollis served as a senior field supervisor for debris removal monitoring efforts on behalf of the City/Parish. He assisted in daily field operations for all monitoring programs including right-of-way (ROW) debris removal and an extended ROW Private Property Debris Removal (PPDR) program. To date over 1.8 million cubic yard of construction and demolition debris have been collected and more than 1,450 applicants participated in the extended ROW PPDR program.

South Carolina Department of Transportation, Horry and Georgetown Counties, South Carolina, Severe Flooding Recovery Operations, 2015 | Mr. Hollis served as operations manager for debris removal monitoring in Horry and Georgetown Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

Allendale County, South Carolina, Winter Storm Pax Recovery Operations, 2014 | Mr. Hollis served as the operations manager for debris removal monitoring operations in

Allendale County following Winter Storm Pax. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners, hangers on County maintained roadways. County-wide, nearly 30,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned. In addition, over 6,000 hazardous trees were addressed.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 | Mr. Hollis served as operations manager for the SCDOT debris removal monitoring mission in Dillon County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County. County-wide, nearly 200,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned.

Harris County, TX, Hurricane Debris Removal Monitoring, 2008 | In 2008, Mr. Hollis served as a field operations manager for the Harris County debris monitoring effort. Mr. Hollis managed a field team responsible for monitoring the removal of over 2,500,000 cubic yards of debris.

City of New Orleans, Louisiana, Demolition Field Manager, 2007-2008 | Mr. Hollis served as a demolition field manager on the City of New Orleans residential demolition program in 2007 and 2008. Mr. Hollis was responsible for ensuring that each FEMA eligible property had been properly condemned, posted, and decommissioned prior to being demolished. In addition, Mr. Hollis was responsible for ensuring that properties containing Asbestos Containing Materials (ACM) were properly demolished and disposed of at Type I Disposal facilities.

St. Landry Parish, Louisiana, Hurricane Gustav, 2008 | Following the devastating impact that Hurricane Gustav, Mr. Hollis served as the field project manager for the Parish's debris removal monitoring program. Mr. Hollis's field team monitored and documented the removal of eligible storm debris and worked with the Parish, State, and FEMA to address many unique challenges. Parish-wide, nearly 225,000 cubic yards of vegetative and construction and demolition debris was collected.

Escambia County, Florida, Hurricane Debris Disposal Monitoring, 2004 | Mr. Hollis served a field supervisor responsible for overseeing field monitors and ensuring only eligible debris was collected. County-wide, nearly 8,000,000

cubic yards of vegetative and construction and demolition debris was collected.

TRAINING & CERTIFICATIONS

- OSHA 29 CFR 1910.120 40-Hour HAZWOPER Training

Keith Forrester

Field Operations Manager

FIRM

Thompson Consulting Services
2601 Maitland Center Parkway
Maitland, Florida 32751

EDUCATION

BA: Marketing and Management

EXPERIENCE

14 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) | FHWA ER Program

Mr. Forrester has 14 years of experience managing debris monitoring and data management operations throughout the Southeast following some of the largest debris generating natural disaster in recent history. In addition to Right-of-Way (ROW) debris monitoring programs, Mr. Forrester has worked extensively on Leaner, Hanger, and Stump Removal programs in some of the largest parks impacted by debris generating events in the last decade, including programs in Alabama, Arkansas, Missouri, and Texas. Mr. Forrester has extensive knowledge in ADMS hardware, software, and communications infrastructure and has overseen day-to-day ADMS project operations and reporting in recent activations including Hurricanes Isaac and Sandy.

PROJECT EXPERIENCE

Grant Parish, Louisiana, Hurricane Disaster Debris Removal Monitoring, 2020 - 2021 | Mr. Forrester served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Grant Parish following Hurricane Laura. The Parish performed both hazardous tree and limb removal, right-of-way (ROW) collection programs, and Parish schools debris removal projects. Overall, more than 1.1 million cubic yards of construction, demolition, and vegetative debris have been collected from the Parish.

Volusia County, Florida, Hurricane Irma Recovery, 2017 - 2018 | Mr. Forrester served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Volusia County, Florida. The County performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

City/Parish of East Baton Rouge, Louisiana, Severe Flooding, ROW and PPDR Program Management, 2016 - 2017 | Mr. Forrester served as project/operations manager for debris removal monitoring efforts on behalf of the City/Parish. He was in charge of overseeing day-to-day operations for all monitoring programs including right-of-way (ROW) debris removal and an extended ROW Private Property Debris Removal (PPDR) program. To date over 1.9 million cubic yard of construction and demolition debris have been collected and

more than 1,450 applicants participated in the extended ROW PPDR program.

Fentress County, Tennessee, Severe Winter Storm Recovery Operations, 2015 | Mr. Forrester served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Fentress County. The County performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

Hurricane Deployment, Hurricane Sandy, New York, 2012 | Mr. Forrester served as an operations manager for debris removal monitoring efforts on behalf of Babylon, New York following Hurricane Sandy. Keith oversaw truck certification, monitor onboarding and badge distribution, right-of-way collection and tree work using ADMS and TDMSweb. Keith performed QA/QC and on-site training for monitors utilizing ADMS handheld devices in the field.

Terrebonne Parish, LA, Hurricane Recovery Operations 2012 | Mr. Forrester served as an operations manager for debris removal monitoring efforts on behalf of Terrebonne Parish following the landfall of Hurricane Irene. He was in charge of overseeing day-to-day operations for all ADMS monitoring projects including handheld deployment, truck certification, monitor intake and badge distribution, emergency road clearance and debris removal operations and right-of-way collection of over 56,000 CY of vegetative and

construction and demolition (C&D) debris throughout the affected areas. Mr. Forrester was also responsible for assisting for generating reports on TDMSweb for daily distribution to project stakeholders.

Virginia Department of Transportation (VDOT), Hurricane Recovery Operations, Hurricane Irene, 2011 | Mr. Forrester served as field supervisor overseeing disaster debris removal operations in the several different residencies across the eastern part of Virginia. He was also responsible for the supervision of 5 – 20+ collection monitors daily. In total, the recovery efforts included the collection and removal of over 450,000 cubic yards of debris which was tracked and managed with TDMSweb.

Alabama Department of Conservation and Natural Resources, Tornado Debris Removal Monitoring | The devastating tornados in the spring of 2011 ripped through the State of Alabama and ravaged two of the state parks. Mr. Forrester served as the field project manager to monitor the removal and reduction of thousands of damaged trees in compliance with FEMA 325 and 327 guidelines. Mr. Forrester managed all tree work documentation with TDMSweb and was responsible for daily distribution of progress maps and project financial reporting.

Arkansas Game and Fish Commission, Ice Storm Debris Removal Monitoring | Mr. Forrester served as a field supervisor on state debris removal program to remove hazardous tress and hanging limbs from State parks and hunting grounds damaged by an ice storm. Mr. Forrester's team monitored debris removal in adverse outdoor conditions and ensured that the Global Position System (GPS) coordinates, electronic photographs, and field documentation were properly maintained to substantiate FEMA Category A reimbursement.

City of Beaumont, TX, Hurricane Debris Removal Monitoring | In 2008, Mr. Forrester served as a field project manager on the City of Beaumont debris monitoring effort. In addition to monitoring, documenting, and substantiating FEMA reimbursement for Right-of-Way vegetative debris removal, Mr. Forrester also managed and monitored the removal of debris fields created by storm surge, as well as inland waterway debris removal and oversight of the leaning tree, hanging limbs, and hazardous stump removal program.

City of Springfield, MO, Ice Storm Debris Removal Monitoring | Following the devastating impact that a large ice storm made on Oklahoma and Missouri, Mr. Forrester served as the field operations manager for the City of Springfield's debris removal monitoring program. Mr. Forrester's field

team monitored and documented the removal of over 1,000,000 cubic yards of vegetative storm debris and worked with the City, State, and FEMA to address many unique challenges, including a parks debris, damaged tree, and hanging limb removal program in compliance with newly issued FEMA Disaster Specific Guidance.

TAB D

Approach & Value Added Services

Our Understanding

The City of Port Orange, Florida (City) is in Volusia County along the central Florida Atlantic Coast. The City encompasses approximately 28.86 square miles along the Halifax River Lagoon and the Atlantic Ocean. As evidenced by recent impacts from Hurricane Ian in 2022, the City is highly vulnerable to the impacts of debris-generating disasters such as hurricanes, severe weather, flooding, and tornadoes. As such, the City maintains a constant, high level of readiness to respond to a variety of hazards that may impact its citizens and consequently, is seeking proposals from qualified consultants to provide debris monitoring support and assist the City in navigating the funding and compliance channels of the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.

Thompson staff have proven experience in supporting the City's previous response and recovery efforts following both Hurricane Ian and understand the challenges to providing effective debris monitoring and grant administration support to the City. We will use what we have learned from previous disaster recovery projects in the City and throughout Florida to improve the efficiency of the debris removal program and expedite the City's recovery following a future disaster. We are familiar with the challenges that make debris removal and disaster recovery unique in the City and stand prepared to assist the City with implementing a recovery program that mitigates and addresses many of the City's concerns and expectations, which include:

- Knowledge and familiarity with the City of Port Orange
- A dedicated point of contact with Thompson
- Immediate, well-orchestrated, and documented force account and contractor response during the 70-hour push
- Equipment and personnel access challenges due to flood water and storm surge
- Proper management of the debris removal contractor's pledged resources and commitments
- A local preference for hiring debris monitors
- Limited availability of debris management sites (DMS)
- Service issues with gated communities/private property

Thompson agrees to fulfill all requirements outlined in the scope of services and strives to exceed the service expectations of the City of Port Orange.

Utilization of Technology Solutions

Thompson's Automated Debris Management System (ADMS)

Thompson has invested considerable resources in technologies to support more efficient debris removal monitoring. Among these technologies is our best-in-class ADMS solution, the Thompson Data Management Suite (TDMS). TDMS is a collection of hardware, software, and communications

infrastructure for the management of data and documents related to disaster recovery. The suite provides near real time debris collection data to applicants, grantees, FEMA, FHWA, debris removal contractors, and others without disrupting the speed of the recovery. Each major component of TDMS is summarized below:

11+

years of TDMS
deployments

TDMSmobile: is an ADMS hardware solution that provides clients the option to manage and monitor debris recovery missions electronically in the field utilizing a handheld device and hip printer. The handheld device and system have configurable security settings to protect use and data. Specified locations, such as debris pickup and disposal sites, are captured by the GPS capabilities of the handheld and verified in the web-based system. TDMSmobile also has a disconnected architecture and is fully operational in a post storm environment where cellular networks are compromised or destroyed.

TDMSweb: is a web-based application that serves as the backbone of the TDMS for storage and data management. TDMSweb provides access to viewing, querying, sorting, reporting, mapping and managing project related data and documents including electronic tickets, contractor invoices, text message updates, reports, and FEMA data and image exports.

TDMSmaps: is a web-based GIS application that integrates geospatial and relational data to enhance management and public information capabilities. TDMSmaps provides full access to live maps, progress maps and query maps which assist in the evaluation of progress, assignment, or re-assignment of crews, and provide graphical information to make debris management decisions that support effective and efficient operations. Thompson can tailor progress and real-time operation mapping to meet the needs of the project.

TDMSportal: is a web-based portal that serves as the client and contractor information center for contract documents, project costs, electronic tickets, accounting transactions and invoices. *TDMSportal will be the City's secure and single sign-on resource to access all project data and documentation.* TDMSportal also provides access to viewing, querying, sorting, reporting, mapping, and managing project related data and documents. The portal eliminates email for document sharing and transfer and ultimately increases visibility between the applicant, Thompson, and the debris contractor.

single source
to access all
project data

Through the implementation of these technologies, TDMS limits the propensity for human error, fraud, data entry error, and reconciliation challenges resulting in efficiencies, increased accuracy, and cost savings. *Thompson owns and maintains TDMS and does not lease any part of our ADMS solution from an alternate provider.*

Successful Deployment History

TDMS has been deployed by Thompson on nearly every FEMA eligible disaster debris removal monitoring project we have performed since **2012**. TDMS can be utilized for a variety of programs and activities, including but not limited to:

- Truck Certification
- Right-of-Way (ROW) Collection
- Hazardous Tree Work (L/H/S)
- Demolitions
- Haul Out/Disposal
- Project and Data Administration

- Private Property Debris Removal (PPDR)
- Monitor Role and Time Management

TDMS has also been evaluated and proven to meet the process requirements for the U.S. Army Corps of Engineers (USACE) Advanced Contracting Initiative (ACI). The following list includes a summary of each disaster incident and the number of handheld units deployed.

Table D-1: TDMS Deployments

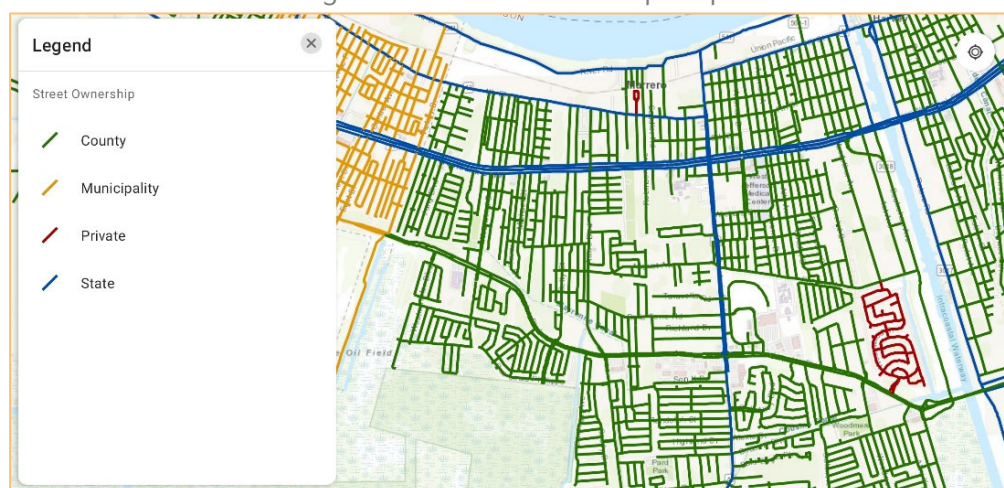
Disaster	Units Deployed	Disaster	Units Deployed
2022 Hurricane Ian	2,015	2017 Hurricane Maria	375
2021 KY Sever Winter Storm	689	2017 Hurricane Irma	1,200
2020 Hurricane Delta	61	2017 Hurricane Harvey	400
2020 Hurricane Zeta	343	2016 Hurricane Matthew	876
2020 Hurricane Sally	1,619	2016 Louisiana Flooding	330
2020 Hurricane Laura	438	2015 South Carolina Flooding	180
2019 Hurricane Dorian	91	2014 Winter Storm Pax	475
2018 Hurricane Michael	1,300	2012 Hurricane Sandy	100
2018 Hurricane Florence	235	2012 Hurricane Isaac	12

Thompson maintains over **2,800** TDMS*mobile* units on hand and has access to additional units within 24 hours of notification when necessary. Thompson's TDMS*mobile* devices have been deployed successfully over the last **11** years, and from day one of debris removal operations Thompson will be able to provide the County with paperless ticketing.

GIS Mapping Capabilities

Thompson continues to expand our geographic information system (GIS) resources and capabilities to better support debris removal management. This includes enhanced gathering, managing, and analyzing data to provide spatial location information such as project boundaries and roadway maintenance responsibility designations (e.g., local vs. state roadways).

Figure D-1: Road Ownership Map



Thompson employs ArcGIS Pro, ESRI's latest desktop GIS application, which allows for seamless integration with our company's ArcGIS Online and Enterprise platforms. Additionally, we can integrate

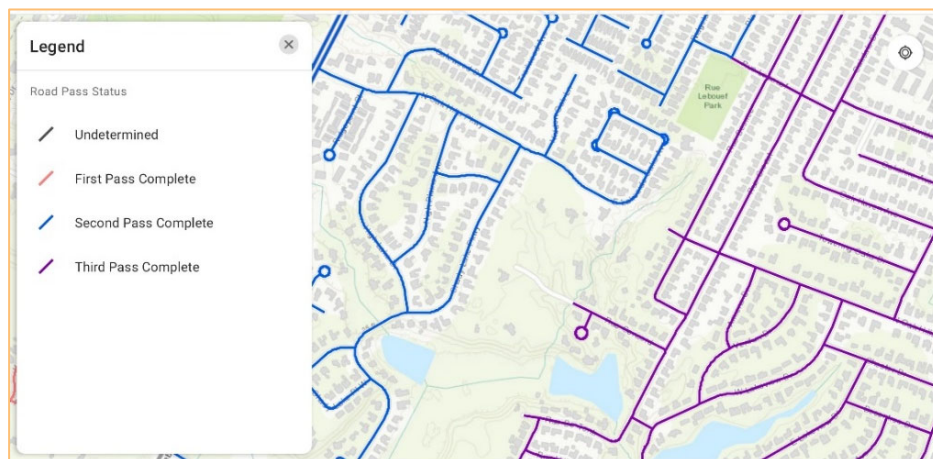
data collected through ESRI's Survey123 and Field Maps for display in ArcGIS applications (Web Mapping Applications, Dashboards, or StoryMaps).

TDMSmaps is a web-based GIS application that integrates geospatial and relational data to enhance management and public information capabilities and is available to our clients through the TDMSportal. Thompson's clients have full access to a variety of live maps, progress maps and query maps and can be tailored the needs of the City.

Pass, Progress, and Activity Mapping

Progress and pass mapping, which geographically present debris removal contractor activity, is a valuable tool for our clients, the contractors, and the community. The ability to show which roadways debris removal crews have performed collection allows the client and project managers to evaluate progress, assign or re-assign crews, and make general debris management decisions.

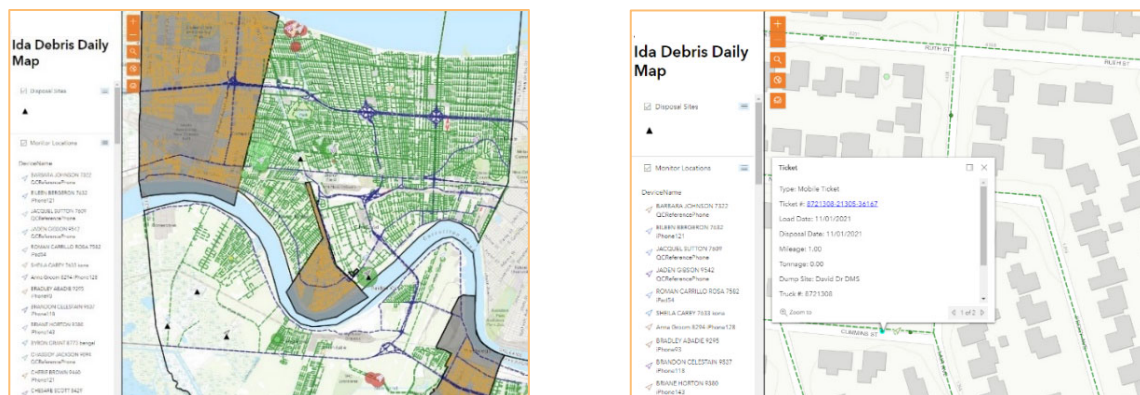
Figure D-2: Road Clearance Pass Maps



Progress maps can be URL/web-based and shared with the public to communicate debris removal activity. Zoom functions within the map can provide street-level detail.

Debris monitor activity maps depict, in real-time, where monitors are documenting debris removal. Zoom features provide street-level view and ticket details including date, time, location debris collection type and quantity. Activity maps can also be searched by exact street addresses to check progress.

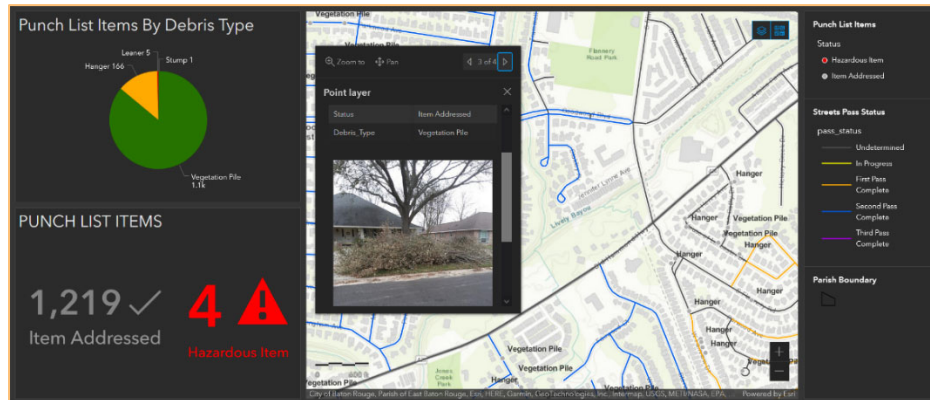
Figure D-3: Daily Debris Monitor Activity Maps



Dashboards

Thompson can also create GIS Operations Dashboard that displays real time data including daily and cumulative collection totals, collection locations, eligible/ineligible ticket locations, collection debris type breakdowns, etc. Dashboards can be created for a variety of debris removal programs, including private property debris removal.

Figure D-4: Punch List and Pass Map Dashboard



Approach to Debris Removal Monitoring

Maximizing Reimbursement

Thompson's approach to providing disaster debris removal and disposal monitoring services begins with the desired outcome at the forefront of what we do: document debris removal in a manner to ensure maximum grant reimbursement to our clients.

Through past experience and lessons learned, we have been able to develop a fine-tuned and tested approach to efficiently and effectively meet or exceed the FEMA compliance regulation standards for maximum reimbursement to our clients. When dealing with disaster recovery and compliance with FEMA and other federal agency regulations, not many things can take the place of first-hand experience. Our debris monitoring and reimbursement procedures, tools and training methods are the results of a unique blend of theoretical and applied implementation strategies on real recovery projects.

This approach is applied throughout all contract activities and all phases of the disaster preparedness, response, and recovery program for disaster debris removal monitoring.

Figure D-5: Disaster Debris Removal Monitoring Phase and Task Summary



Non-Event / Preparedness and Planning

Part of Thompson's commitment to pre-positioned clients is providing planning and training services to the communities we serve. Our team is constantly expanding education, training, and field experience in the disaster debris monitoring, grant management, and emergency management fields and will share their knowledge with City leadership and staff. Following contract award, Thompson will coordinate training schedules with the City to provide departments and key staff members training which will address prioritized topics, as requested by the City.

In addition, Thompson can provide a variety of planning services, training programs, and tools and templates that can be utilized by the City in future disasters or participate in exercises related to the City's disaster preparedness, response, and recovery. A listing of sample services that can be provided to the City is provided below.

- Disaster Debris Management Plans (DDMP)
- FEMA Public Assistance (PA) Training
- Identification of Debris Management Sites (DMS)
- Procurement Assistance
- Public Information
- Mitigation Planning and Support
- Comprehensive Emergency Management Planning
- Executive Guidance to Commissions, Boards, and Panels

Post-Event / Disaster Debris Removal Monitoring Operations

Thompson has functionally organized our disaster debris removal monitoring operations by task predicated on the various debris streams and programs that can be expected based on our experience monitoring and documenting large scale debris removal operations. Thompson will tailor our approach to the City's debris recovery effort based on disaster specific challenges. Our tasks and task approach can be modified and scalable and our mobilization times can be either compressed or extended based on the needs of the City and the public.

Table D-2: Mobilization Timeline

Task	Mobilization Time
Mobilization	
Program Management	Immediately following NTP
Damage Assessment	12-24 hours following notice to proceed (NTP)
Onboarding and Training of Employees	12-24 hours following NTP
Debris Program Implementation	
Health and Safety Plan Implementation	12-24 hours following NTP
Measure and Certify Trucks by FEMA PAPPG Standards	12-24 hours following NTP
Deploy Field Supervisors / Field Supervisors	24-48 hours following NTP
Deploy Loading Site Collection Monitors	24-48 hours following NTP
Deploy Debris Management Site Monitors	24-48 hours following NTP
Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps	24-48 hours following NTP

Task	Mobilization Time
Perform Special Debris Removal Programs (e.g., private property debris removal)	TBD, based on input from FDEM and FEMA
Data Management	
Accumulate and Review Daily Field Data (QA/QC)	Onset of debris collection activities
Reporting and Progress Mapping	On-going throughout recovery operation
Reconcile Contractor Invoices	On-going throughout recovery operation

Mobilization

Mobilization | Program Management

Thompson will assist the City in overseeing the debris management operations, obtaining proper approvals for special debris removal programs, and providing in-depth working knowledge of a variety of recovery operations, USACE debris management guidelines, and FEMA eligibility and reimbursement guidelines. Thompson will work with the City to develop a project management plan to ensure that contracted debris removal is properly documented to substantiate FEMA PA, FHWA ER, and NRCS funding. Some of the initial considerations will include, but not be limited to:

- Single/multiple debris removal contractors
- Debris removal contractor rates and specifications
- Debris estimates, by collection zone
- Debris removal from gated communities
- Crew/Monitor Estimates, by collection zone
- Onboarding and safety training locations and procedures
- Operations Manager/Supervisor Assignments
- Progress reporting distribution lists and protocols

In most cases, Thompson will deploy our project team in anticipation of receipt a notice to proceed so that we can be responsive to the City's needs and effectively manage the deployment of personnel and resources. Upon receipt of a Notice-to-Proceed, Thompson will deploy Project Quality Assurance and Project Administrative initiation teams to the City.

The Project Quality Assurance Team will consist of the Project Manager and appropriate number of Field Supervisors, based on the severity of the event. In addition to providing surge support to the City, the Project Quality Assurance Team will serve as the field project management team. The Project Quality Team will be deployed with equipment kits to accommodate all field staff.

The Project Administrative Team will consist of administrative/human resource employees. The Project Administrative Team will be temporarily deployed to the City to support the monitor on-boarding process, including:

- Employee application reviews
- Motor Vehicle record checks
- Debris Monitor Training
- Health and Safety Plan Implementation

Collaboration with the City: Immediately following Notice-to-Proceed, Thompson will begin coordinating with the City and City contractors to synchronize mobilization and response activities. Thompson will need the following information from the City prior to or upon mobilization:

- Points of Contact
- Copy of contract between City and debris removal contractor(s)

- GIS shapefiles
- List of priority roads
- Preferred debris removal zones (if available)
- Any inter-local agreements or memoranda of understanding with State, County, or other municipalities

Throughout the project, the Thompson Project Manager will identify critical path functions that will require close coordination between the City and Thompson. These may include:

- Public Information
- Private Property Issues
- Special Needs Assistance
- Information on FEMA
- Damage reports and resolution

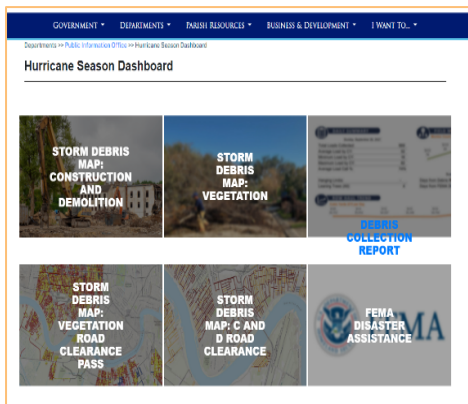
Thompson will identify a lead for each function to serve as a direct interface with the appropriate City staff on each issue. The Thompson team member will be available in person, by phone, or email to communicate with the City and project stakeholders. To the extent that cellular connectivity is not available, Thompson will secure alternative communications methods (radios, satellite, etc.).

Debris Removal Contractor Coordination: Thompson recognizes that each disaster situation is going to be different and therefore promotes a collaborative working relationship with the City and their debris removal contractors. Immediately following a notice to proceed, Thompson will begin coordinating with the City and City contractors to synchronize mobilization and response activities. These activities may include:

- Identification/confirmation of equipment staging area
- Damage assessment
- Emergency push
- Zone assignment to contractors and subcontractors
- Distinct field management based on authorized scopes of work
- DMS permitting

FEMA and State Agency Coordination: To the extent that it is required by the City, Thompson will serve as a liaison between FEMA, FDEM, and other public entities to document and demonstrate that debris removal, response and recovery activities are eligible, allowable, and in compliance with FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG). Thompson will work with the City, FDEM, FEMA Region 4, and FEMA Headquarters to facilitate a transparent, well documented partnership throughout the recovery effort. This will allow Thompson to integrate Disaster Specific Guidance (DSG) issued from FEMA into the City's debris removal efforts, and pro-actively create a positive working relationship with participating stakeholder regulatory agencies.

Public Information Support: Thompson has a variety of resources and tools to assist the City's public information and outreach efforts. During non-event times, prior to and immediately following a disaster incident, Thompson can work with the appropriate City staff to develop press releases to inform the public on topics related to debris removal efforts, including proper setout procedures for bring debris to the right-of-way, anticipated collection start, progress and end dates, and notification of special debris collection programs available to the public.



Thompson can also utilize our technology solutions, including our enhanced mapping capabilities, to provide project data summaries including debris types and collection totals as well as URL/web-based maps and dashboards that the City can share with the public.

Thompson can also establish and staff a hotline to assist with public telephone inquiries and complaints regarding debris removal operations. Thompson will ensure that all calls are documented and assigned a status to track the complaint and resolution. Damage complaints concerning debris removal will be tracked and reported by debris contractor(s). All complaints

will be provided to the project management team for resolution with the debris contractor. Thompson will provide a log of inquiries and complaints and their resolution to the City Project Manager on a weekly basis.

Mobilization | Damage Assessment

At the direction of the City, Thompson can assist with preliminary damage assessments in accordance with the FEMA Damage Assessment Operations Manual. Thompson will perform damage assessments with the City and City contractors to determine the scope of the damage, identify the need for special debris programs such as leaner/hanger/stump removal, and develop crew configurations and assignments. Damage assessment assistance may include, and is not limited to, participation in one or more of the following tasks:

- Identifying damaged facilities
- Documenting damages
- Documenting work and cost
- Other Considerations (codes and standards, repair vs. replacement, hazard mitigation etc.)

All damage assessment documentation will be captured, digitized, and managed using TDMS. This information will allow Thompson and the City Contractor(s) to develop budget estimates to be used for task orders and Project Worksheet development.

Estimation Methodology: For purposes of pre-event planning and understanding resource requirements, Thompson utilizes the US Army Corps of Engineers (USACE) debris-estimating model for developing debris estimates. The USACE developed this model based on debris generated by Hurricanes Frederic, Hugo and Andrew. The model contemplates the number of households in an urban/suburban area, as well as the category of storm, vegetative characteristics, commercial density and precipitation. The estimated quantities produced by the model have a predicted accuracy of $\pm 30\%$.

Because of the margin of error in the model, Thompson validates the modeled result via windshield surveying and aerial drone flyover assessments in a post-disaster scenario. Windshield surveys provide debris removal professionals the opportunity to estimate the quantity of debris per parcel surveyed, which can be extrapolated to include the number of parcels within jurisdictional limits of the community. Aerial drone flyover assessments are important because they provide Thompson with the ability to gauge the consistency of the damage across the jurisdiction and provide a means for identifying areas that have been compromised which may be isolated without means of conventional travel due to debris or flooding.

Mobilization | Onboarding and Training of Employees

Thompson's staffing plans are designed to be flexible and scalable so that we can effectively and efficiently respond to the City's needs no matter the operating climate. Typically, Thompson begins the process of recruiting and onboarding immediately upon contract award, not reactively following a notice to proceed. Thompson will issue contingent job postings through a variety of outlets to pre-identify a pool of candidates to serve as future debris collection and disposal monitors. Thompson will contact these candidates immediately following the issuance of a notice to proceed and simultaneously begin recruiting efforts for the City.

100+
monitors
onboarded daily

Thompson is fully prepared to deploy the appropriate number of fully trained field staff to the City within 24 hours of receiving a notice to proceed and will make every effort to hire residents from impacted communities within the City to serve as debris monitors. This effort will help residents participate in the City's recovery efforts with a meaningful impact and earn a competitive hourly wage. In accordance with FEMA PAPPG, Thompson will train debris monitors, City employees, and other project stakeholders to have a complete understanding of the roles and responsibilities of the debris monitor, including:

- Accurate and objective debris estimating techniques
- Process for determining debris eligibility: (1) threat to public health/safety, (2) direct result of the disaster event, and (3) existing in the public right-of-way
- A comprehensive understanding of all phases of debris management operations, including loading sites, debris management site (DMS), and final disposal locations
- The ability to differentiate between debris types
- Ability to operate ADMS device and issue load tickets properly
- Understanding of collection site and DMS safety procedures
- Understanding of the Thompson Health and Safety Plan
- Understanding of the terms, conditions, and scope of the debris removal contract and other disaster specific guidance provided by FDEM, FDEP, and FEMA
- Ability to communicate effectively and efficiently

Ability to Onboard and Train within 24 Hours: Thompson has made a tremendous investment in our personnel, resources, technology, and tools to have the flexibility and scalability necessary to be an industry leader in debris monitoring. Part of this investment is in a proven process to identify, train, and equip local hires in a safe manner in extremely short periods of time.

The table below outlines Thompson's local hire tasks and timelines to ensure that we deploy trained and safe local hires within 24 hours of a notice-to-proceed and fully staff the project within 72 hours of receipt of notice to proceed.

Table D-3: Local Hire Task Summary

Task	Mobilization Time
Non- event local hire recruiting	Year-round
Local hire recruiting (activation imminent or issued)	12-48 hours
Driver motor vehicle record check	12-48 hours

Task	Mobilization Time
Health and safety training	12-48 hours
Debris collection and disposal monitor training	12-48 hours
TDMS – debris management system training	12-48 hours
Issuance of personnel protective equipment (PPE)	First day of field operations for each monitor
Project is fully staffed	< 72 hours

Debris Program Implementation

Debris Program Implementation | Health and Safety Plan

Thompson employees are trained to put the safety of anyone on a jobsite above all else – even a project timeline. Our behavioral-based program enables employees to conduct risk assessments to identify and control or eliminate hazards. Most importantly, our employees are authorized and required to stop work when safety is compromised. Our employees work in a variety of environments, from the field to the office. We believe that the health and safety of our employees are best protected when our activities are properly planned, so we work in advance to determine the different types of training and information our employees need.

Thompson will implement a Health and Safety Plan (HSP) that outlines site-specific precautions to be taken to avoid and mitigate the risk of hazards associated with work performed in the elements, around heavy equipment, near tree work, and close to vehicle traffic. The HSP will establish that work performed on the project shall comply with all applicable OSHA, State of Florida, and all other safety requirements provided by FEMA and its authorized contractors. Thompson will also provide a hard hat, reflective vest, safety glasses and hearing equipment to collection and disposal monitors, and field supervisors.

In addition, Thompson will ensure that all collection and disposal monitors, and field supervisors report to work with a cell phone, protective shoes, long pants, hot, cold, and/or wet weather gear, sunscreen, and a supply of bottled water.

Debris Program Implementation | Truck Certification

In accordance with FEMA PAPP standards, Thompson will complete equipment check-in and certification of trucks and other equipment mobilized by the Contractor so that debris removal operations can be recorded and substantiated in accordance with the terms, conditions, and unit rates in City's debris removal contract. To comply with these standards, Thompson will observe and record the following information during truck certifications:

- Valid truck registration
- Volumetric capacity of the inside of the loading container
- Calculated deductions of volumetric capacity for dog boxes, round container bottoms, and other volumetric capacity reductions
- Brief physical description of the truck
- Photographs of the truck and container

Thompson will assign a unique identification number to each truck and a placard with the truck number affixed to each side of the debris removal truck.

Debris Program Implementation | Deploy Field Supervisors

Thompson will deploy Field Supervisors at a 10 monitor: 1 supervisor ratio to oversee, document, and substantiate debris removal efforts efficiently and effectively. Field Supervisors will:

- Be prepared to operate a minimum of 12-14 hours per day, 7 days per week
- Verify that only eligible debris is being removed from designated public ROW and public property within assigned collection zones
- Maintain regular communication with and ensure that collection monitors are documenting the collection and removal of eligible debris from approved public areas
- Confirm the completeness and accuracy of load tickets and field documentation generated by collection monitors to substantiate debris removal operations
- Identify, address, and troubleshoot any questions or problems that could impact work safety and eligibility
- Suggest methods to improve the efficiency of collection and removal of debris

10:1

monitor to
supervisor ratio

Field Personnel Timekeeping: After operations conclude each evening, Thompson project managers will perform a review on all clock in/clock out times to ensure that electronic time stamps are captured in TDMS. Time entries will be finalized on a nightly basis. Following each work week, individual monitor time logs are distributed in the field by Supervisors for employee review and approval. Any discrepancies in time are reviewed and reconciled by management before the monitor signs their timesheet.

Debris Program Implementation | Deploy Debris Collection Monitors

Thompson will deploy a debris removal collection monitor for each piece of loading equipment deployed by the Contractor. The Collection Monitor's primary responsibility is to observe, document, and substantiate the removal of eligible storm debris from City property and other collection zones identified and approved by the City. The Collection Monitor will be responsible for:

- Ensuring that only eligible, disaster related debris is removed for loading and hauling from approved public areas
- Utilizing maps developed by the City and debris removal contractor that designate work zones
- Ensuring that debris collected is in accordance with the regulations, safety considerations, and contract terms of the specific waste stream (i.e., hazardous waste is not loaded into container of clean vegetative debris, etc.)
- Recording the time, date, disaster number, truck number, and loading location using TDMS
- Issuing load ticket to driver when loading container is fully loaded

eligibility:

- eliminates threat to public health and safety
- result of the disaster
- located within assigned collection zone and on the right-of-way

- Ensuring that debris loads are contained properly in the loading container prior to the departure of the truck from the loading location to the DMS
- Checking for safety considerations and areas of potential problems (school zone, utility meters, power lines, mailboxes, etc.) and reporting potential issues to the Field Supervisor
- Recording and reporting any damages caused to streets, curbs, utility meters, mailboxes, and other public property because of debris removal operations including photos, owner information, and circumstances of the damage within 24 hours of incident
- Ensuring all white goods and freon containing appliances are sorted and ready for freon removal on site or separate transport for Freon removal before final disposal
- Certifying household hazardous wastes (HHW) are segregated, handled, loaded, and hauled in accordance with environmental laws and local, state, and federal regulations. HHW must be handled by specialists licensed by FDEP
- Ensuring work area is clear of debris to the specified level before equipment moves to a new loading area
- Remaining in constant contact with their Field Supervisor
- Other duties as directed by the debris management project manager or designated City personnel

Debris Program Implementation | Deploy Hazardous Leaning Tree, Hanging Limb, and Stump Removal Monitors

Thompson anticipates beginning hazardous tree removal operations prior to or concurrent with right-of-way (ROW) debris collection. By getting the bucket trucks out ahead of the debris removal trucks with hazardous tree and limb removal, the overall collection operation will be more efficient. Thompson will ensure that hazardous stumps are pre-approved by FEMA and that the stump removal process is documented to include before and after photographs and GPS coordinates. The leaner, hanger, and stump monitor will be responsible for:

- Ensuring that only eligible leaners, hangers, and stumps are removed, as defined by FEMA PAPPG, from approved public areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measuring the eligible tree work in accordance with the City's contract
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

Debris Program Implementation | Deploy Debris Management Site Disposal Monitors

Thompson will work with the City and their contractor(s) to establish the appropriate number of debris management site (DMS) required and staff each site with trained DMS Disposal Monitors. Disposal Monitors are responsible for completing the load transactions and recording debris volumes for loads that have been transported to the DMS for processing and storage or final disposal. DMS monitors will remain in contact with Field Supervisors and report any issues at the DMS site immediately. Disposal Monitors are responsible for observing and recording the following information:

- Debris classification
- Debris load call/volume estimation

- Truck unloading time and date
- Spot check photographs of loads before and after unloading as a Quality Assurance measure for load call methodology and to ensure that trucks are completely unloaded at the DMS
- Identifying hand-loaded trucks and trailers to grade in accordance with low load compaction
- Use badge credentials to electronically sign each ticket
- Record load information from other agencies/entities that utilize City debris management sites
- Ensure white goods and freon containing appliances are sorted and ready for freon removal
- Document that white goods are cleaned and processed to remove putrescent debris inside and all oils, solvents, and refrigerants are removed
- Verify and document that DMS has ample space to process collected white goods
- Ensure hazardous and household hazardous wastes are segregated, handled, stored, and disposed in accordance with environmental laws and local, state, and federal regulations
- Document and immediately report any improper segregation of hazardous waste debris
- Observe site safety and security and report any concerns or issues

Debris Disposal Diversion: Thompson will work with the City and FDEP to develop a recycling/debris diversion plan that minimizes the amount of potentially recyclable debris that is disposed of at landfills. White goods, e-waste, metals, vegetative and other types of debris may be processed and recycled. Thompson will ensure that salvage operations are documented separately in accordance with FEMA policy.

Debris Program Implementation | Damage Complaint Tracking

Mitigating Damages: Thompson will proactively work with debris removal contractor(s) to discuss operational conditions to mitigate damages. Collection and Disposal Monitors are trained to identify and notify the debris removal contractors of potential causes damages before they occur. Thompson can also appoint a Field Supervisor dedicated to receiving and documenting damages that occur and are reported from the Collection and Disposal Monitors.

Documenting Damages: Collection and Disposal Monitors and Field Supervisors will be trained on the process for reporting and documenting damages, in addition Thompson will also appoint a dedicated Field Supervisor to each work zone for receiving damage reports and documenting all required information to track the incident from occurrence through resolution, including photographs, descriptions, and GPS coordinates.

Tracking Damages: Thompson will assign a unique work order number to each damage complaint and will track the work order by the GPS coordinate of the complaint. A map will be maintained of all damage related work orders showing the status (identified, verified, and resolved) of each incident. Thompson will maintain the following information for each damage complaint work order and organize work orders by service area:

- | | |
|---|---|
| • Work order point of contact | • Description of actions by responsible party |
| • Responsible contractor/sub-contractor | • Photographs/other evidence of repair |
| • Photographs of damage | • Cost summary, if available |

Debris Program Implementation | Special Debris Removal Programs

The damage caused by major debris events including hurricanes, tropical storms, tornadoes and flooding often create the need for special debris removal programs which include, but are not limited to:

- Private property debris removal (PPDR)
- Debris removal and restoration of waterways and canals
- Debris removal from parks and recreation trails
- Vehicle and vessel recovery and disposal
- Hazardous waste and contaminated debris management
- Debris removal from storm drains and catch basins

To the extent necessary, Thompson management staff will review existing maintenance records to establish the pre-disaster conditions and ensure compliance with FEMA policy and work with the City's contractors, FDEM, FDEP, NRCS, USACE and other regulatory agencies to expeditiously remove storm generated debris from affected public facilities. Special debris program monitors will be responsible for:

- Demonstrating that the debris/sediment/vehicle presents a hazard or immediate threat to public health and safety
- Ensuring that only eligible debris is removed as defined by FEMA PAPPG from approved public areas
- Ensuring that contaminated debris/soil is handled, processed, and disposed in accordance with the type of contaminant
- Verifying that any contaminated disaster-related debris is addressed by the specialist from FDEP and/or EPA and managed appropriately in the designated areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measure the eligible debris removal in accordance with the City's contract (e.g., linear foot)
- Ensuring vehicles and vessels are abandoned, i.e., the vehicle/vessel is not the owner's property and ownership is undetermined
- Verifying and documenting the chain of custody, transport and disposal of the vehicle or vessel
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

Private Property Debris Removal (PPDR) Monitoring: Thompson has extensive experience in developing and implementing private property debris removal (PPDR) programs, including the management of many of the largest multi-phase, multi-property demolition and housing initiatives in the United States over the past ten (10) years.

Thompson will review local ordinances and design a PPDR program that demonstrates and documents that local governments have the legal authority (and FEMA eligibility) to perform a variety of debris removal programs on private property. We have performed comprehensive PPDR ordinance feasibility reviews and PPDR program implementation in California, Puerto Rico, Texas, Alabama, Mississippi, Louisiana, and Florida. To ensure that the PPDR program is successful, Thompson will have the following objectives during ordinance review:

- Identify an ordinance that clearly grants the City with the authority to enter private property to remove and dispose of debris, such as a nuisance abatement or public nuisance ordinance. This is critical to establish legal authority and FEMA eligibility.

- Establish a multi-step process to ensure that all proper notifications are made to property owners.
- Develop a public outreach plan to ensure that residents in need can participate in the program.

Upon review and approval of a proposed PPDR program by the City, FDEM, and FEMA Thompson will implement and document the program to maximize available reimbursement. PPDR programs may include:

- Vegetative, construction and demolition (C&D), and mixed waste debris removal
- Residential and commercial structural demolitions
- Leaner, hanger, and stump removal

In managing, monitoring, and documenting PPDR programs, Thompson will develop a property identification number for each property. Each property will have a PPDR “packet” that documents the following information:

- Ordinance granting legal authority under which the private property debris removal work was performed
- Documentation of all necessary actions taken to satisfy the requirements of the ordinance
- Notification to property owner
- Posting on property
- Executed Right-of Entry Agreement
- FEMA/FDEM Approval
- FEMA Historic Preservation review / approval
- Documentation of asbestos abatement (if necessary)
- Documentation of utility disconnections (if necessary)
- Field documents and site schematic documenting eligible work performed
- Before/after photographs
- Property close-out documentation

All PPDR documentation is managed through multiple elements of TDMS, including organizing and storing program and property documentation, mapping, and property status and program statistics.

Figure D-6: TDMSweb Management and Administration of PPDR Documents

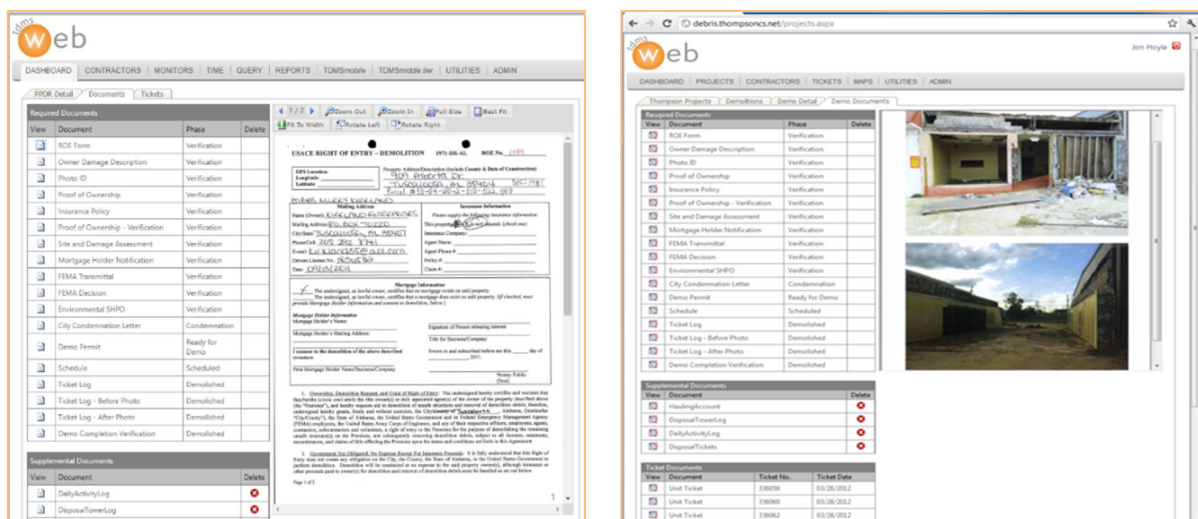
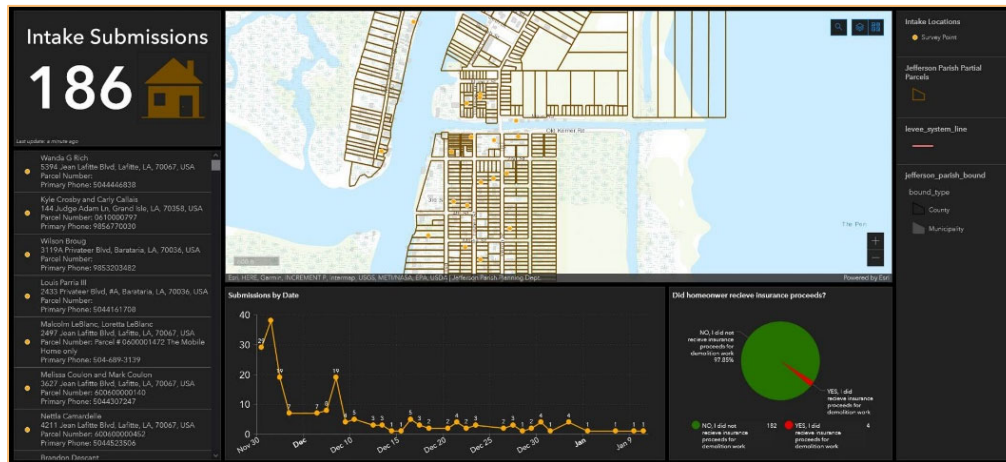


Figure D-7: PPDR Applicant Intake Dashboard



Data Management

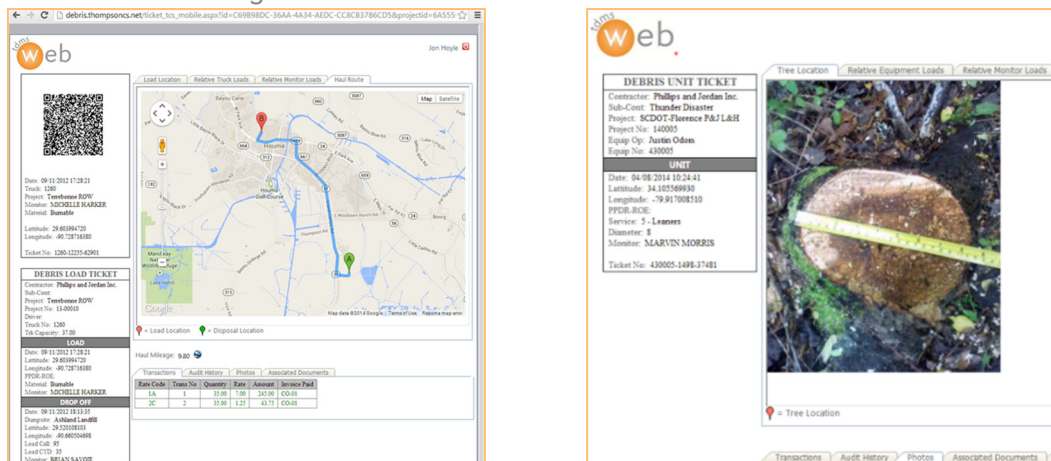
Thompson utilizes technology as integral part of its approach to providing debris removal monitoring services for purposes of quality assurance/quality control (QA/QC), contractor invoice reconciliation, and reporting.

Data Management | Quality Control / Quality Assurance

Debris collection and disposal information generated from tickets created in the field utilizing TDMSmobile is uploaded into a secure electronic disaster debris data management system, TDMSweb, that summarizes debris quantities to include collection and disposal information by date, debris type, collection zone, and collection and disposal location. This information is reviewed daily through Thompson's quality assurance/quality control (QA/QC) queries and parameters which check of irregularities and outliers. Such queries and parameters include:

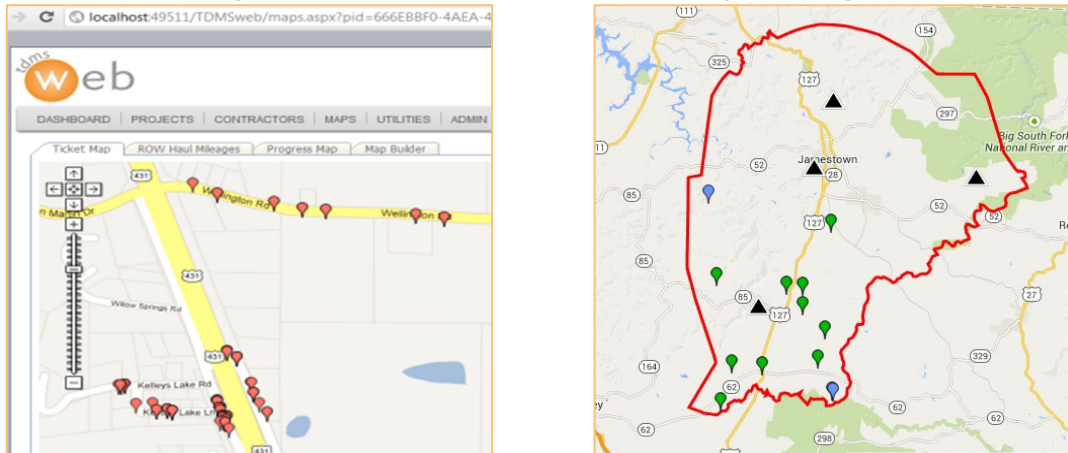
- Count of loads by collection truck
- Trip time per load
- Trip distance
- Average load call by truck
- Average load call by disposal monitor
- Count of loads by collection location

Figure D-8: Ticket Data Presented in TDMSweb



Thompson will also plot daily collection activities using GIS software to review collection locations against eligible City boundaries to ensure collection is occurring in designated work zones.

Figure D-9: Ticket Location and Boundary Mapping



Data Management | Reporting

Thompson collects a large amount of information from field operations daily and can provide our clients a variety of reports, maps, and dashboards to summarize this information. We develop and manage all reports in-house and can customize each product based on the client's reporting needs and program configuration.

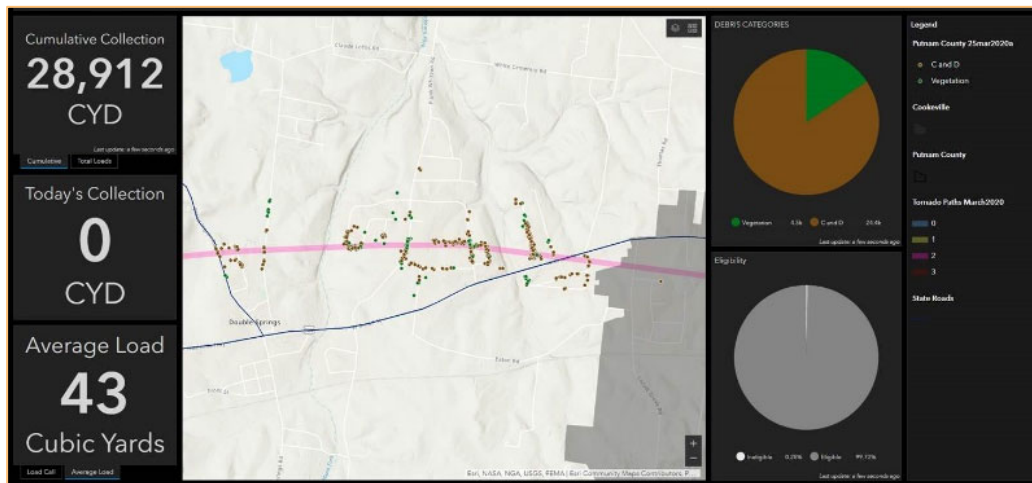
Daily Debris Collection Report: Thompson's Daily Debris Collection Report is produced each day and summarizes the previous day's field activities as well as providing project metrics and trend reporting. This can include, daily and cumulative haul totals or unit counts for each type of debris collected along with several other totals and statistics including but limited to:

- Date of reporting, client, disaster number, project, and contract number
- Summary of the previous day's activities
- Number of contractor certified equipment in field
- Total number of monitors in the field
- Minimum, maximum, and average load size
- Average load call percentage
- Days from debris removal start date
- Days from FEMA Disaster Incident start
- Disposal locations with debris totals

The main body of the report contains standard reporting metrics to meet the requirements of FEMA, however, Thompson can adjust the Daily Debris Collection Report to also meet the needs of any additional contractual (e.g., requirement of minimum contractor trucks in field within a certain hours/days timeframe) or local needs (e.g., collection or political zones or districts).

GIS Mapping and Dashboards: Thompson can also provide project data through GIS mapping and dashboards that also displays real time data including daily and cumulative collection totals, collection locations, eligible/ineligible ticket locations, collection debris type breakdowns, etc.

Figure D-10: Project Operations Dashboard



Our goal is to provide efficient and effective insight into the debris removal and recovery operation through a customized approach to avoid submitting an unnecessary or overwhelming amount of “off the shelf” reports.

Field Documentation: Thompson captures a variety of physical and digital field documentation through logs and our automated debris management system. Unique to Thompson, our process retains one physical copy of the electronic receipts created at the disposal site or in the field for unit rate work. These paper copies are housed with the other paper field logs throughout the life of the project as a backup for any technical issue that may arise in the field. Additional copies of the paper ticket are provided to the truck driver, scale house (if applicable) and the debris contractor representative.

TDMSportal: A main component of TDMS, the *TDMSportal*, serves as the client and contractor information center. The *TDMSportal* provides real-time access to project related documents and data, including but not limited to:

- Contract documents
- Environmental permits
- Truck Certifications
- Ticket and image details
- Daily Reports
- Maps (live, progress, pass, roadway)
- Contractor invoice packages
- Monitor invoice packages

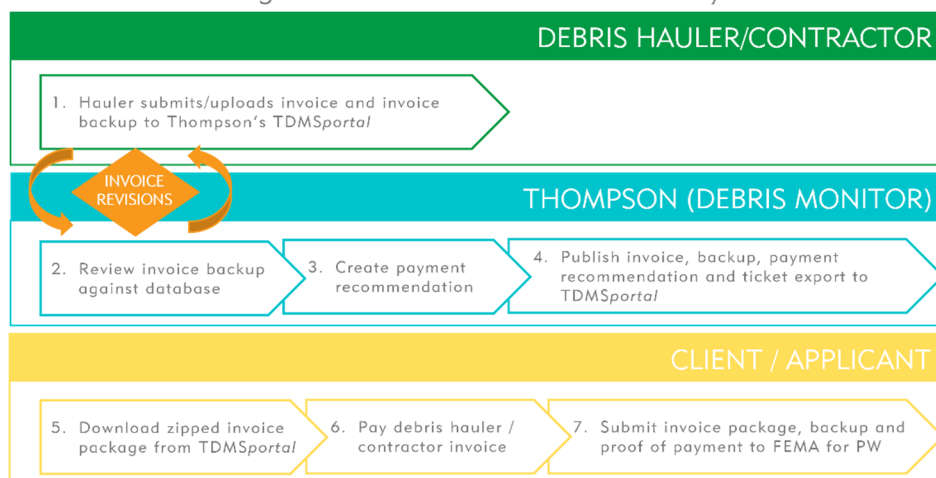
Data Management | Invoice Reconciliation

Thompson will perform a thorough review and reconciliation of contractor invoices submitted to the City. For contractor payments to be verified as accurate and correct, Thompson verifies truck certification, load transactions and unit rate transactions with its database. The reconciliation will include a review of the collection date, time, and location, as well as the debris volume, disposal time and location submitted by the Contractor against the data maintained by Thompson on behalf of the City. Upon completing the verification of each record being claimed for payment, Thompson will render a payment recommendation to the City. Thompson’s payment recommendation will include the following:

- A copy of the contractor invoice

- Invoice back-up organized by program, date, service type, contract line item, and location
- A summary of discrepancies identified
- A payment recommendation report
- A cover letter summarizing the reconciliation findings and payment recommendation

Figure D-11: Invoice Process Summary



Closeout

Thompson's team of consultants, engineers, cost estimators and subject matter experts are disaster recovery and grant management practitioners and implementers that maintain an active knowledge of federal policy and industry leading expertise in navigating federal programs to maximize and retain federal funding for impacted communities.

FEMA PA Worksheet Development

Thompson will assist the City with developing Project Worksheets (PWs) and necessary documentation to substantiate cost claims to FEMA for the Public Assistance (PA) program. Thompson will deploy consultants to coordinate PA operations with FDEM officials and prepare small and large project PWs to capture eligible costs incurred by the City. Throughout the PA process, Thompson carefully tracks all associated labor and expenses in accordance with FEMA DAP 9525.9, outlining eligibility requirements for reimbursement of Direct Administrative Costs (DAC), allowing the City to be reimbursed for the majority of Thompson's PA Consulting costs. Though some costs may remain ineligible for reimbursement by declaration in federal guidelines (i.e., indirect costs for FEMA PA), Thompson's emphasis on efficient performance and accurate cost tracking will ensure the City receives maximum reimbursement for Thompson's services.

Thompson applies a forward-thinking, collaborative, and cost-effective approach to FEMA PA consulting. Our tried and tested consultants are knowledgeable of PA program policy, requirements, and best-practices and draw upon experience to make certain PWs are efficiently and properly prepared, and whenever possible, are audit-ready at the time of submission. Through encouraging transparency between the City, FDEM, and FEMA, Thompson will seek to expedite City's recovery process, maximize

reimbursement, and limit the need for post-submittal administration including audit preparation and appeals support.

Thompson consultants have experience preparing and administering PWs in all categories of work including:

- Category A: Debris Removal
- Category B: Emergency Protective Measures
- Category C: Roads and bridges
- Category D: Water control facilities
- Category E: Public buildings and contents
- Category F: Public utilities
- Category G: Parks, recreational, and other facilities
- Category Z: Indirect and Direct Administrative Costs

Audit Ready Documentation

Throughout the duration of the project, the City will be provided access to the TDMSportal, which will include all project documentation and reports required by FEMA for review. Thompson's documentation process mirrors the FEMA GrantsPortal to expedite the submittal and review process.

For example, all reconciled invoices are delivered to the City for submission to FEMA as audit ready packages which include the contractor invoice, all supporting data in MS excel, Thompson's payment recommendation and an Adobe PDF of all associated load and unit tickets. Upon project completion, Thompson will provide the City with a final report that captures all reconciled cumulative project totals, with quantities broken out by debris type, DMS site, and final disposal location. A separate cost report, broken out by contract line item, will also be provided at project completion.

Figure D-12: TDMSportal Documentation Summary

DASHBOARD TRUCKS TICKETS PPDR TRANSACTIONS INVOICES MAPS REPORTS TIME ADMIN pSCAN LOGOUT					
Upload Reports Contract Documents					
REPORTS 0					
Download	Client	Date	Report Type	Comment	Action
	Leon County				
	Leon County	09/16/2019	All Truck Certs	Ashbritt	
	Leon County	09/16/2019	All Truck Certs	Ceres	
	Leon County	09/13/2019	All Daily Reports		
	Leon County	09/13/2019	All Daily Reports		
	Leon County	01/22/2019	Daily Report		
	Leon County	01/22/2019	Daily Report		
	Leon County	01/21/2019	Daily Report		

Audit Support

To the extent necessary, Thompson will provide the City with first and second appeal support for unfunded or de-obligated disaster related projects or initiatives that the City and Thompson mutually agree may be determined eligible by FEMA based on a re-review of existing project documentation or other review of new information presented to substantiate the eligibility of the project.

Grant Application, Administration & Management Services

Thompson consultants possess expertise in a variety of grant programs and can assist the City in maximizing grant funding, retaining obligated funds, and ensuring the City is prepared for audit and closeout. Committed to providing staff with real-life experience and success in managing grant programs including those of FEMA, FHWA, and HUD, Thompson's staffing and approach can be adjusted based on the situational needs of the City.

The FEMA Public Assistance (PA) Grant Program is the most common grant program funding disaster response and recovery projects for local governments. Thompson consultants have successfully assisted local governments, states, and FEMA in applying for and administering FEMA PA funding. What sets Thompson apart from other firms is our ability to maximize federal funding through efficient management of the City's FEMA PA participation, while capitalizing on additional federal grant sources to provide the City a complete recovery including community development and mitigation opportunities. The following sections provide a brief overview of the types of services Thompson may provide to the City under the FEMA PA program and other long-term recovery grant programs.

FEMA Public Assistance Consulting

Thompson will assist the City with developing Project Worksheets (PWs) and necessary documentation to substantiate cost claims to FEMA for the Public Assistance (PA) program.

Thompson's primary tasks associated with FEMA PA application, management, and administration include the following:

Table D-4: Long-Term Recovery and Grant Management Services

Service	Description
Preliminary Damage Assessment (PDA)	Assist City departments with damage assessment immediately following a disaster event to accurately capture estimated damages and provide state and federal officials the information required to warrant a presidential disaster declaration, activating opportunities for federal funding.
Data Collection and Documentation Management	Establish and maintain a documentation management process to quickly and completely capture costs associated with response and recovery. Prepare supporting documentation to fulfill grant application, reporting, and audit requirements.
Site Visits	Conduct site visits to damaged facilities, document damages and dimensions, collect GPS location and photographs.
Project Description and Scope Development	Complete detailed damage descriptions and scopes of work to include as narrative in PWs. Fully and accurately capture all damages to ensure City's applications are submitted for maximum reimbursement of all eligible costs.
Project Cost Estimation and Documentation	Prepare cost estimates and supporting documentation for incomplete projects and large projects. Include in PWs to obtain small project reimbursement and expedited payment of large projects.
Insurance Review and Subrogation	Identify insurance proceeds due to and/or received by City for projects to be submitted for PA funding. Adjust City funding requests appropriately.
Small and Large Project PW Preparation and Development	Preparation of PWs, grant application development for both small and large projects in all categories of work (A-G). Maintain collaboration with City, state, and federal officials throughout the process.
Alternate and Improved Project Funding Consultation	Prepare justification and requests for alternate and improved projects when appropriate.

Service	Description
Hazard Mitigation Funding Support (Section 406)	Identification of Section 406 hazard mitigation opportunities to reduce or eliminate the future threat of damages. Development of grant applications and grant/program management of mitigation project activities.
Special Consideration Assistance	Assist City in addressing potential environmental, historical, insurance, and federal compliance concerns associated with grant funded projects.
Construction Inspection	Construction Engineering and Inspection (CE&I) services and contractor monitoring of construction projects.
Grant/Program Administration and Financial Reconciliation	Administrative support associated with program reporting requirements, payment requests, and financial management of grant expenditures and reimbursement funding.
Interim and Final Project Inspections	Perform interim and final inspections of large projects to ensure compliance with project schedules and grant program requirements.
Evaluate and Estimate Cost Under/Overruns	Review of PW estimates and actual project costs to identify discrepancies. Include in PW versions to ensure City is fully and accurately reimbursed and prepared for audit.
Prepare PW Versions for Closeout	Prepare final PW versions incorporating any changes or alterations to projects prior to grant closeout. Coordinate with FDEM and FEMA to complete and submit for final approval.
Grant Closeout Services	Final reconciliation of expenditures to grant funds and insurance proceeds received. Adjustments for cost over runs and under runs.
Audit Assistance/Defense	Prepare final documentation required for audit. Review audit findings and address any additional requests for clarification or adjustments.
Appeal Development	Develop and prepare appeals of denied reimbursement of perceived eligible costs. Submit appeals within mandated deadlines that best defend the City and seek to maximize recovery and reimbursement.
Direct Administrative Cost (DAC) Recovery	Accurately capture and document Thompson's eligible direct administrative costs and recover portions of the costs associated with Thompson's services, and any eligible services performed by City staff, as provided in DAP 9525.9.

The tasks above will be conducted to develop and submit Project Worksheet form FF 90-91 and required backup information to include: category of work, damage description, scope of work, cost figures and supporting schedules, photographs, GPS coordinates, and other substantiating information required by FEMA, as described in the newly issued Public Assistance Program and Policy Guide, FP 104-009-2.

Long-Term Recovery & Grant Management Support

Successful recovery requires a comprehensive approach aimed at fulfilling long-term City goals that not only assist in an expedited emergency recovery process but strengthen City infrastructure to reduce or eliminate damage during future events. Thompson's consulting team is composed of multi-faceted professionals possessing experience with a variety of long-term recovery grant programs. Each team member's detailed understanding of various grant programs makes Thompson uniquely qualified to maximize the City's federal funding opportunities and execute long-term recovery and mitigation strategies. In addition to PA and general grant management support, Thompson commits to seeking out additional grant funding and providing the City expertise in the following programs among others.

- FEMA Hazard Mitigation Grant Program (HMGP)
- FEMA Pre-Disaster Mitigation (PDM)
- FEMA Flood Mitigation Assistance (FMA)
- HUD Community Development Block Grants (CDBG)
- NRCS Watershed Protection Program
- USDA Disaster Recovery Program

- FHWA Emergency Relief Program (ER)
- FSA Disaster Recovery Program

Utilizing one or a combination of multiple of the grant programs listed above, among numerous other grant sources that may become available to the City, Thompson commits to proactively identifying opportunities to maximize federal funding. Many of these grant programs are available to the City outside of a presidential disaster declaration. Regardless of the City's active involvement in disaster response and recovery, should the opportunity to fulfill City goals through obtaining federal funds arise, Thompson stands ready to provide grant-related support. Please see the sample list of long-term recovery and grant management support services, below, that Thompson can provide to the City.

Table D-5: Long-Term Recovery and Grant Management Services

Service	Description
Project Identification and Ranking	Collaborate with client representatives to identify and rank projects contributing to the long-term recovery of communities.
Long-Term Recovery Planning	Assist officials in developing plans to execute priority projects.
Community Outreach	Facilitation and management of call centers and public outreach meetings.
Benefit-Cost Analysis (BCA)	Utilize FEMA's established BCA software to demonstrate financial effectiveness and benefit of proposed projects.
Project Cost Estimation and Documentation	Prepare cost estimates and supporting documentation for incomplete projects and large projects. Include in PWs to obtain small project reimbursement and expedited payment of large projects.
Construction Inspection	Construction Engineering and Inspection (CE&I) services and contractor monitoring of construction projects.
Grant/Program Administration and Financial Reconciliation	Administrative support associated with program reporting requirements, payment requests, and financial management of grant expenditures and reimbursement funding.
Engineering, Design, and Administrative Cost Recovery	Monitor and track reimbursable engineering and administrative costs to minimize client's financial burden.
Interim and Final Project Inspections	Perform interim and final inspections of large projects to ensure compliance with project schedules and grant program requirements.
Grant Closeout Services	Final reconciliation of expenditures to grant funds and insurance proceeds received. Adjustments for cost over runs and under runs to provide applicant with complete recovery.

Innovative Concepts

Thompson has drawn on years of experience performing disaster debris removal monitoring services and has incorporated best-practices in mitigating a variety of risks associated with these services. Thompson invests considerable resources in technologies to support efficient debris removal monitoring including the Thompson Data Management Suite (TDMS) a critical component to ensuring quality data captured for reimbursement by FEMA. Our Approach details how we utilize TDMS to capture, review, and present quality data in a FEMA audit-ready format.

Data Redundancy, Security and Accessibility

Redundancy

Thompson utilizes the latest technologies and scalable enterprise relational database management systems (RDMS) for data management. All production databases reside on Thompson owned, dedicated,

and collocated servers in a Tier 3 data center that provides redundant power, space and internet connectivity.

Field level data collection with TDMS units are stored with Extensible Markup Language (XML) and stored in multiple locations on the localized device, middle tier servers, web servers and database servers. Middle tier processes control the batch level processing of the XML transactions with full rollback capabilities. The relational databases contain Globally Unique Identifiers (GUID) for all database table primary keys and foreign keys in a normalization concept of fourth normal form (4NF), adhering to the highest professional data standards.

Security

Thompson takes a proactive approach to ADMS management by utilizing real time analytics in the field. Software is utilized on tablets that manage staff, truck and disposal site locations while analyzing real time trip times, departures, and productivity. Operational analytic reports are used throughout daily operations to identify possible outliers for investigation.

In the event an ADMS unit is compromised, all load tickets for that day are immediately marked as ineligible and transferred to an investigation queue for review. Investigations typically will span 7 – 14 days of tickets in search of anomalies or fraud by desktop audit and then progressing to a field audit, depending upon findings. All findings are presented to the Contractor and Client for review and can be disputed and re-evaluated by either party.

Accessibility

Thompson provides access to *TDMSportal* which houses all information related to a project in a user-friendly web interface (not just an FTP file share type site). *TDMSportal* contains real time access to all field data as well as project maps, reports, invoices, and other administrative functions. All data can be downloaded in excel or as a zipped package (include excel exports, ticket image PDFs, photographs, etc.). *TDMSportal* has been developed specifically with the end goal of easily exporting all FEMA Project Worksheet related documents from a single source following the completion of the removal operations.

Field Safety

As stated throughout our proposal, Thompson employees are trained to put the safety of anyone on a jobsite above all else – even a project timeline. We believe that the health and safety of our employees are best protected when our activities are properly planned, so we work in advance to determine the different types of training and information our employees need. This includes the development of project-specific Health, Safety and Environmental (HSE) Execution Plan. The HSE provides a framework for health and safety execution so that our employees can perform their field duties safely and responsibly and understand the procedure for reporting unsafe work conditions, incidents, and injuries. The HSE also details project and site-specific precautions to be taken to avoid and mitigate the risk of hazards associated with work performed in the elements, around heavy equipment, near possible vehicle traffic, and on or near water.

TAB E

Financial History

Financial Stability

Thompson has been in business for over **70** years. We are financially stable and have the necessary personnel, equipment, and financial resources to meet contractual obligations and can provide services at the level required.

Thompson has both the financial capacity and the access to credit necessary to commence and continue project operations both before and while federal and/or state funds are approved. Through project initiation and implementation Thompson has demonstrated our capacity to perform monitoring programs prior to the obligation of grant funds.

In addition, Thompson's financial condition and credit rating is "Excellent" through our banking institution, and we consistently maintain a bonding capacity of over \$25 million. A letter from our Surety attesting to our bonding capacity has been included in Tab A, Required Documents.

Our goal is to provide the highest level of consulting services to our customers in a cost-effective manner. Through the attainment of this goal, we have been able to develop long-lasting relationships with our clients which have allowed our Company significant growth over the years.

Thompson has provided our most recent two (2) years of audited financial statements under separate cover marked Confidential.

Thompson Holdings Revenue

2017 - 2021

2021	- \$	97,600,000
2020	- \$	73,900,000
2019	- \$	70,000,000
2018	- \$	122,000,000
2017	- \$	83,000,000

TAB F

Proposed Fees

Thompson has completed and included “Attachment 1: Services Costs/Fee Proposal” form in the subsequent pages of this section.



(ATTACHMENT 1) SERVICES COSTS/FEES PROPOSAL

CITY OF PORT ORANGE

RFP #23-15

Disaster Debris Monitoring & Grant Consulting Services

Completed (Attachment 1) Services Costs/Fees Proposal form **MUST** be included with Submittal.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	Thompson Consulting Services, LLC
CONTACT PERSON:	Jon Hoyle, President
EMAIL ADDRESS:	jhoyle@thompsoncs.net
AUTHORIZED SIGNATURE:	

ITEM #	EMPLOYEE/SERVICE CATEGORY	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1	Project Management/On Site	100	\$ 54.00	\$5,400.00
2	Operations Manager/Administrator	50	\$ 15.00	\$750.00
3	Project Coordinators	150	\$ 15.00	\$2,250.00
4	Training and Exercise Coordinator	150	\$ 60.00	\$9,000.00
5	Data Manager	150	\$ 55.00	\$8,250.00
6	Field Collection Monitor/Supervisor	7,000	\$ 39.00	\$273,000.00
7	Debris Site/Tower Monitor	3,000	\$ 33.00	\$99,000.00
8	Crew Monitor	300	\$ 36.00	\$10,800.00
9	Emergency Management Planner	150	\$ 65.00	\$9,750.00
10	Senior Grant Consultant	60	\$ 95.00	\$5,700.00
11	FEMA Reimbursement Specialist	100	\$ 85.00	\$8,500.00
12	Quality Control Manager/Invoice Analyst	150	\$ 40.00	\$6,000.00
13	Grant Management Consultant	50	\$ 125.00	\$6,250.00
14	GIS Analyst	100	\$ 55.00	\$5,500.00
15	Administrative Support Staff	300	\$ 15.00	\$4,500.00
16	On Site Supervisor	1,000	\$ 39.00	\$39,000.00
17	Site Supervisor or Area Supervisor	1,500	\$ 39.00	\$58,500.00
18	Attorney	25	\$ 315.00	\$7,875.00
19	Subject Matter Expert	25	\$ 150.00	\$3,750.00
TOTAL COST:				\$ 563,775.00

Proposer may submit a schedule of additional positions, with corresponding hourly rates on the form below. Proposer must attach a job description for each additional position submitted.

THE FEES FOR ADDITIONAL POSITIONS ARE FOR FUTURE USE IF NECESSARY BY THE CITY. THEY WILL NOT BE A FACTOR IN THE EVALUATION OF COST.

The hourly rates shall include all costs associated with the position, including but not limited to applicable insurance, overhead and profit ,travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

ITEM #	ADDITIONAL POSITION(S) IF REQUIRED	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1				
2				
3				
4				
5				
6				
7				
8				
9				



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/19/2023

SUBJECT: (C9d) Approval of Extension No. 1 of the Animal Services and Trap Neuter Release (TNR) Agreement with Halifax Humane Society (HHS)

DEPARTMENT: Police Services

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Extension No. 1 for a two month extension to the existing annual contract for services with Halifax Humane Society and authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: This is a two-month extension of the existing contract for animal services and the Trap Neuter Release services provided by the Halifax Humane Society. The Halifax Humane Society (HHS) is again under new leadership and has proposed a revised service agreement with all municipalities in Volusia County who contract for services with HHS. The cities have collectively asked for a two-month extension of the current agreement in order to give us time to negotiate the new contract terms proposed by HHS. Services include, but are not limited to, temporary impoundment, spay and neuter, vaccination, adoption, euthanasia and ear-tipping of feral cats as part of the City's Trap Neuter Release (TNR) program.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	HHS Extension No. 1	HHS Extension No. 1.pdf
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Eric Fisher	Created/Initiated - 8/22/2023
Manuel Marino	Approved - 9/5/2023
John McKinney	Approved - 9/7/2023
Matthew Jones	Approved - 9/7/2023
Wayne Clark	Approved - 9/12/2023
Tracee Cody	Final Approval - 9/12/2023

EXTENSION NO. 1
TO AGREEMENT FOR SERVICES BETWEEN HALIFAX HUMANE SOCIETY, INC. AND THE CITY OF PORT ORANGE
DATED JANUARY 7, 2023

THIS EXTENSION NO. 1 ("Extension") is entered into on the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "Impounding Agency" or "City") and **HALIFAX HUMANE SOCIETY, INC.** ("Humane Society"), a Florida Not For Profit Corporation whose principal address is 2364 West LPGA Boulevard, Daytona Beach, FL 32124 (collectively "the Parties"). The Parties have agreed as follows:

WHEREAS, on the 7th day of January, 2023, the Parties entered into an Agreement for Services ("Contract"), with an initial term commencing on February 1, 2023 and continuing until midnight on September 30, 2023; and

WHEREAS, the Parties desire to extend the Contract for two additional months in order for the parties to negotiate a new service agreement, notwithstanding the date of execution of this Extension, to commence on October 1st, 2023 and continue until November 30, 2023, allowing for further negotiations; and

WHEREAS, the Port Orange City Council has determined that the execution of this Extension is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

The foregoing recitals are true and correct and incorporated herein.

1. **Term.** The Term of the Contract is hereby extended for two additional months. Notwithstanding the date of execution, the Contract shall continue until November 30, 2023, without any changes to the terms therein.
2. **Integration.** This Extension expressly modifies the Contract and shall supersede all previous communications, representations, or agreements, written or verbal, between the Parties. In the event of a conflict, the terms and conditions of this Extension shall prevail. Unless modified herein, the original terms of the Contract shall remain in full force and effect.
3. **Contract Construction.** This Extension may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Extension shall be deemed valid as if an original signature was delivered. No contract shall be formed between Humane Society and the City until the City signs this Extension.
4. **Authority to Sign.** Each person signing this Extension warrants that he or she is duly authorized to do so and to bind the respective party to the Extension.

HALIFAX HUMANE SOCIETY, INC.

By: Adam Leath
Printed Name: Adam Leath
Title: CEO

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: 9/6/23

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

Attest:

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/19/2023

SUBJECT: (C10) Approval of FY 2023 Utility Billing and Accounts Receivable Accounting Adjustment

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the Write-off of Uncollectible Accounts Receivable Debts and authorize the Finance Director or their designee to adjust accounts with an effective date of September 30, 2023.

SUMMARY: Throughout each fiscal year, the City accumulates various types of uncollectible revenue as a result of accounts being terminated, individuals filing for bankruptcy, businesses becoming inactive, or balances being outstanding over 180 days. These amounts are subject to write-off at the end of each fiscal year.

This process is an accounting procedure following the Generally Accepted Accounting Principles (GAAP), which lays the framework of accounting practices in the U.S. In applying GAAP accounting principles, the act of writing off outstanding account balances is a necessary accounting function that leads to an accounting adjustment on the City's Financial Statements to accurately show the outstanding balance and the expectation of that timely collection is unlikely. If a customer's account has been written off as uncollectible on the City Financial Statements, this does not erase or forgive that debt. The City can and does collect some portion of the amount owed by those customers by several methods. If it is an owner-occupied location, liens are filed with the Clerk of Court. These liens are typically satisfied when the property is conveyed. For tenant accounts, when the customer requests new utility services, we are able to collect the prior balance before establishing a new service.

The City provides utility services to approximately 29,000 customers and the monthly billing is settled in arrears (after usage has occurred). Since services are provided before receiving payment, inevitably, the City has customers that do not pay for the services provided. When this occurs, staff reaches out to the customer to try to collect the outstanding payment, including follow-up notices and phone calls to remind them of the outstanding balance and encourage payment. However, the longer the customer account goes without payment, the less likely that any payment will be received. The last write-off submitted to the Council was September 20, 2022.

The amount requested for utility adjustment is \$17,151.19. This includes:

-
- 175 accounts (143 tenants & 32 owners)
 - Tenant accounts of \$15,539.46
 - Owner accounts of \$1,611.73
 - The average delinquency is \$98.01
 - 1 delinquency over \$1,000
 - It represents less than 0.0004123% of our annual billings for utility services

Additionally, the City provides various services to individuals within Port Orange, from fire inspection services, special events, hazardous use permits, business tax receipts (BTRs), and legal advertisement fees for ads. The amount requested for adjustment for Miscellaneous Receivables is \$11,430.30.

The total adjustments of \$28,581.49 can be found in Exhibit A.

PRESENTER: John McKinney

ATTACHMENTS:

1.	FY 2023 Accounting Adjustment	FY 2023 Accounting Adjustment.pdf
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John McKinney	Created/Initiated - 8/31/2023
John McKinney	Approved - 9/7/2023
Matthew Jones	Approved - 9/7/2023
Wayne Clark	Approved - 9/12/2023
Tracee Cody	Final Approval - 9/12/2023

Customer Service Utilities

Account Number	Date Finaled	Service Address	Balance	Customer Type
188543-36425	7/29/2022	5313 PLANTATION HOME	\$ 6.89	OW
180945-6493	7/7/2022	730 BARLOW	\$ 7.00	OW
198861-20682	4/22/2022	717 TARRY TOWN	\$ 10.17	OW
183607-25167	4/7/2022	5032 PALMETTO	\$ 14.38	OW
17049-9734	6/6/2022	644 SWEETWOOD	\$ 15.81	OW
48843-6381	5/16/2022	5473 ISABELLE	\$ 16.08	OW
42319-24490	6/8/2022	4007 N WATERBRIDGE	\$ 16.27	OW
200407-41562	3/30/2022	6271 W FALLSGROVE	\$ 17.17	OW
191937-23329	6/15/2022	3120 LIBERTY	\$ 21.46	OW
200217-41065	3/22/2022	1682 COULTER	\$ 22.07	OW
152895-39379	4/12/2022	3973 SUNSET COVE	\$ 23.25	OW
201181-6336	5/24/2022	5409 ISABELLE	\$ 24.04	OW
76693-6421	1/13/2022	5457 PINELAND	\$ 24.70	OW
5089-10083	6/3/2022	106 DOVER	\$ 24.79	OW
118563-25174	2/18/2022	5040 RIDGEWOOD 1	\$ 31.16	OW
72503-6609	7/25/2022	1128 GREENBRIAR	\$ 36.05	OW
119757-12897	4/12/2022	91 MOONSTONE	\$ 36.84	OW
74195-28390	6/3/2022	1479 SURREY PARK	\$ 49.77	OW
189865-28177	5/10/2022	6005 HICKORY GROVE	\$ 51.23	OW
150527-5182	7/13/2022	4565 WOODCOVE	\$ 51.72	OW
180721-9811	3/21/2022	812 BAYRIDGE	\$ 56.89	OW
38305-13110	6/2/2022	3602 SOCHA	\$ 62.27	OW
141385-1798	8/31/2022	3530 RED PONTIAC	\$ 64.06	OW
10697-10093	4/20/2022	243 BRITTANY	\$ 67.90	OW
40673-24110	7/11/2022	3799 EMILIA	\$ 68.70	OW
17687-1488	3/16/2022	703 DOVE	\$ 72.97	OW
194501-41543	6/2/2022	6244 WOODHAVEN VILLAGE	\$ 80.40	OW
173643-8382	4/1/2022	904 SMOKERISE	\$ 81.95	OW
165729-83	4/26/2022	3547 FOREST BRANCH C	\$ 93.54	OW
186665-35045	3/24/2022	5422 FREDERICK LAKE	\$ 113.18	OW
165451-4817	2/1/2022	1026 STONYBROOK	\$ 169.28	OW
27517-4154	7/29/2022	1053 SAMMS	\$ 179.74	OW
194387-20888	1/3/2022	805 LOUISVILLE 10	\$ 62.97	RT
112497-13756	1/3/2022	6234 POPLAR GROVE	\$ 29.38	RT
179567-38305	1/4/2022	1936 COVE POINT	\$ 44.69	RT
197491-23809	1/4/2022	3656 JACKSON D15	\$ 78.64	RT
182895-13156	1/5/2022	3471 COUNTRY WALK	\$ 11.10	RT
109111-34963	1/12/2022	5626 BALD EAGLE	\$ 18.91	RT
167549-18082	1/13/2022	69 TROPICAL	\$ 215.59	RT
192109-17600	1/13/2022	12 PALM CASTLE	\$ 57.26	RT
154563-4889	1/18/2022	890 STONYBROOK	\$ 57.15	RT
184751-15878	1/18/2022	305 CHARLES	\$ 144.45	RT
194253-3442	1/18/2022	54 GOLDEN GATE	\$ 114.53	RT
196501-40784	1/18/2022	1643 PHAM	\$ 140.06	RT
194539-24087	1/18/2022	3780 CLYDE MORRIS 902	\$ 23.09	RT
195583-1405	1/18/2022	110 KON TIKI	\$ 11.09	RT
162817-7515	1/20/2022	970 E BRAMBLE BUSH	\$ 85.63	RT
197765-13904	1/25/2022	4275 RIDGEWOOD	\$ 11.24	RT
185873-25253	1/25/2022	5113 PINELAND C	\$ 35.88	RT
194055-19172	1/31/2022	190 SAND PEBBLE	\$ 74.56	RT
187557-18235	2/1/2022	96 E BAYSHORE	\$ 46.47	RT
189515-20889	2/1/2022	805 LOUISVILLE 11	\$ 44.69	RT
197621-25217	2/4/2022	5090 ORANGE B	\$ 21.04	RT
147991-37283	2/7/2022	1926 YELLOWFIN	\$ 174.25	RT
132031-19623	2/7/2022	260 PALM CASTLE	\$ 151.65	RT
194881-17456	2/8/2022	2 E MAGNOLIA	\$ 19.17	RT
185227-7969	2/8/2022	910 FRUITWOOD	\$ 166.78	RT
192555-16248	2/8/2022	3960 OAK TRAIL 2906	\$ 86.41	RT
174527-17843	2/9/2022	38 FREDERICK	\$ 110.61	RT
123957-20922	2/11/2022	813 SUGAR HOUSE	\$ 41.75	RT
168431-22565	2/11/2022	1414 N DEXTER	\$ 68.56	RT
153735-25590	2/12/2022	5445 WILSON	\$ 191.21	RT
115457-16504	2/14/2022	17 ROYAL PALM	\$ 78.09	RT
180997-20021	2/14/2022	371 KUMQUAT	\$ 1,639.53	RT
195305-17715	2/21/2022	22 FREDERICK	\$ 28.57	RT
187961-7524	2/28/2022	959 SANDLE WOOD	\$ 52.00	RT
170103-10217	2/28/2022	221 N BRIGHTON	\$ 36.04	RT
195125-17256	3/1/2022	5802 SPRUCE CREEK	\$ 116.72	RT
184631-12709	3/8/2022	812 SUGAR HOUSE	\$ 40.42	RT

Customer Service Utilities

Account Number	Date Finaled	Service Address	Balance	Customer Type
192505-13951	3/9/2022	543 ORANGE	\$ 28.99	RT
186417-18987	3/14/2022	153 CROWELL	\$ 307.81	RT
195341-20042	3/14/2022	378 POINSIANNA	\$ 42.46	RT
184615-24436	3/21/2022	3960 WILLOW TRAIL H31	\$ 82.35	RT
189429-33121	3/23/2022	1303 SHADOW PATH	\$ 290.30	RT
168549-24412	3/23/2022	3960 OAK TRAIL 3506	\$ 51.63	RT
171537-24035	3/24/2022	3780 CLYDE MORRIS 2303	\$ 95.13	RT
189087-29193	3/28/2022	3528 FOREST BRANCH C	\$ 11.48	RT
197335-20893	3/29/2022	805 LOUISVILLE 3	\$ 147.84	RT
191661-21414	3/29/2022	980 CANALVIEW N2	\$ 237.45	RT
177089-35897	3/30/2022	5007 SAIL	\$ 127.91	RT
198631-30455	4/1/2022	5840 RIDGEWOOD	\$ 421.08	RT
187979-7073	4/1/2022	1228 WINDSOR	\$ 41.56	RT
191141-6820	4/5/2022	54 ELDA	\$ 47.65	RT
200297-24384	4/5/2022	3960 OAK TRAIL 2908	\$ 38.73	RT
188055-3454	4/5/2022	67 GOLDEN GATE	\$ 159.24	RT
172259-12598	4/6/2022	893 CHRISTY	\$ 199.69	RT
194517-24402	4/7/2022	3960 OAK TRAIL 3306	\$ 272.60	RT
190947-12972	4/7/2022	17 SPRINGWOOD	\$ 297.97	RT
195313-33466	4/8/2022	5411 FAN PALM	\$ 142.45	RT
184877-24354	4/8/2022	3960 OAK TRAIL 1908	\$ 79.36	RT
187553-37621	4/11/2022	1980 YELLOWFIN	\$ 80.86	RT
121449-12369	4/11/2022	3617 DAME	\$ 59.02	RT
190425-3159	4/12/2022	1508 LEONE	\$ 71.54	RT
191777-24093	4/19/2022	3780 CLYDE MORRIS 908	\$ 97.60	RT
170811-19095	4/21/2022	173 BECKY	\$ 389.68	RT
164433-13643	4/25/2022	6193 SEQUOIA	\$ 58.31	RT
195587-13005	4/25/2022	50 SPRINGWOOD	\$ 86.63	RT
193895-25284	4/26/2022	5120 TAYLOR B	\$ 101.47	RT
189481-25133	4/26/2022	4863 ORANGE	\$ 89.98	RT
199035-5595	4/26/2022	5252 ROGERS	\$ 160.41	RT
191601-6407	5/2/2022	5476 ISABELLE	\$ 44.56	RT
88173-5697	5/3/2022	5176 TAYLOR	\$ 12.98	RT
188509-39927	5/3/2022	5790 JOURNEYS END	\$ 80.68	RT
158007-9612	5/3/2022	737 TUMBLEBROOK	\$ 21.29	RT
123009-22998	5/3/2022	2317 COSTA DEL SOL	\$ 12.61	RT
198661-24293	5/4/2022	3933 S PENINSULA	\$ 27.52	RT
199271-24391	5/4/2022	3960 OAK TRAIL 3105	\$ 153.71	RT
179127-18306	5/5/2022	102 JUDGES	\$ 18.35	RT
199023-7367	5/19/2022	923 TALL PINE	\$ 19.53	RT
199779-25235	5/23/2022	5104 ISABELLE B	\$ 111.27	RT
157483-11062	5/23/2022	5813 SPRUCE CREEK	\$ 113.18	RT
196815-25369	5/24/2022	5230 CHRISTIANCY	\$ 60.57	RT
191057-459	5/25/2022	209 OCEAN	\$ 87.93	RT
110255-7428	5/26/2022	971 SAND CREST	\$ 269.12	RT
87995-25250	5/27/2022	5112 TAYLOR C	\$ 50.72	RT
189989-34161	5/31/2022	6769 CALISTOGA	\$ 20.46	RT
118681-2253	5/31/2022	26 WOODLAKE	\$ 127.11	RT
190421-25333	6/1/2022	5201 ROGERS	\$ 79.85	RT
165663-24460	6/1/2022	3960 WILLOW TRAIL H32	\$ 14.19	RT
181011-4321	6/2/2022	1085 OAK FOREST	\$ 136.47	RT
190399-24046	6/2/2022	3780 CLYDE MORRIS 305	\$ 61.19	RT
190969-13062	6/6/2022	107 SPRINGWOOD	\$ 132.81	RT
85033-10492	6/9/2022	600 DEVON	\$ 218.55	RT
165119-3824	6/9/2022	266 MANHATTAN	\$ 117.91	RT
195477-13258	6/15/2022	729 OLD SUGAR MILL	\$ 87.15	RT
175595-19682	6/21/2022	278 PALM CASTLE	\$ 86.51	RT
181829-6643	6/21/2022	1140 MILLBROOK	\$ 103.91	RT
85701-16302	6/25/2022	104 DUBLIN	\$ 93.77	RT
176269-14588	6/28/2022	4989 RIDGEWOOD	\$ 186.89	RT
91289-19454	6/28/2022	228 CHRIS	\$ 113.21	RT
127331-19370	6/28/2022	216 SKIPPER	\$ 6.36	RT
201827-40199	6/28/2022	500 OAK HM15	\$ 67.50	RT
191469-19545	6/29/2022	242 ORCHARD 4	\$ 49.85	RT
189011-9620	6/30/2022	653 TUMBLEBROOK	\$ 32.20	RT
164891-3547	6/30/2022	165 IRON GATE	\$ 162.18	RT
162971-41103	7/1/2022	5343 SANDPINE HAVEN	\$ 75.25	RT
196969-12707	7/1/2022	806 SUGAR HOUSE	\$ 101.62	RT
133873-3236	7/1/2022	1545 RUSTY	\$ 13.95	RT

Customer Service Utilities

Account Number	Date Finaled	Service Address	Balance	Customer Type
192869-27354	7/5/2022	791 FOXHOUND	\$ 163.80	RT
117097-25512	7/5/2022	5416 NEWMAN	\$ 35.13	RT
99553-2616	7/6/2022	1217 THOMASINA	\$ 72.35	RT
169697-22369	7/6/2022	1350 CALLE DEL SOL	\$ 103.58	RT
180819-36462	7/12/2022	6808 AMICI	\$ 83.24	RT
197649-19860	7/14/2022	316 MAGNOLIA	\$ 44.26	RT
193529-33229	7/15/2022	5008 SAIL	\$ 88.14	RT
186843-41185	7/15/2022	6278 W FALLSGROVE	\$ 12.13	RT
183359-1184	7/15/2022	610 POWERS	\$ 61.55	RT
180869-17972	7/20/2022	53 N GREENWAY	\$ 170.22	RT
127285-12727	7/22/2022	850 SUGAR HOUSE	\$ 6.97	RT
171537-23967	7/22/2022	3780 CLYDE MORRIS 1502	\$ 45.27	RT
193321-24077	7/22/2022	3780 CLYDE MORRIS 708	\$ 91.55	RT
196237-23935	7/26/2022	3780 CLYDE MORRIS 1102	\$ 85.38	RT
186133-26036	7/27/2022	5657 ISABELLE	\$ 42.96	RT
200145-6388	7/29/2022	5466 ROGERS	\$ 502.99	RT
188651-20034	7/29/2022	375 POINSIANNA	\$ 66.71	RT
195523-40449	8/1/2022	5400 HUTCHINSON	\$ 81.09	RT
192293-31849	8/1/2022	1671 PROMENADE	\$ 98.35	RT
199289-5413	8/8/2022	5304 LANDIS	\$ 162.06	RT
192629-33384	8/8/2022	5430 WARD LAKE	\$ 0.20	RT
19715-13255	8/8/2022	741 OLD SUGAR MILL	\$ 91.42	RT
189303-8656	8/10/2022	841 CHICKADEE	\$ 31.34	RT
181701-19023	8/10/2022	158 ORCHID	\$ 111.72	RT
186273-9179	8/12/2022	31 LAKEPOINT	\$ 28.82	RT
195851-18301	8/13/2022	102 FLAMINGO	\$ 351.30	RT
192687-28967	8/15/2022	4020 NOVA F	\$ 60.77	RT
198003-14024	8/16/2022	535 LAFAYETTE	\$ 150.53	RT
197213-40561	8/18/2022	5418 HUTCHINSON	\$ 72.37	RT
185217-16644	8/18/2022	3830 LONG GROVE	\$ 168.95	RT
192339-25554	8/19/2022	5431 TAYLOR	\$ 123.46	RT
164637-15913	8/19/2022	3817 LONG GROVE	\$ 168.81	RT
183243-18983	8/20/2022	152 PIEDMONT	\$ 68.41	RT
197545-21403	8/20/2022	980 CANALVIEW J7	\$ 54.91	RT
153787-8656	8/26/2022	841 CHICKADEE	\$ 24.09	RT
121621-14367	8/26/2022	5610 DURANT	\$ 73.76	RT
194513-24034	8/26/2022	3780 CLYDE MORRIS 2302	\$ 118.60	RT
Customer Service Utilities Write-offs			Total	
			\$ 17,151.19	

Community Development Business Tax Receipts

Year	Number	Business Name	Charges	Payments	Total Due	Business Status
22	00007356	DAVID DOOLITTLE MANAGEMENT SVC	\$ 62.50	\$ 50.00	\$ 12.50	Inactive
22	00017376	MATTHEW CRAMER	\$ 50.00	\$ -	\$ 50.00	Inactive
22	00023457	CHUCK E CHEESE'S # 776	\$ 220.00	\$ 183.50	\$ 36.50	Inactive
22	00023942	VAPERMATE AT STUFF-N-PUFFS INC	\$ 55.00	\$ 50.00	\$ 5.00	Inactive
22	00026438	MARIELLE BEAUCHAMP DMD PLLC	\$ 25.00	\$ 20.00	\$ 5.00	Inactive
22	00026545	HEMPWICK	\$ 62.50	\$ 50.00	\$ 12.50	Inactive
22	00026741	MR. PRESSURE WASHER, LLC	\$ 62.50	\$ 55.00	\$ 7.50	Inactive
22	00026868	CHASING72, INC.	\$ 62.50	\$ 50.00	\$ 12.50	Inactive
22	00026869	4 STAR DENTAL EQUIPMENT, INC.	\$ 62.50	\$ 50.00	\$ 12.50	Inactive
22	00026916	SPRINT #D1L8	\$ 62.50	\$ -	\$ 62.50	Inactive
22	00027005	DAD BOD SHOP	\$ 50.00	\$ -	\$ 50.00	Inactive
22	00027148	TALENTOSO LLC	\$ 20.00	\$ -	\$ 20.00	Inactive
22	00027252	CHRIS HAWKINS CREATIONS INC	\$ 3.00	\$ -	\$ 3.00	Inactive
22	00027253	CHRIS HAWKINS CREATIONS INC	\$ 3.00	\$ -	\$ 3.00	Inactive
22	00027259	FLORIDA EAST COAST RECOVERY LL	\$ 3.00	\$ -	\$ 3.00	Inactive
22	00027264	GERALD L HOOPER II	\$ 10.00	\$ -	\$ 10.00	Inactive

Community Development Business Tax Receipts -Write-offs**\$ 305.50**

Customer Accounts Write-offs

Customer Number	Customer	Writeoff Reason	Total Writeoff Amount
CU-000169	Estate of James V. Costanzo	Uncollectable Property Forclosed	\$ 10,829.12
CU-000256	Access Senior Resources & Consulting, LLC	Disputed Amount on Interest and Penalties	\$ 152.07
1936	Best Choice Auto Care	Out of Business	\$ 35.00
1836	Rowleys Printing Service	Out of Business	\$ 73.61
2468	S&S Auto Ventures-Tuffy Auto	Out of Business	\$ 35.00
Customer Accounts Write-offs		Total	<u>\$ 11,124.80</u>



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/19/2023

SUBJECT: (C11) Resolution No. 23-39 - Approval of Florida Division of Emergency Management Subrecipient Agreement for Hurricane Nicole

DEPARTMENT: Finance

GOAL: 2 - Infrastructure
5 - Fiscal Sustainability

RECOMMENDED MOTION: Motion to approve Resolution No. 23-39 and the Subrecipient Agreement between the City of Port Orange and the Florida Division of Emergency Management for Hurricane Nicole; authorizing the Mayor and City Clerk to execute the agreement and attachments; authorizing the City Manager or designee to execute and submit Budget Amendment and Reimbursement Request Forms pursuant to the agreement.

SUMMARY: Hurricane Nicole impacted the city on Wednesday, November 9 through Friday, November 11 with winds and heavy rains, resulting in additional wind-borne debris and flooding. The majority of the damage was due to a breach in the Cambridge Stormwater Basin. Staff continues work to repair city facilities and parks from both Hurricane Ian and Nicole. Because there was still a substantial amount of Hurricane Ian debris waiting to be removed when Nicole impacted Port Orange about a month later, staff could not determine how much debris was generated by Hurricane Nicole. Therefore, the request for reimbursement is limited to damage to city parks and other facilities.

Staff have worked with the State of Florida and FEMA representatives to navigate the required public assistance programs. FEMA's Public Assistance program is a Federal grant to aid State and Local governments in returning a disaster area to pre-disaster conditions. The grant is provided to primarily address the repair and restoration of public facilities and infrastructure which have been damaged or destroyed or the restoration of services that were negatively impacted. Because Port Orange's Request for Public Assistance (RPA) was approved, it is now necessary to enter into the attached Agreement with the Florida Division of Emergency Management. Through FEMA's Public Assistance Grant Program, Port Orange is qualified for 75% to 100% reimbursement on eligible costs associated with Hurricane Nicole. Staff have worked with FEMA and FDEM and have submitted \$6 million to fund protective measures, initial repairs, insurance deductibles and permanent repairs to the Cambridge Stormwater Basin and Dunlawton boat docks. These costs have been initially reviewed by FEMA for inclusion into the Public Assistance Program with no uncertainties about funding eligibility. Staff is confident that these projects are eligible for reimbursement through

FEMA and the State Public Assistance grant programs. Staff continues to receive estimates of the total eligible cost for these items. It is estimated that FEMA will reimburse up to 75% of eligible expenditures and the State will reimburse up to 12.5% of eligible expenditures, leaving Port Orange to fund the remaining 12.5%. Staff estimates the City's portion will not exceed \$1 million based on past disasters and current estimates received.

This agreement is for the Public Assistance Program including, Categories B through G with the State of Florida (See the FEMA Public Assistance Fact Sheet attached for a description of these categories).

In addition, staff will continue to work with Thompson Consulting, grant reimbursement consultant to provide support and Federal program expertise to identify all eligible activities for FEMA / Federal Funding to repair, restore, and mitigate the local public infrastructure impacted and vulnerable to the hazards of current and future incidents. Our consultant will work with the State Level Grantee and FEMA to maximize the eligible Public Assistance recovery.

PRESENTER: John McKinney

ATTACHMENTS:

1.	Resolution No. 23-39	Resolution No. 23-39.pdf
2.	DR4680-Z3635-Port Orange City of-Subgrant Agreement Template	DR4680-Z3635-Port Orange City of-Subgrant Agreement Template.pdf
3.	FEMA Public Assistance Fact Sheet	FEMA Public Assistance Fact Sheet.pdf

Tracee Cody	Created/Initiated - 8/31/2023
John McKinney	Approved - 9/7/2023
Matthew Jones	Approved - 9/11/2023
Wayne Clark	Approved - 9/12/2023
Tracee Cody	Final Approval - 9/12/2023

RESOLUTION NO. 23-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE SUBRECIPIENT AGREEMENT FROM THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT (FDEM) FOR DR-4680 HURRICANE NICOLE SUBRECIPIENT PROGRAM; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT AND ATTACHMENTS; AUTHORIZING THE MANAGER OR DESIGNEE THE AUTHORITY TO SUBMIT AND EXECUTE BUDGET AMENDMENT AND REIMBURSEMENT REQUEST FORMS PURSUANT TO THE AGREEMENT; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Division of Emergency Management provides financial assistance to communities to respond to and recover from major disasters or emergencies and for limited mitigation measures; and

WHEREAS, the City Council of the City of Port Orange approves submitting reimbursements for eligible, necessary expenditures incurred due to Hurricane Nicole; and

WHEREAS, the Florida Division of Emergency Management amount of total available funding for this subgrant (Z3635) is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for Hurricane Nicole payments to Subrecipients are contingent upon the granting of budget authority to the Division by the United States Department of Homeland Security.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange hereby approves the

Subrecipient Agreement (Z3635) for funds from Florida Division of Emergency Management in an amount contingent upon the granting of budget authority to the Division by the United States Department of Homeland Security.

Section 2. The Mayor and City Clerk are authorized to execute the Agreement and any attachments thereto.

Section 3. The City Manager or designee are authorized to execute and submit the Budget Amendment and Reimbursement Request Forms.

Section 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

Section 5. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City

Clerk Adopted on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4680 - Hurricane Nicole

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: Port Orange, City Of

Subrecipient's unique entity identifier: LV8ZD1LYF3H4

Federal Award Date: Dec 17, 2022

Subaward Period of Performance Start and End Date (Cat A-B): Nov 7, 2022 - June 13, 2023

Subaward Period of Performance Start and End Date (Cat C-G): Nov 7, 2022 - June 13, 2024

Amount of Federal Funds Obligated by this Agreement: N/A

Total Amount of Federal Funds Obligated to the Subrecipient

by the pass-through entity to include this Agreement:

Total Amount of the Federal Award committed to the Subrecipient

by the pass-through entity:

Federal award project description (see Federal Funding

Accountability and Transparency Act (FFATA):

Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.

Name of Federal awarding agency:

Department of Homeland Security (DHS)
Federal Emergency Management Agency
(FEMA)

Name of pass-through entity:

Florida Division of Emergency
Management (FDEM)

Contact information for the pass-through entity:

2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number):

97.036

Assistance Listing Program Title (Formerly CFDA program Title): Disaster Grants - Public Assistance (Presidentially Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Port Orange, City Of (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein:

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name Jennifer Stallings
Title Grant Program Manager
Bureau of Recovery
Address: Florida Division of Emergency Management
 2555 Shumard Oak Blvd.
 Tallahassee, FL 32399-2100
Telephone: (850) 815-4408
Email: Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: John McKinney
Address: 1000 City Center Circle Port Orange FL 32129

Telephone: 386-506-5503
Email: jmckinney@port-orange.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4680 - Hurricane Nicole. Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

(10) PAYMENT

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

(11) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(12) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

(13) AUDITS

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

(14) REPORTS

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division’s Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.
- c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

(15) MONITORING

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

(16) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(17) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(18) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Attachment A – Certification Regarding Debarment
- ii. Attachment B – Systems Access Form
- iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: Port Orange, City Of

By: _____

(Signature)

Donald O. Burnette

Name: _____

Mayor

Title: _____

Date: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Governor's Authorized Representative

Date: _____

Attachment A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____

Signature

Donald O. Burnette, Mayor

Name and Title

1000 City Center Circle

Street Address

Port Orange, FL, 32129

City, State, Zip

Date

Port Orange, City Of

Subrecipient's Name

Z3635

DEM Contract Number

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Port Orange, City Of

Box 1: Authorized Agent (Full Access)

Name Donald O. Burnette
 Signature
 Organization / Official Position Mayor
 Mailing Address 1000 City Center Circle
 City, State, Zip Port Orange, FL 32129
 Daytime Telephone 386-506-5502
 E-mail Address dburnette@port-orange.org

Box 2: Primary Contact (Full Access)

Name Linda Truitt
 Signature
 Organization / Official Position Assistant Finance Director
 Mailing Address 1000 City Center Circle
 City, State, Zip Florida 32129
 Daytime Telephone 386-506-5743
 E-mail Address ltruitt@port-orange.org

Box 3: Alternate Contact (Full Access)

Name Jonathan McKinney
 Signature
 Organization / Official Position Assistant City Manager / Finance Director
 Mailing Address 1000 City Center Circle
 City, State, Zip Port Orange, FL 32129
 Daytime Telephone 386-506-5503
 E-mail Address jmckinney@port-orange.org

Box 4: Other-Finance/Point of Contact (Full Access)

Name Deanie Smith
 Signature
 Organization / Official Position Budget Manager
 Mailing Address 1000 City Center Circle
 City, State, Zip Port Orange, FL 32129
 Daytime Telephone 386-506-5713
 E-mail Address dsmith@port-orange.org

Box 5: Other-Risk Mgmt-Insurance (Full Access)

Name
 Signature
 Organization / Official Position
 Mailing Address
 City, State, Zip
 Daytime Telephone
 E-mail Address

Box 6: Other-Environmental-Historic (Full Access)

Name
 Signature
 Organization / Official Position
 Mailing Address
 City, State, Zip
 Daytime Telephone
 E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

Subrecipient Authorized Representative Signature

Date

**SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Subrecipient: Port Orange, City Of

Date:

Box 7: Other (Read Only Access)

Box 8: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 9: Other (Read Only Access)

Box 10: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Box 11: Other (Read Only Access)

Box 12: Other (Read Only Access)

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Name
Signature
Organization / Official Position
Mailing Address
City, State, Zip
Daytime Telephone
E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** October **Day:** 1

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000412

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 127-58575-00

Attachment C
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

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

The Subrecipient or contractor, City of Port Orange, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/contractor's Authorized Official

Donald O. Burnette, Mayor

Name and Title of Subrecipient/contractor's Authorized Official

Date



Public Assistance

Overview

Public Assistance (PA) is FEMA's largest grant program providing funds to assist communities responding to and recovering from major disasters or emergencies declared by the President. The program provides funding for emergency assistance to save lives and protect property, and assists with funding for permanently restoring community infrastructure affected by a federally declared incident.

Eligible Applicants

Eligible applicants include states, federally recognized tribal governments (including Alaska Native villages and organizations so long as they are not privately owned), U.S. territories, local governments, and certain private non-profit (PNP) organizations.

PNPs must have "an effective ruling letter from the U.S. Internal Revenue Service, granting tax exemption under sections 501(c), (d), or (e) of the Internal Revenue Code of 1954, or satisfactory evidence from the State that the nonrevenue producing organization or entity is a nonprofit one organized or doing business under State law."¹ Additionally, for a PNP operated facility to be eligible, the PNP must demonstrate the facility provides a critical service or provides a non-critical, but essential government service and is open to the general public. A facility that provides a critical service is defined as one used for an educational, utility, emergency, or medical purpose.²

Project Categories

FEMA processes PA grant funding according to the type of work the applicant undertakes. Eligible work must be required as a result of the declared incident, be located in the designated area, be the legal responsibility of the applicant, and be undertaken at a reasonable cost.

Eligible work is classified into the following categories:

Emergency Work

Category A: Debris removal

Category B: Emergency protective measures

Permanent Work

Category C: Roads and bridges

Category D: Water control facilities

Category E: Public buildings and contents

Category F: Public utilities

Category G: Parks, recreational, and other facilities

Federal funding guidelines for each of these categories are listed in the *Public Assistance Program and Policy Guide*, which is located online [at fema.gov/public-assistance-policy-and-guidance](https://www.fema.gov/public-assistance-policy-and-guidance).

Application Process

After a federal declaration, the recipient (i.e. state, tribe, or territory) conducts Applicant Briefings to inform potential applicants (i.e. state, local, tribal, territorial, and PNP officials) of the assistance available and how to apply. Applicants must then file a Request for Public Assistance within 30 days of the date their respective area is designated by the federal declaration.

Following the approved request, FEMA and the applicants will conduct additional meetings to discuss disaster damage and project formulation. Applicants must identify and report damages to FEMA within the 60-day regulatory timeframe. FEMA, the recipient, or the applicant will then prepare project worksheets for eligible work and eligible facilities based on actual or estimated project costs.

¹ 44 CFR 206.221(f)

² Stafford Act § 406(a)(3)(B), 42 U.S.C. § 5172, and 44 CFR §206.221(e)

Grant Administration

The federal share of assistance will not be less than 75 percent of the eligible cost for emergency measures and permanent restoration. The recipient determines how the non-federal share of 25 percent will be dispersed to its applicants.

Recipients are responsible for managing the funds obligated to them by FEMA, including disbursement to applicants. FEMA will continue to monitor the recovery progress to ensure the timely delivery of eligible assistance, and compliance with federal laws and regulations.

Large Projects

Projects above a certain amount are considered “large.” The threshold corresponds to the annually adjusted small project maximum.

Alternative Procedures (428): For large permanent work projects using Section 428 PA Alternative Procedures, funding is made on the basis of a fixed-cost estimate agreed upon by the applicant, recipient and FEMA. PA funding is based on the estimated amount to restore the damaged facility to its pre-disaster design and function, including applicable and federally required codes and standards, and any identified eligible hazard mitigation measures. Once agreement on the fixed amount is made, the funding will not be adjusted. Applicants have the flexibility to use the funding to meet the post-disaster recovery needs, and not just build back what they had before. The applicant may also retain any excess funds for use on certain eligible activities.

Standard Procedures (406): For large permanent work projects using the standard Section 406 process, funding is provided on the basis of actual costs as determined after the project is completed. The applicant’s flexibility in use of the funding is limited, and they do not have the ability to retain excess funds.

Small Projects

Projects falling below a certain threshold are considered “small.” The threshold is adjusted annually for inflation. In August 2022, FEMA published a final rule to increase the small project maximum for the agency’s PA program to \$1 million (Small Project). This reduces the administrative burden on State, Local, Tribal, or Territorial (SLTT)s and Private Non-Profit (PNP)s receiving FEMA financial grants following a disaster.

Revised August 2022

“FEMA’s mission is helping people before, during, and after disasters.”

FEMA CATEGORIES AND EXAMPLES OF COMMON ELIGIBLE WORK

A	B	C	D	E	F	G
Debris Removal	Emergency Protective Measures	Roads & Bridges	Water Control Facilities	Buildings & Equipment	Utilities	Parks, Recreation, & Other
Debris removal must be in the public interest and necessary to: • Eliminate immediate threats to lives, public health & safety; • Eliminate immediate threats of significant damage to improved public or private property Trees and Woody Debris Building Components Sand, Mud, Silt, & Gravel Removal of Temporary Levees	Search & Rescue Security Emergency Pumping Sandbagging Detour & Warning Signs EOC Activation Emergency & Temporary Repairs Overhead Power Lines Emergency Medical Facilities Emergency Evacuations Activities undertaken before, during and following a disaster to save lives, protect improved property	Roads • Surfaces • Bases • Shoulders • Ditches • Drainage Structures • Low Water Crossings Bridges • Decking & Pavement • Piers • Girders • Abutments • Slope Protection • Approaches Slope Failures	Dams and Reservoirs Levees Engineered drainage Channels Canals Aqueducts Sediment Basins Shore Protective Devices Irrigation Facilities Pumping Facilities	Buildings Structural Components Interior Systems • Electrical • Mechanical • Contents	Water Treatment Plants Power Generation & Distribution Facilities • Natural Gas Systems • Wind Turbines • Generators • Substations • Power Lines	Playground Equipment Swimming Pools Bath Houses Tennis courts Boat Docks Piers Picnic Tables Golf Courses Fish Hatcheries Mass Transit Facilities



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/19/2023

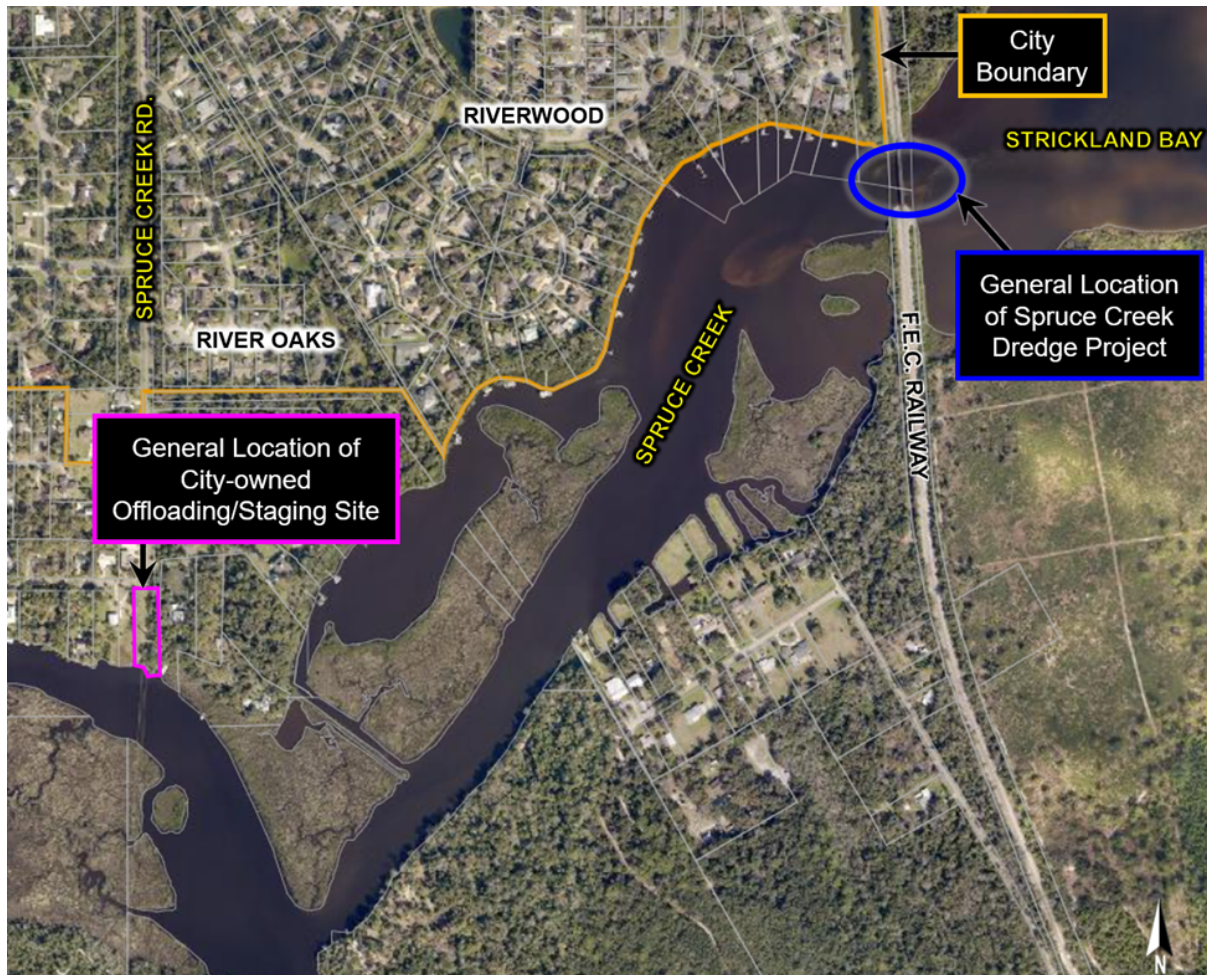
SUBJECT: (C12) Resolution No. 23-40 - Support of the Volusia County Spruce Creek Dredging Project and Use of 6500 Spruce Creek Road as an Offload/Staging Site

DEPARTMENT: Community Development

GOAL: 1 - Public Safety; 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 23-40.

SUMMARY: As part of Volusia County's Spruce Creek Florida East Coast Railroad (FEC) Channel Dredging Project, the county would like the City to partner in the project by allowing the use of the city-owned property at 6500 Spruce Creek Road to offload and dry out dredged material and stage dump trucks and other construction equipment to facilitate the removal of sediment from the waterway. The project is estimated to take nine months. The waterway around and under the Florida East Coast Railway (FEC) railway trestle is severely constrained due to sediment buildup. The project is expected to remove approximately 18,000 cubic yards of sediment to a depth of -6 Mean Low Water (MLW). Removing the sediment will provide several environmental benefits, including improved water quality and faster flood recovery on the outgoing tide. Opening and deepening the channel will also significantly improve boat and kayak safety.



At this stage of the project, Volusia County requests a letter or resolution from the City approving the use of the 6500 Spruce Creek Road property for an offloading site so the County can secure the required environmental permits for the project. Once the project is fully permitted and ready for construction, a Temporary License Agreement between Volusia County and the City will be scheduled for City Council approval. At their August 7 meeting, the Environmental Advisory Board supported the Spruce Creek Florida East Coast Railroad (FEC) Channel Dredging Project and the use of the city-owned property at 6500 Spruce Creek Road for an offloading site.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution No. 23-40 with exhibit	Resolution No. 23-40 with exhibit.pdf
----	-----------------------------------	---------------------------------------

Margaret Tomlinson
Tim Burman
Shannon Balmer
Wayne Clark
Tracee Cody

Created/Initiated - 8/16/2023
Approved - 8/31/2023
Approved - 9/11/2023
Approved - 9/12/2023
Final Approval - 9/12/2023

RESOLUTION NO. 23-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, FLORIDA, IN SUPPORT OF VOLUSIA
COUNTY'S SPRUCE CREEK FLORIDA EAST COAST
RAILROAD (FEC) CHANNEL DREDGING PROJECT;
PROVIDING FOR SEVERABILITY, PROVIDING FOR
CONFLICTING RESOLUTIONS AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the City Council having heard and considered the presentation by the County of Volusia ("County") for the Spruce Creek Florida East Coast Railroad (FEC) Channel Dredging Project ("Project");

WHEREAS, the City Council has determined that the goals and actions of the County are bona fide, in its efforts to address a portion of the Spruce Creek Waterway ("Waterway") that is severely constrained by sediment buildup;

WHEREAS, the Project is expected to remove approximately 18,000 cubic yards of sediment which is anticipated to provide several environmental benefits, including improved water quality and faster flood recovery on the outgoing tide, along with improved boat and kayak safety;

WHEREAS, the City Council having determined that a substantial portion of the Waterway lies within the jurisdiction of the City of Port Orange;

WHEREAS, in furtherance of the support of the Project, the County has requested use of property owned by the City of Port Orange, located at 6500 Spruce Creek Road, identified as Parcel No. **6334-01-00-002A**, ("City Property");

WHEREAS, this resolution has been requested by the County to affirm support of the Spruce Creek Florida East Coast Railroad (FEC) Channel Dredging Project and confirm the City's willingness to allow the County use of City Property in furtherance of the Project, subject to a license agreement between the County and the City;

WHEREAS, the City Council finds that supporting the Spruce Creek Florida East Coast Railroad (FEC) Channel Dredging Project will enhance the quality of life of the residents of Port Orange.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, THAT:

Section 1. The above provisions are hereby incorporated by reference herein.

Section 2. The City of Port Orange hereby recognizes the need for the Spruce Creek Florida East Coast Railroad (FEC) Channel Dredging Project.

Section 3. The City of Port Orange supports the County's Project and in furtherance of such is willing to allow the County use of the City Property, subject to a license agreement to be finalized between the County and the City prior to commencement of the Project.

Section 4. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 4. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

Section 5. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "A"

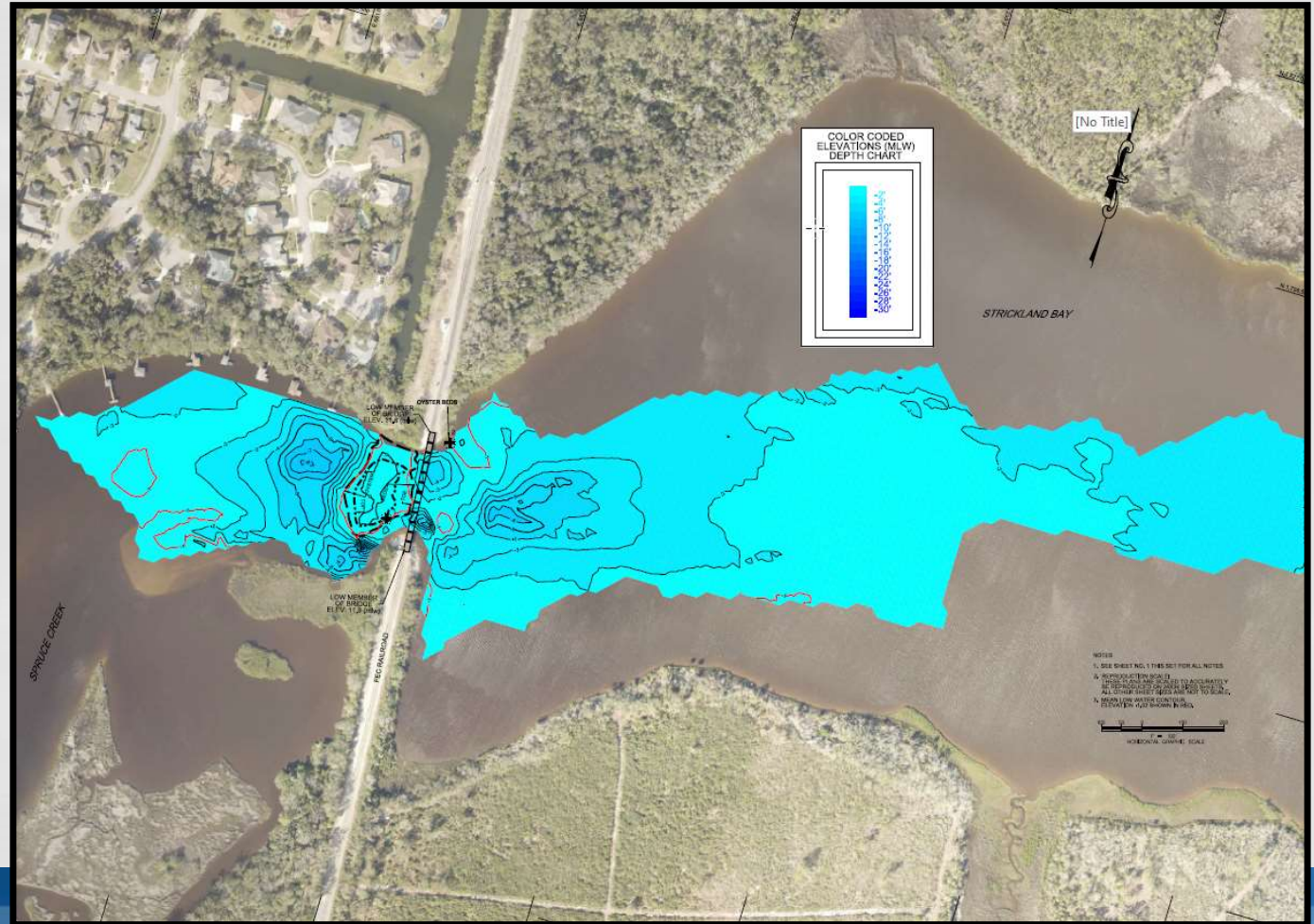
Spruce Creek Dredging

Niles Cyzycki
Activity Project Manager
Volusia County Coastal Division
ncyzycki@volusia.org



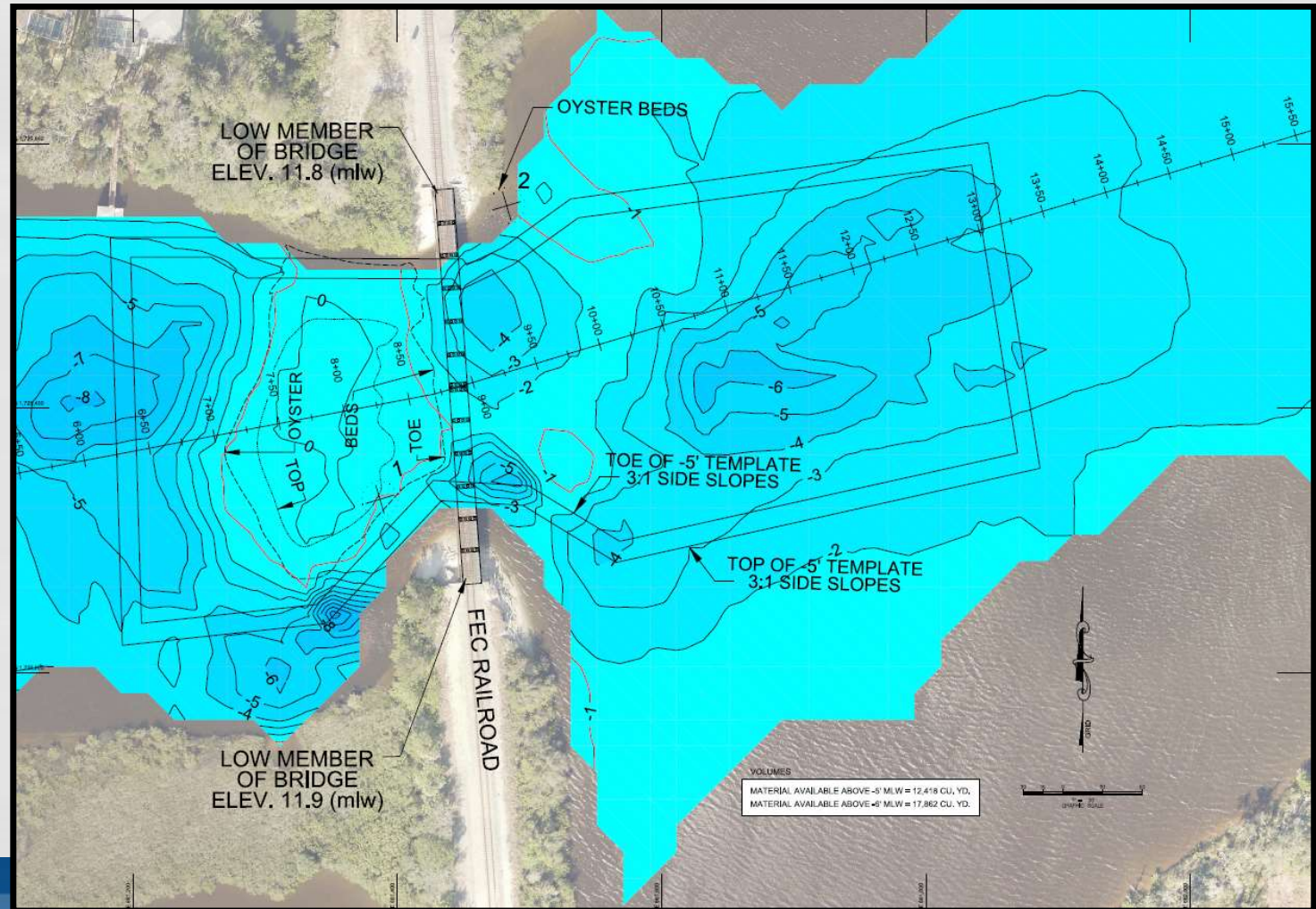
Hydrographic Survey

- 2019/ 2020 Consultants for Volusia County, Dredging & Marine Consultants, LLC (DMC) complete a hydrographic survey of Spruce Creek.
- Survey is reference to Mean Low Water (MLW)



Dredge Area

- Location of proposed dredge area.
- Proposed dredge depth of -6ft below mean water.
- +/- 18,000 cubic yards of material.



Flushing Study

- DMC completes a Hydronamic Flow Analysis.
- Concludes that the proposed dredge project will make the tidal flow more uniform and reduce areas of peak current.
- Will increase total flow into the system.

FIGURE 22: SIMULATED FLOW, EXISTING CONDITIONS

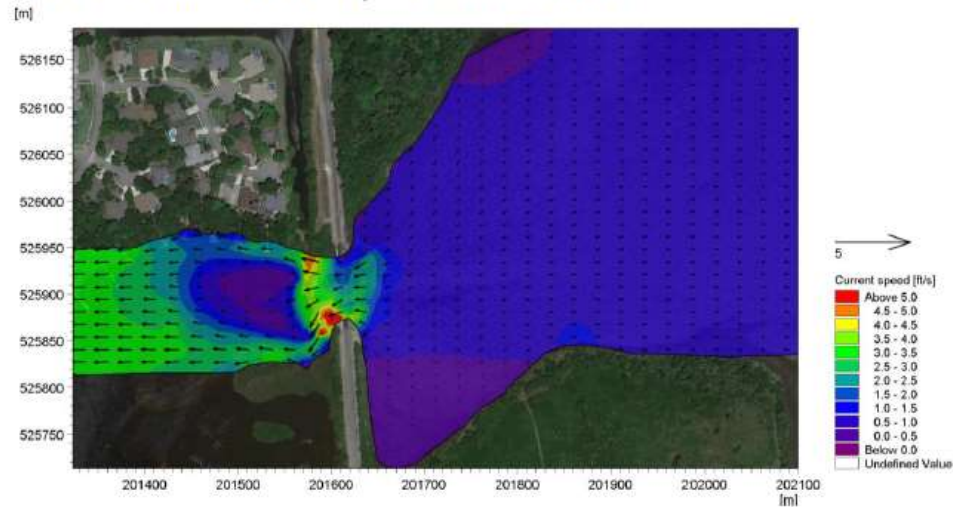
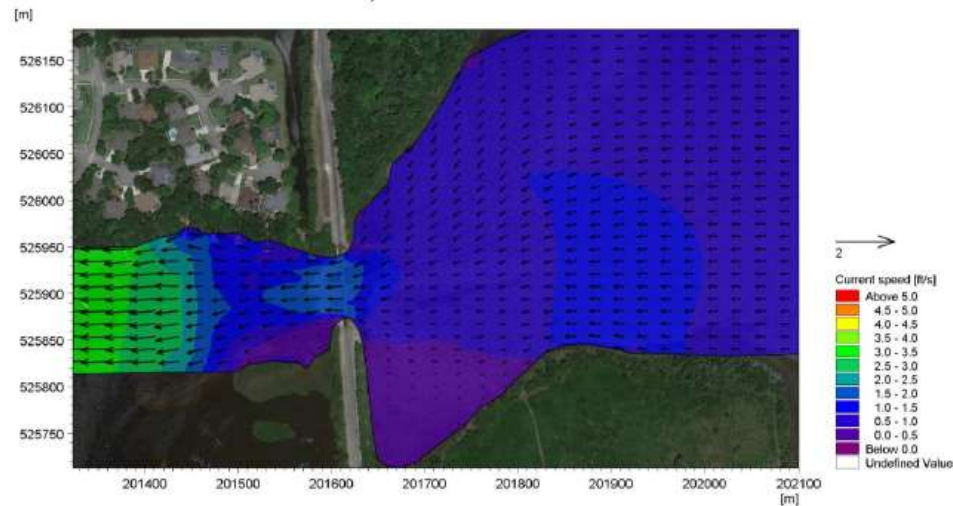


FIGURE 23: SIMULATED FLOW, PROPOSED CONDITIONS



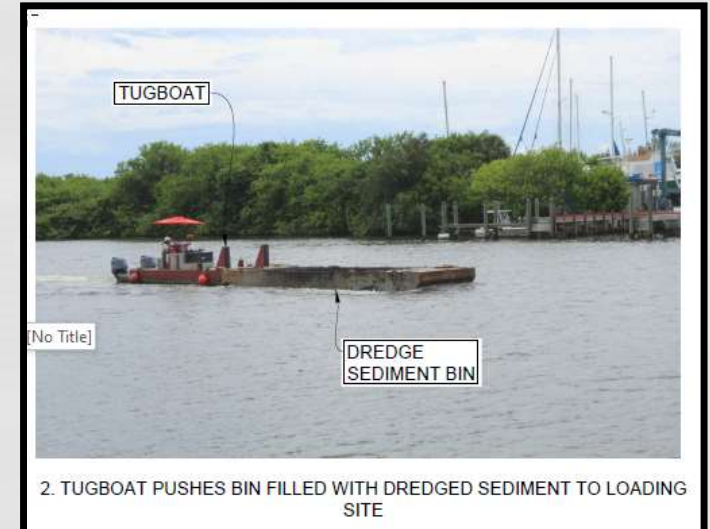
Sediment Sampling and Testing

- Live Oysters
- Sandy material
- No chemical concerns



Dredging and Disposal

- Mechanical Dredging
- Barge mounted excavator and material containment
- Off-load site and trucking
- Turbidity Monitoring
- Construction Inspection



Proposed Offload Site

- South end of Spruce Creek Rd.
- 1 mile from dredge location
- Preservation of existing overhead and underground utilities
- Preservation of existing environmental resources
- Road Sweeping
- Future Use



Permitting & Construction

- Letter of approval to use the Spruce Creek Rd. property for offload of dredged material.
- Temporary License Agreement with Volusia County
- FDEP and USACE Permitting
- Construction Management





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/19/2023

SUBJECT: (C13) Resolution No. 23-43 - Adopting Inventory List of Real Property to which City holds Fee Simple Title for Use as Affordable Housing (Required by Florida Statutes Section 166.0451)

DEPARTMENT: Community Development

GOAL: N/A

RECOMMENDED MOTION: Move to approve Resolution No. 23-43 as required by Section 166.0451, Florida Statutes.

SUMMARY: The Disposition of Municipal Property for Affordable Housing Law, Section 166.0451, Florida Statutes, requires the City to prepare an inventory every three (3) years of all real property within the City's jurisdiction to which the City or any dependent special district holds fee simple title, and to determine if any are appropriate for use as affordable housing. The Council reviewed and adopted a similar list in July 2022. According to Florida Statutes, beginning in 2023, the City is now required to review the inventory list on or before October 1, 2023 and every three years thereafter, consider property held by any dependent special districts within the City's jurisdiction, and make the inventory list publicly available on its website.

If properties are identified and declared as affordable housing opportunities, they may:

- be offered for sale, and the proceeds may be used to purchase land for the development of affordable housing or
- be sold with a restriction that requires the development of the property as permanent affordable housing or
- be donated to a non-profit housing organization for the construction of permanent affordable housing.

In compliance with F.S. Sec. 166.0451, staff reviewed the inventory of property owned by the City and any dependent special district within the City of Port Orange. Two city-owned properties were identified as having the potential for development as affordable multi-family housing. However, due to site constraints, the development of affordable multi-family housing is anticipated to be economically unfeasible. Therefore, staff determined there are no properties that would be appropriate for use as affordable housing.

- Parcel (PID# 6305-01-00-0040) is located on the west side of Nova Road, behind

Sumner Hardware. The subject property is adjacent to residential mobile home properties: Lighthouse Pointe to the south, Lamplighter Mobile Home Community, and Elmwood Mobile Home Park to the north. However, the subject property does not front onto a public road for necessary access, and there are many historic oak trees on the property that would make the development of affordable multi-family housing economically unfeasible.

- Parcel (PID# 5332-00-00-0020) is located on the south side of Reed Canal Road, east of Atlantic High School. The subject property is accessible from Reed Canal Road. However, there are many historic trees on the subject property and an existing retention pond that occupies a quarter of the subject property, which would make the development of affordable multi-family housing economically unfeasible.



PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution No. 23-43 with exhibit	Reso 23-43 Affordable housing.pdf
----	-----------------------------------	-----------------------------------

Robin Fenwick	Created/Initiated - 9/8/2023
Tim Burman	Approved - 9/8/2023
Shannon Balmer	Approved - 9/8/2023
Wayne Clark	Approved - 9/12/2023
Tracee Cody	Final Approval - 9/13/2023

RESOLUTION NO. 23-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ADOPTING
AN INVENTORY LIST OF MUNICIPAL PROPERTY
APPROPRIATE FOR USE AS AFFORDABLE HOUSING AS
REQUIRED BY FLORIDA STATUTES, SECTION 166.0451;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or before October 1, 2023, and every three years thereafter, pursuant to Section 166.0451, Florida Statutes, municipalities shall prepare an inventory list of all real property within its jurisdiction to which the municipality or any dependent special district within its boundaries holds fee simple title that is appropriate for use as affordable housing; and

WHEREAS, the inventory list of real property held in fee simple by the City and any dependent special districts within its jurisdiction was reviewed by staff from Community Development; and

WHEREAS, no real property held in fee simple by the City of Port Orange or any dependent special districts within its jurisdiction was identified that met the criteria established by the State of Florida for use as affordable housing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA:

SECTION 1. The City of Port Orange hereby adopts an inventory list of municipal property appropriate for use as affordable housing as required by Section 166.0451, Florida Statutes, attached hereto as **Exhibit “A”** and made a part hereof by reference.

SECTION 2. This Resolution shall take effect immediately upon its final passage and adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the ____ day of _____ 2023.

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit “A”

INVENTORY LIST
OF
MUNICIPAL REAL PROPERTY APPROPRIATE FOR USE AS AFFORDABLE
HOUSING PER FLORIDA STATUTES, SECTION 166.0451 (2023)

No real property held in fee simple title by the City of Port Orange or a dependent special district within its jurisdiction has been identified as meeting the criteria established by the State of Florida for use as affordable housing.

Review Period: May 1, 2022, through and including September 1, 2023.

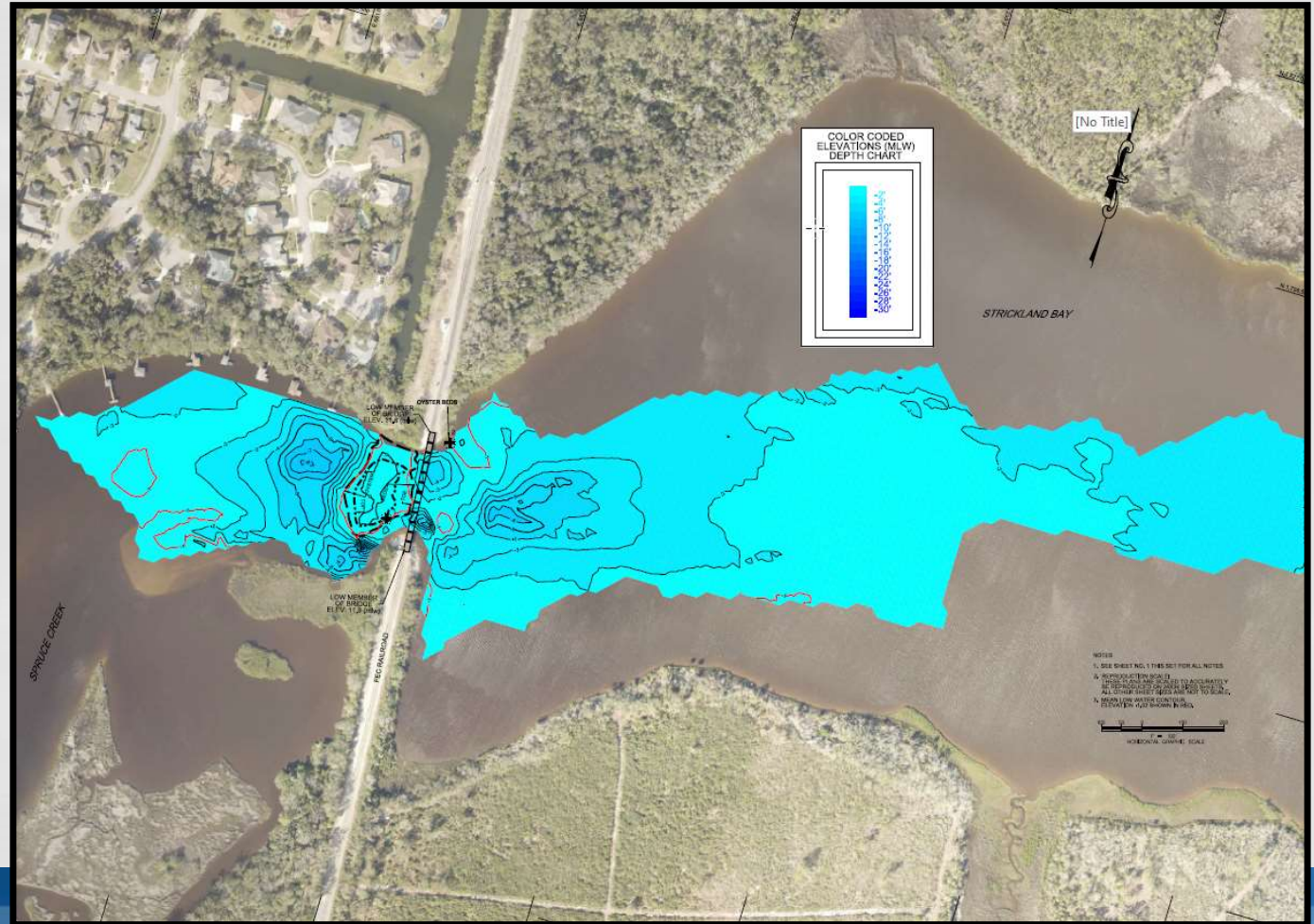
Spruce Creek Dredging

Niles Cyzycki
Activity Project Manager
Volusia County Coastal Division
ncyzycki@volusia.org



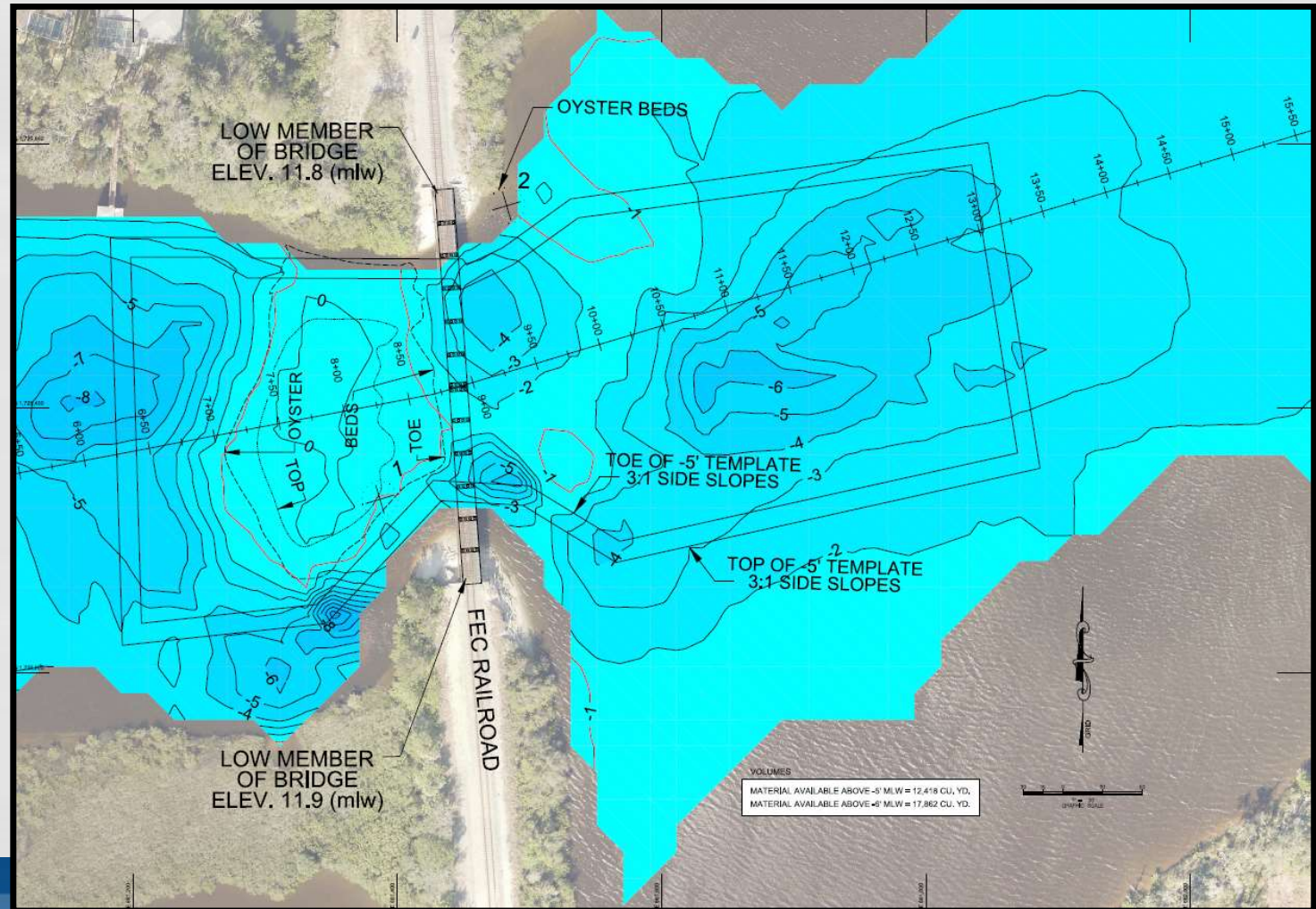
Hydrographic Survey

- 2019/ 2020 Consultants for Volusia County, Dredging & Marine Consultants, LLC (DMC) complete a hydrographic survey of Spruce Creek.
- Survey is reference to Mean Low Water (MLW)



Dredge Area

- Location of proposed dredge area.
- Proposed dredge depth of -6ft below mean water.
- +/- 18,000 cubic yards of material.



Flushing Study

- DMC completes a Hydronamic Flow Analysis.
- Concludes that the proposed dredge project will make the tidal flow more uniform and reduce areas of peak current.
- Will increase total flow into the system.

FIGURE 22: SIMULATED FLOW, EXISTING CONDITIONS

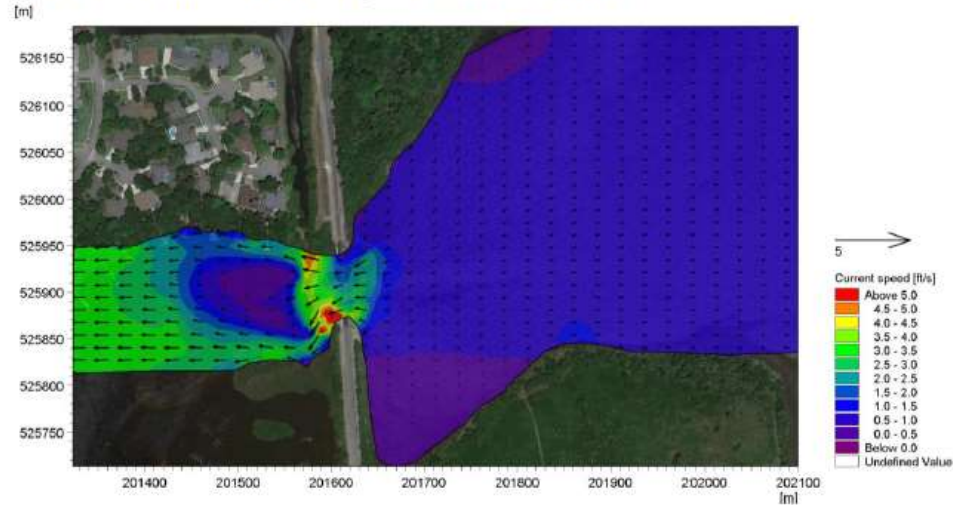
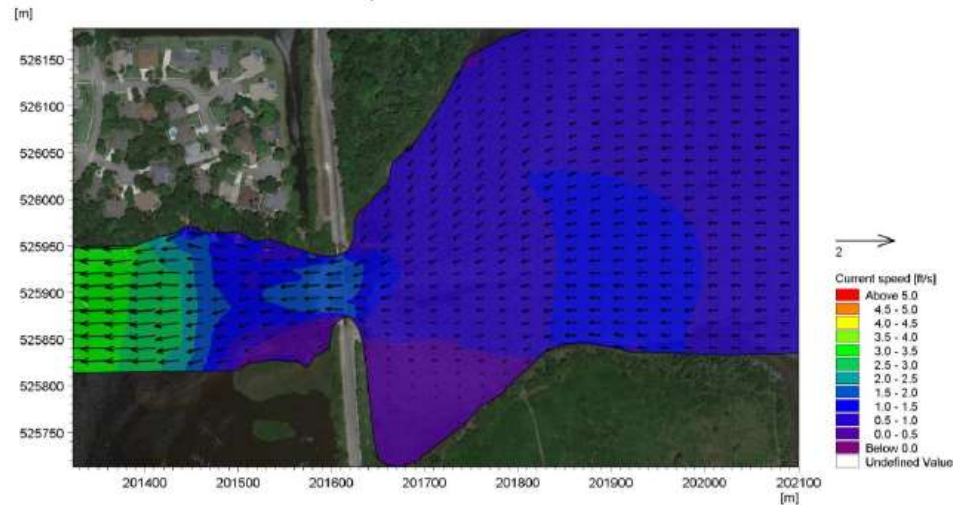


FIGURE 23: SIMULATED FLOW, PROPOSED CONDITIONS



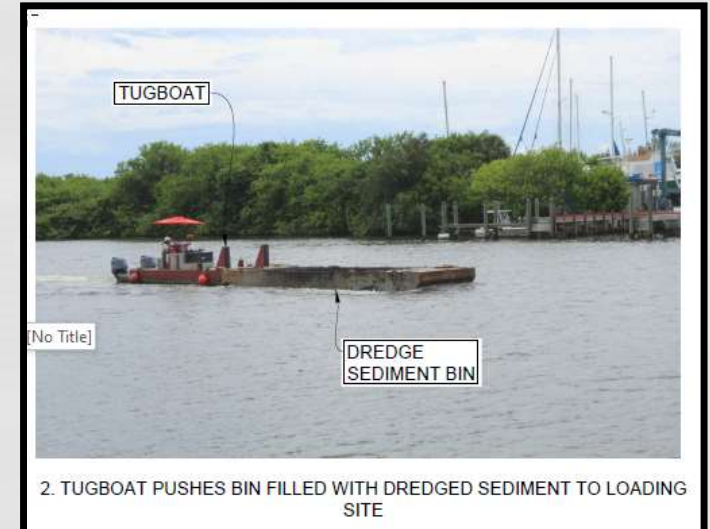
Sediment Sampling and Testing

- Live Oysters
- Sandy material
- No chemical concerns



Dredging and Disposal

- Mechanical Dredging
- Barge mounted excavator and material containment
- Off-load site and trucking
- Turbidity Monitoring
- Construction Inspection



Proposed Offload Site

- South end of Spruce Creek Rd.
- 1 mile from dredge location
- Preservation of existing overhead and underground utilities
- Preservation of existing environmental resources
- Road Sweeping
- Future Use



Permitting & Construction

- Letter of approval to use the Spruce Creek Rd. property for offload of dredged material.
- Temporary License Agreement with Volusia County
- FDEP and USACE Permitting
- Construction Management





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/19/2023

SUBJECT: (H18) Second Reading - Ordinance No. 2023-09 - Amendment to Chapter 54, Article V, Police Pension Fund of the Code of Ordinances (Line of Duty Death)

DEPARTMENT: Finance

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to adopt Ordinance No. 2023-09, amending Chapter 54, Article V, Police Pension Fund of the Code of Ordinances (LODD).

SUMMARY: On April 4, 2023, City Council approved the Memorandum of Understanding (MOU) with the International Union of Police Associations (IUPA), as a product of negotiations, agreeing to amend the Police Pension Ordinance to include a Line of Duty Death Benefit. The proposed ordinance was also sent to the Coastal Florida Police Benevolent Association Lieutenants (PBA LT) collective bargaining unit for ratification. The Board of Trustees of the Police Pension Fund has also had an opportunity to review the proposed ordinance. Freiman Little Actuaries, LLS, the actuary, has completed the required actuarial impact statement for the proposed changes.

The proposed changes were patterned after the State FRS Line of Duty Death Benefit with a few deviations. The changes are summarized as follows:

1. Section 54-122 - Definitions. This section defines the term "domestic partner" as used in the new Line of Duty Death Benefit section of the Pension Ordinance. A domestic partner means any person, other than a spouse or child, who resides with the participant in a dwelling unit as if a family at the time of the participant's death; or who is the mother or father of a child in common with the participant.
2. Section 54-132.5 - Benefits Payable in the Event of a Participant Killed in the Line of Duty - This section has been created to grant a designation of potential beneficiaries of the Line of Duty Death benefit for the spouse, domestic partner, and surviving children. This amendment provides for monthly payments that will be payable to a surviving spouse or domestic partner in the event of a line of duty death. If a surviving spouse or domestic partner passes, it is explained how the benefit is to be divided amongst the participant's children who are under 18 years of age until each child's 25th birthday and paid for the use and benefit of each eligible child.

Staff have received and reviewed the actuarial impact statement related to this change to the Police Pension Fund. Due to the anticipated effective date being the end of the

fiscal year, there is minimal cost impact on the current fiscal year. However, for fiscal 2023 - 2024, the city's required contribution as a percentage will go from 45.02% of payroll to 46.0% or an increase of 0.98%. Preliminary estimates for fiscal year 2023 - 2024 show that this amendment will cost the city \$50,346 in additional required contributions to the police pension fund.

PRESENTER: John McKinney

ATTACHMENTS:

1.	Ord No 2023-09 - LODD Pension Benefit	Ord No 2023-09 - LODD Pension Benefit.pdf
2.	MOU IUPA LODD Benefit (1)	MOU IUPA LODD Benefit (1).pdf
3.	Line-of-Duty Death - Revised Impact Statement (August 2023)	Line-of-Duty Death - Revised Impact Statement (August 2023).pdf

Tracee Cody

Created/Initiated - 9/7/2023

ORDINANCE NO. 2023-09

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE V, POLICE PENSION FUND, AMENDING SECTION 54-122, DEFINITIONS, ADDING A NEW DEFINITION FOR “DOMESTIC PARTNER” AND ADDING “PARTICIPANT” TO THE DEFINITION OF POLICE OFFICER; CREATING A NEW SECTION 54-132.5, BENEFITS PAYABLE IN THE EVENT OF A PARTICIPANT KILLED IN THE LINE OF DUTY; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange (the “City”) currently sponsors a Police Pension Fund (“Pension Fund”); and

WHEREAS, Section 54-132 of the City Code currently provides for pre-retirement survivor benefits; and

WHEREAS, the police pension board has requested that a line of duty death benefit be provided for a participant who is killed in the line of duty, similar to the benefit provided for special risk members of the Florida Retirement System who are killed in the line of duty; and

WHEREAS, the City and the Port Orange Police Association, I.U.P.A. Local 6051, have agreed that the Port Orange Police Pension Fund should be amended to provide a line of duty death benefit for a participant who is killed in the line of duty, similar to the benefit provided for special risk members of the Florida Retirement System who are killed in the line of duty; and

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to this change; and

WHEREAS, the City Council deems it to be in the public interest to make this change to the Pension Fund.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AS FOLLOWS:

SECTION 1: Section 54-122, Definitions, of the Port Orange Police Pension Fund is hereby amended as follows:

Sec. 54-122. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

[...]

Domestic partner means any person, other than a spouse or child, who resides with the participant in a dwelling unit as if a family at the time of the participant's death; or who is the mother or father of a child in common with the participant.

[...]

Police officer or participant means any person employed full-time by the city who satisfies the definition of police officer in F.S. §185.02(146).

[...]

SECTION 2. A new Section 54-132.5, Benefits Payable in the Event of a Participant Killed in the Line of Duty, is hereby created to read as follows:

Sec. 54-132.5 – Benefits Payable in the Event of a Participant Killed in the Line of Duty.

(a) The surviving spouse of any participant killed in the line of duty may, in lieu of the benefits provided in Section 54-132, elect to receive a monthly pension equal to 100% of the monthly salary being received by the participant at the time of death for the rest of the surviving spouse's lifetime. For the purpose of this Section, killed in the line of duty means a death that arises out of and in the actual

performance of duty required by the participant's employment as a city police officer and occurs during regularly scheduled working hours or irregular working hours, as required by the city. The city will require sufficient documentation to determine whether a death meets these criteria. For the purpose of this section, monthly salary means the total salary received by the participant during the most recent 12 months of full-time employment as a police officer divided by 12, excluding any overtime or lump sum payments, preceding the date the participant is killed in the line of duty.

(b) If the surviving spouse of a participant killed in the line of duty dies, the monthly payments that would have been payable to such surviving spouse had such surviving spouse lived shall be divided equally among all of the participant's children who are under 18 years of age until each child's 25th birthday and paid for the use and benefit of each eligible child.

(c) If a participant is unmarried, the participant may elect to designate a domestic partner to receive a survivor benefit. The designated domestic partner of any participant killed in the line of duty may, in lieu of the benefits provided in Section 54-132, elect to receive a monthly pension equal to 100% of the monthly salary being received by the participant at the time of death for a period of ten (10) years from the date the participant is killed in the line of duty. The designation of a domestic partner shall be made in writing and shall be submitted to the board of trustees. After the ten (10) year period, the monthly payments that would have been payable to such designated domestic partner had the ten (10) year period not expired shall be divided equally among all of the participant's children who are under 18 years of age until each child's 25th birthday and paid for the use and benefit of each eligible child.

(d) If a participant killed in the line of duty leaves no surviving spouse and has not designated a domestic partner but is survived by a child or children under 18 years of age, the benefit provided by subsection (a) normally payable to a surviving spouse, shall be divided equally among all of the participant's children who are under 18 years of age until each child's 25th birthday and paid for the use and benefit of each eligible child.

(e) The election by a surviving spouse, designated domestic partner, surviving child or children to receive any of the benefits set forth in this section shall prevent any designated beneficiary from receiving those benefits otherwise available in Section 54-132.

SECTION 3. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

SECTION 4. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this ordinance are declared severable.

SECTION 6. This ordinance amendment shall take effect upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of _____, 2023.

Passed and adopted on second and final reading on the _____ day of _____, 2023.

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

[CA-7984]

MEMORANDUM OF
UNDERSTANDING BETWEEN THE
CITY OF PORT ORANGE AND THE
INTERNATIONAL UNION OF POLICE
ASSOCIATIONS
PERC CERTIFICATION #1983

RATIFIED BY THE COASTAL
FLORIDA POLICE BENEVOLENT
ASSOCIATION LIEUTENANTS, PERC
CERTIFICATION #5561

This Memorandum of Understanding ("MOU") is entered into, as a result of contract negotiations between the International Union of Police Associations - PERC Certification #1983 ("Association") and the City of Port Orange ("City"), herein collectively referred to as (the "parties"), and provides for a new line-of-duty death pension benefit by amendment to the City of Port Orange Ordinance Chapter 54, Article V, Police Pension Fund ("Pension Ordinance"). The Coastal Florida Police Benevolent Association Lieutenants, PERC Certification #5561 ("PBALT"), has reviewed and ratified the proposed amendment to the Pension Ordinance.

1. The parties agree that the Pension Ordinance should be amended to create a line-of-duty death pension benefit, which will become effective upon adoption of the attached ordinance amendment (Ex. A) by City Council.

2. The PBALT has reviewed and ratified the attached proposed amendment to the Pension Ordinance.

3. All terms and conditions set forth in the collective bargaining agreement shall remain in full force and effect.

This MOU shall become effective upon ratification by the Union members, upon ratification of the PBALT, approval by the City, and execution by both parties.

[SIGNATURE PAGES TO FOLLOW]

EXHIBIT "A"

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE V, POLICE PENSION FUND, AMENDING SECTION 54-122, DEFINITIONS, ADDING A NEW DEFINITION FOR "DOMESTIC PARTNER" AND ADDING "PARTICIPANT" TO THE DEFINITION OF POLICE OFFICER; CREATING A NEW SECTION 54-132.5, BENEFITS PAYABLE IN THE EVENT OF A PARTICIPANT KILLED IN THE LINE OF DUTY; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange (the "City") currently sponsors a Police Pension Fund ("Pension Fund"); and

WHEREAS, Section 54-132 of the City Code currently provides for pre-retirement survivor benefits; and

WHEREAS, the police pension board has requested that a line of duty death benefit be provided for a participant who is killed in the line of duty, similar to the benefit provided for special risk members of the Florida Retirement System who are killed in the line of duty; and

WHEREAS, the City and the Port Orange Police Association, I.U.P.A. Local 6051 have agreed that the Port Orange Police Pension Fund should be amended to provide a line of duty death benefit for a participant who is killed in the line of duty, similar to the benefit provided for special risk members of the Florida Retirement System who are killed in the line of duty; and

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to this change; and

WHEREAS, the City Council deems it to be in the public interest to make this change to the Pension Fund.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AS FOLLOWS:

SECTION 1: Section 54-122, Definitions, of the Port Orange Police Pension Fund is hereby amended as follows:

Sec. 54-122. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

[...]

Domestic partner means any person, other than a spouse or child, who resides with the participant in a dwelling unit as if a family at the time of the participant's death; or who is the mother or father of a child in common with the participant.

[...]

Police officer or participant means any person employed full-time by the city who satisfies the definition of police officer in F.S. §185.02(146).

[...]

SECTION 2. A new Section 54-132.5, Benefits Payable in the Event of a Participant Killed in the Line of Duty, is hereby created to read as follows:

Sec. 54-132.5 – Benefits Payable in the Event of a Participant Killed in the Line of Duty.

(a) The surviving spouse of any participant killed in the line of duty may, in lieu of the benefits provided in Section 54-132, elect to receive a monthly pension equal to 100% of the monthly salary being received by the participant at the time of death for the rest of the surviving spouse's lifetime. For the purpose of this Section, killed in the line of duty means a death that arises out of and in the actual

performance of duty required by the participant's employment as a city police officer and occurs during regularly scheduled working hours or irregular working hours, as required by the city. The city will require sufficient documentation to determine whether a death meets these criteria. For the purpose of this section, monthly salary means the total salary received by the participant during the most recent 12 months of full-time employment as a police officer divided by 12, excluding any overtime or lump sum payments, preceding the date the participant is killed in the line of duty.

(b) If the surviving spouse of a participant killed in the line of duty dies, the monthly payments that would have been payable to such surviving spouse had such surviving spouse lived shall be divided equally among all of the participant's children who are under 18 years of age until each child's 25th birthday and paid for the use and benefit of each eligible child.

(c) If a participant is unmarried, the participant may elect to designate a domestic partner to receive a survivor benefit. The designated domestic partner of any participant killed in the line of duty may, in lieu of the benefits provided in Section 54-132, elect to receive a monthly pension equal to 100% of the monthly salary being received by the participant at the time of death for a period of ten (10) years from the date the participant is killed in the line of duty. The designation of a domestic partner shall be made in writing and shall be submitted to the board of trustees. After the ten (10) year period, the monthly payments that would have been payable to such designated domestic partner had the ten (10) year period not expired shall be divided equally among all of the participant's children who are under 18 years of age until each child's 25th birthday and paid for the use and benefit of each eligible child.

(d) If a participant killed in the line of duty leaves no surviving spouse and has not designated a domestic partner but is survived by a child or children under 18 years of age, the benefit provided by subsection (a) normally payable to a surviving spouse, shall be divided equally among all of the participant's children who are under 18 years of age until each child's 25th birthday and paid for the use and benefit of each eligible child.

(e) The election by a surviving spouse, designated domestic partner, surviving child or children to receive any of the benefits set forth in this section shall prevent any designated beneficiary from receiving those benefits otherwise available in Section 54-132.

SECTION 3. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

SECTION 4. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this ordinance are declared severable.

SECTION 6. This ordinance amendment shall take effect upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of _____, 2023.

Passed and adopted on second and final reading on the _____ day of _____, 2023.

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

[CA-7984]

INTERNATIONAL ASSOCIATION OF POLICE ASSOCIATIONS LOCAL 6051,
PERC CERTIFICATION #1983, FLA:

ALEVISATOS

Date: 3/7/2023

POPA LOCAL 6051 IUPA, Unit Representation

RATIFIED BY COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION
LIEUTENANTS, PERC CERTIFICATION #5561, PBA, FLA :

LT. WE. CAMMAY +3704
Date: 2/28/2023

CFPBALT, Unit Representation

CITY OF PORT ORANGE, FLORIDA

Date: _____

Don Burnette, Mayor

Attest:

Robin Fenwick, MMC, City Clerk



August 28, 2023

Karan Rounsavall
Pension Administrator
City of Port Orange Police Officers' Pension Fund
3695 Indian River Drive
Cocoa FL 32926

RECEIVED

By Rounsavall at 12:27 pm, Aug 28, 2023

Re: Impact of Proposed Ordinance Regarding Line of Duty Death Benefits

Dear Karan:

This letter is being written to provide an impact statement regarding the attached proposed ordinance which modifies the City of Port Orange (the City) Police Officers' Pension Fund (the Plan).

Summary of Changes

Section 54-122 Definitions. Definitions of Domestic Partner and Participant were added as none previously existed.

Section 54-132.5 Benefits Payable in the Event of a Participant Killed in the Line of Duty. Currently, under Section 54-132, vested members who die prior to the commencement of benefits shall have a survivor benefit payable on their behalf. The amount of the monthly income payable is the (i) Accrued Benefit at the date of death payable at the Normal Retirement Date, or (2) the actuarial equivalent of this Accrued Benefit payable on the first day of the month following death, as elected by the designated beneficiary.

With the proposed change, Section 132.5 is added. Under this new section, the surviving spouse of any participant killed in the line of duty may elect to receive (in lieu of the benefits provided in Section 54-132) a monthly benefit equal to 100% of the monthly salary being received by the participant at the time of death for the rest of the surviving spouse's life. The surviving spouse may elect to forgo this benefit and elect the benefits available in the previous paragraph. In the event the surviving spouse dies, the benefit is paid for the use and benefit of the participant's children under age 18 and continues until their 25th birthday.

If the participant is unmarried, the participant may elect to designate a domestic partner to receive a survivor benefit. The designated domestic partner of any participant killed in the line of duty may elect to receive (in lieu of the benefits provided in Section 54-132) a monthly benefit equal to 100% of the monthly salary being received by the participant at the time of death for a period of ten years from the date the participant is killed in the line of duty. After the ten year period, the monthly payments that would have been made to the designated domestic partner had the ten years not expired shall be paid for the use and benefit of the participant's children under age 18 and continues until their 25th birthday.

If the participant leaves no surviving spouse and has not designated a domestic partner, the benefit that would have been paid to a surviving spouse shall be paid for the use and benefit of the participant's children under age 18 and continues until their 25th birthday.

We understand no cost of living adjustment is applied to this benefit.

Actuarial Impact

The estimated impact has been determined based on the data, assumptions and methods shown in the October 1, 2022 actuarial valuation of the Plan with the addition of an assumption that deaths while in

active service are explicitly assumed to be line-of-duty. Additionally, we have assumed that the current assumption for Percentage Married at Retirement will not be modified and there are no Domestic Partner designations. Should this proposed ordinance be enacted on or before September 30, 2023, the change in Minimum Required Contributions as shown in the attached Exhibit D will become effective October 1, 2023. Should this proposed ordinance be enacted after September 30, 2023, the impact would be determined by a valuation performed after the ordinance has been adopted.

The impact of a benefit change can be looked at from several different perspectives. We can look at the change in the present value of projected benefits, the change in the normal cost, the change in the accrued liability, the change in the funded percentage, or the change in annual contributions.

- The Present Value of Benefits (PVB) is the present value, as of the valuation date, of all benefits that will become payable by the Plan for the current group of members in the census. The change in the PVB due to the proposed provisions is shown in Exhibit A.
- The Accrued Liability (AL) is the portion of the PVB attributable to the past at the valuation date. For active members, AL is the annual Normal Cost (NC) accumulated from date of entry to the valuation date for each Member. For retired and terminated members, the PVB and the AL are equal. The AL is the estimated liability at the valuation date. The Unfunded Accrued Liability (UAL) represents any excess of the Accrued Liability over the fund assets. A negative UAL indicates fund assets are greater than the Accrued Liability, otherwise known as a surplus. The Funded Percentage is a ratio of the fund assets divided by the Accrued Liability. The change in the UAL and Funded Percentage due to the proposed provisions is shown in Exhibit B.
- Normal Cost is the value of the portion of the total benefit for active members which accrues in the year following the valuation date. Under the Entry Age Normal (Level Percent of Salary) funding method, the NC is a constant fraction of salary from the member's date of entry into the Plan to the member's assumed date of termination, retirement, disability or death. The change in the NC due to the proposed provisions is shown in Exhibit C.
- The Minimum Required Contribution shown in Exhibit D determines the impact of the proposed provisions on the minimum contribution for the fiscal year ending September 30, 2024. The actual contribution payable for the fiscal year ending September 30, 2024 is as shown in the October 1, 2022 actuarial valuation and is unchanged by this impact statement unless the proposed ordinance is enacted on or before September 30, 2023.

Note: The impact provided is an estimate for the funding of the Plan. Accounting impacts will be different as plan changes are fully recognized in a single year's expense for accounting purposes.

Required Disclosures

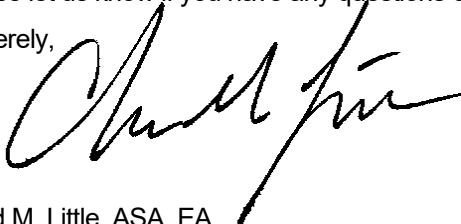
- The purpose of this study is to estimate the value of benefits for the proposed changes. No third-party recipient of this work product should rely upon this work for any purpose other than as stated. Such recipients should engage qualified professionals for advice appropriate to their own specific needs. The consultants who worked on this assignment are pension actuaries. Our advice is not intended to be a substitute for qualified legal, tax or accounting counsel.
- Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law.
- In preparing our report we relied, without audit, on information (some oral and some written) supplied by the City and the Administrator. This information includes, but is not limited to, statutory provisions, employee census, and financial information. In our examination of these data, we have found them to be reasonably consistent and comparable with data used for other

purposes. Since the valuation results are dependent on the integrity of the data supplied, the results can be expected to differ if the underlying data is incomplete or missing. It should be noted that if any data or other information is inaccurate or incomplete, our calculations may need to be revised.

- We understand that the ASOP 51 disclosures in the actuarial valuation report provide sufficient risk assessment and are not being modified as part of this study.
- In producing our work product, we rely on various models, internal and external, which were used for their intended purposes. Underlying data, assumptions, methodologies, model inputs and resulting outputs have been reviewed. The 7.05% assumed net return is a prescribed assumption as defined by Actuarial Standard of Practice No. 27 (ASOP 27), as it is set by the Board. While we find all other inputs and outputs to be reasonable, the prescribed assumption significantly conflicts with our judgment regarding what would constitute a reasonable assumption for the purpose of the measurement as discussed in ASOP 27. We continue to recommend lowering the net assumed return.
- The signing actuaries are independent of the plan sponsor. We are not aware of any relationship that would impair the objectivity of our work.
- On the basis of the foregoing, we hereby certify that, to the best of our knowledge and belief, this report is complete and accurate and has been prepared in accordance with generally recognized and accepted actuarial principles and practices which are consistent with Actuarial Standards of Practice, the Code of Professional Conduct and Qualification Standards for Public Statements of Actuarial Opinion of the American Academy of Actuaries. We meet the Qualification Standards under the American Academy of Actuaries to render the actuarial opinion contained.

Please let us know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Little", written over a horizontal line.

Chad M. Little, ASA, EA
Partner, Consulting Actuary

CITY OF PORT ORANGE POLICE PENSION FUND

EXHIBIT A

October 1, 2022 LOD Death Study

Present Value of Benefits

Valuation as of October 1,	Revised Valuation 2022	LOD Death 2022
1. Active Members		
a. Retirement Benefits	\$29,858,292	\$29,858,292
b. Deferred Benefits	1,329,171	1,329,171
c. Survivor Benefits	156,884	480,840
d. Disability Retirement	<u>471,895</u>	<u>471,895</u>
e. Total	\$31,816,242	\$32,140,198
2. Inactive Members		
a. Retirement and DROP	\$33,637,009	\$33,637,009
b. Terminated Vested	808,693	808,693
c. Beneficiaries	1,601,518	1,601,518
d. Disability Retirement	<u>3,137,757</u>	<u>3,137,757</u>
e. Total	\$39,184,977	\$39,184,977
3. Present Value of Benefits (PVB)	<u>\$71,001,219</u>	<u>\$71,325,175</u>
4. Change in PVB		\$323,956

CITY OF PORT ORANGE POLICE PENSION FUND

EXHIBIT B

October 1, 2022 LOD Death Study

Accrued Liability and Funded Percentage

Valuation as of October 1,	Revised Valuation 2022	LOD Death 2022
1. Active Members		
a. Retirement Benefits	\$22,236,852	\$22,236,852
b. Deferred Benefits	189,315	189,315
c. Survivor Benefits	94,518	67,941
d. Disability Retirement	<u>118,632</u>	<u>118,632</u>
e. Total	\$22,639,317	\$22,612,740
2. Inactive Members		
a. Retirement and DROP	\$33,637,009	\$33,637,009
b. Terminated Vested	808,693	808,693
c. Beneficiaries	1,601,518	1,601,518
d. Disability Retirement	<u>3,137,757</u>	<u>3,137,757</u>
e. Total	\$39,184,977	\$39,184,977
3. Accrued Liability (AL)	<u>\$61,824,294</u>	<u>\$61,797,717</u>
4. Actuarial Value of Assets	\$54,514,703	\$54,514,703
5. Unfunded Accrued Liability	\$7,309,591	\$7,283,014
6. Funded Percentage	88.18 %	88.21 %
7. Change in AL		\$(26,577)
8. Change in Funded Percentage		0.03 %

CITY OF PORT ORANGE POLICE PENSION FUND

EXHIBIT C

October 1, 2022 LOD Death Study

Normal Cost

Valuation as of October 1,	Revised Valuation 2022	LOD Death 2022
1. Preliminary Normal Cost		
a. Retirement Benefits	\$1,049,962	\$1,049,962
b. Deferred Benefits	136,163	136,163
c. Survivor Benefits	8,429	55,865
d. Disability Retirement	<u>47,790</u>	<u>47,790</u>
e. Total	\$1,242,344	\$1,289,780
2. Total Normal Cost		
a. Preliminary Normal Cost	\$1,242,344	\$1,289,780
b. Estimated Administrative Expense	<u>129,154</u>	<u>129,154</u>
c. Total Normal Cost	\$1,371,498	\$1,418,934
d. Total Normal Cost as a % of Pay	26.93 %	27.86 %
3. Valuation Payroll	\$5,093,361	\$5,093,361
4. Change in Total Normal Cost		\$47,436
5. Change in Total Normal Cost as a % of Pay		0.93 %

CITY OF PORT ORANGE POLICE PENSION FUND

EXHIBIT D

October 1, 2022 LOD Death Study

Minimum Required Contribution

Valuation as of October 1, Required Contribution for FYE September 30,	Revised Valuation 2022 2024	LOD Death 2022 2024
1. Normal Cost	\$1,371,498	\$1,418,934
2. Amortization of Unfunded Actuarial Liability	<u>1,068,387</u>	<u>1,066,444</u>
3. Minimum Required Contribution at Valuation Date [1. + 2.]	\$2,439,885	\$2,485,378
4. Minimum Required Contribution Projected to Beginning of Budget Year	\$2,609,457	\$2,658,112
5. Interest for Periodic Payments	<u>108,437</u>	<u>110,128</u>
6. Minimum Required Contribution Adjusted for Periodic Payments [4. + 5.]	\$2,717,894	\$2,768,240
7. Expected Employee Contributions	\$401,887	\$401,887
8. Expected State Contribution	511,029	511,029
9. Estimated City Contribution	<u>1,804,978</u>	<u>1,855,324</u>
10. Minimum Required Contribution for Funding Year	\$2,717,894	\$2,768,240
11. City Plus State Contribution	\$2,316,007	\$2,366,353
12. Expected Employee Contribution Rate	7.81%	7.81%
13. Expected State Contribution Rate	9.93%	9.93%
14. Estimated City Contribution Rate	<u>35.09%</u>	<u>36.07%</u>
15. Minimum Required Contribution Rate	52.83%	53.81%
16. City Plus State Contribution Rate	45.02%	46.00%
17. Payroll		
a. Valuation Payroll	\$5,093,361	\$5,093,361
b. Projected Valuation Payroll	\$5,144,295	\$5,144,295
c. Hired < January 31, 2011	1,931,348	1,931,348
d. Hired > January 31, 2011	3,212,947	3,212,947
18. Assumptions		
a. Net Assumed Investment Return	6.95%	6.95%
b. Contribution Projected to Next FY	6.95%	6.95%
c. Total Payroll Inflation	1.00%	1.00%
d. Payroll Inflation for Amortization of UAL	1.00%	1.00%
19. Increase in Estimated City Contribution		\$50,346
20. Increase in Estimated City Contribution Rate		0.98 %

MEMORANDUM OF
UNDERSTANDING BETWEEN THE
CITY OF PORT ORANGE AND THE
INTERNATIONAL UNION OF POLICE
ASSOCIATIONS
PERC CERTIFICATION #1983

RATIFIED BY THE COASTAL
FLORIDA POLICE BENEVOLENT
ASSOCIATION LIEUTENANTS, PERC
CERTIFICATION #5561

This Memorandum of Understanding ("MOU") is entered into, as a result of contract negotiations between the International Union of Police Associations - PERC Certification #1983 ("Association") and the City of Port Orange ("City"), herein collectively referred to as (the "parties"), and provides for a new line-of-duty death pension benefit by amendment to the City of Port Orange Ordinance Chapter 54, Article V, Police Pension Fund ("Pension Ordinance"). The Coastal Florida Police Benevolent Association Lieutenants, PERC Certification #5561 ("PBALT"), has reviewed and ratified the proposed amendment to the Pension Ordinance.

1. The parties agree that the Pension Ordinance should be amended to create a line-of-duty death pension benefit, which will become effective upon adoption of the attached ordinance amendment (Ex. A) by City Council.

2. The PBALT has reviewed and ratified the attached proposed amendment to the Pension Ordinance.

3. All terms and conditions set forth in the collective bargaining agreement shall remain in full force and effect.

This MOU shall become effective upon ratification by the Union members, upon ratification of the PBALT, approval by the City, and execution by both parties.

[SIGNATURE PAGES TO FOLLOW]

EXHIBIT "A"

ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE V, POLICE PENSION FUND, AMENDING SECTION 54-122, DEFINITIONS, ADDING A NEW DEFINITION FOR "DOMESTIC PARTNER" AND ADDING "PARTICIPANT" TO THE DEFINITION OF POLICE OFFICER; CREATING A NEW SECTION 54-132.5, BENEFITS PAYABLE IN THE EVENT OF A PARTICIPANT KILLED IN THE LINE OF DUTY; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange (the "City") currently sponsors a Police Pension Fund ("Pension Fund"); and

WHEREAS, Section 54-132 of the City Code currently provides for pre-retirement survivor benefits; and

WHEREAS, the police pension board has requested that a line of duty death benefit be provided for a participant who is killed in the line of duty, similar to the benefit provided for special risk members of the Florida Retirement System who are killed in the line of duty; and

WHEREAS, the City and the Port Orange Police Association, I.U.P.A. Local 6051 have agreed that the Port Orange Police Pension Fund should be amended to provide a line of duty death benefit for a participant who is killed in the line of duty, similar to the benefit provided for special risk members of the Florida Retirement System who are killed in the line of duty; and

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to this change; and

WHEREAS, the City Council deems it to be in the public interest to make this change to the Pension Fund.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AS FOLLOWS:

SECTION 1: Section 54-122, Definitions, of the Port Orange Police Pension Fund is hereby amended as follows:

Sec. 54-122. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

[...]

Domestic partner means any person, other than a spouse or child, who resides with the participant in a dwelling unit as if a family at the time of the participant's death; or who is the mother or father of a child in common with the participant.

[...]

Police officer or participant means any person employed full-time by the city who satisfies the definition of police officer in F.S. §185.02(146).

[...]

SECTION 2. A new Section 54-132.5, Benefits Payable in the Event of a Participant Killed in the Line of Duty, is hereby created to read as follows:

Sec. 54-132.5 – Benefits Payable in the Event of a Participant Killed in the Line of Duty.

(a) The surviving spouse of any participant killed in the line of duty may, in lieu of the benefits provided in Section 54-132, elect to receive a monthly pension equal to 100% of the monthly salary being received by the participant at the time of death for the rest of the surviving spouse's lifetime. For the purpose of this Section, killed in the line of duty means a death that arises out of and in the actual

performance of duty required by the participant's employment as a city police officer and occurs during regularly scheduled working hours or irregular working hours, as required by the city. The city will require sufficient documentation to determine whether a death meets these criteria. For the purpose of this section, monthly salary means the total salary received by the participant during the most recent 12 months of full-time employment as a police officer divided by 12, excluding any overtime or lump sum payments, preceding the date the participant is killed in the line of duty.

(b) If the surviving spouse of a participant killed in the line of duty dies, the monthly payments that would have been payable to such surviving spouse had such surviving spouse lived shall be divided equally among all of the participant's children who are under 18 years of age until each child's 25th birthday and paid for the use and benefit of each eligible child.

(c) If a participant is unmarried, the participant may elect to designate a domestic partner to receive a survivor benefit. The designated domestic partner of any participant killed in the line of duty may, in lieu of the benefits provided in Section 54-132, elect to receive a monthly pension equal to 100% of the monthly salary being received by the participant at the time of death for a period of ten (10) years from the date the participant is killed in the line of duty. The designation of a domestic partner shall be made in writing and shall be submitted to the board of trustees. After the ten (10) year period, the monthly payments that would have been payable to such designated domestic partner had the ten (10) year period not expired shall be divided equally among all of the participant's children who are under 18 years of age until each child's 25th birthday and paid for the use and benefit of each eligible child.

(d) If a participant killed in the line of duty leaves no surviving spouse and has not designated a domestic partner but is survived by a child or children under 18 years of age, the benefit provided by subsection (a) normally payable to a surviving spouse, shall be divided equally among all of the participant's children who are under 18 years of age until each child's 25th birthday and paid for the use and benefit of each eligible child.

(e) The election by a surviving spouse, designated domestic partner, surviving child or children to receive any of the benefits set forth in this section shall prevent any designated beneficiary from receiving those benefits otherwise available in Section 54-132.

SECTION 3. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

SECTION 4. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this ordinance are declared severable.

SECTION 6. This ordinance amendment shall take effect upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of _____, 2023.

Passed and adopted on second and final reading on the _____ day of _____, 2023.

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

[CA-7984]

INTERNATIONAL ASSOCIATION OF POLICE ASSOCIATIONS LOCAL 6051,
PERC CERTIFICATION #1983, FLA:


Date: 3/7/2023

POPA LOCAL 6051 IUPA, Unit Representation

RATIFIED BY COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION
LIEUTENANTS, PERC CERTIFICATION #5561, PBA, FLA :

LT. WE. CAMMAY +3704
Date: 2/28/2023

CFPBALT, Unit Representation

CITY OF PORT ORANGE, FLORIDA

Date: _____

Don Burnette, Mayor

Attest:

Robin Fenwick, MMC, City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/19/2023

SUBJECT: (H19) First Reading - Ordinance No. 2023-13 - 4th Amendment to the Master Development Agreement and Conceptual Development Plan for the Pavilion at Port Orange Planned Commercial Development (CASE NO. PRZA-23-0005)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2023-13 - 4th Amendment to the Master Development Agreement and Conceptual Development Plan for the Pavilion at Port Orange Planned Commercial Development and authorize Mayor and City Clerk to sign all necessary documents.

SUMMARY: PLANNING COMMISSION ACTION (8/24/23): Recommended Approval (7-0)

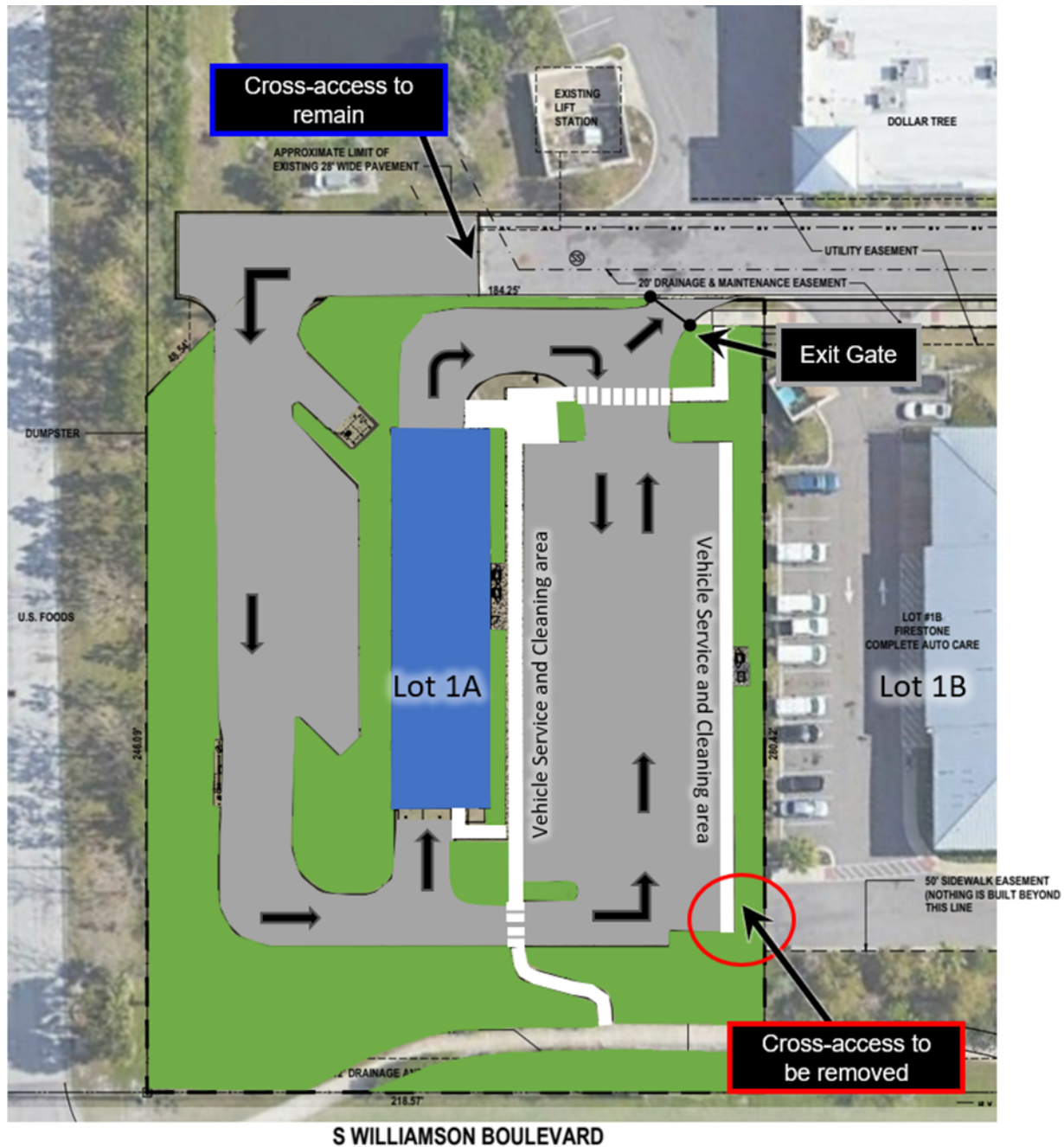
The proposed 4th Amendment to the Pavilion at Port Orange Master Development Agreement (MDA) is to add an automated car wash as an allowed use on either Lot 1A or 1B and remove a cross-access driveway requirement between Lots 1A and 1B shown on the Conceptual Development Plan (CDP). Lots 1A and 1B of the Pavilion at Port Orange PCD are located on the east side of Williamson Boulevard, north of Summer Trees Road. The applicant plans to develop an automated car wash on Lot 1A if the amendment is approved.



The current MDA allows for only one (1) convenience store with gasoline pumps or a motor vehicle service center to be developed on either Lots 1A, 1B, or 2 (outparcel lots along Williamson Boulevard), in addition to the other commercial uses allowed throughout the development. In 2013, a motor vehicle service center (Firestone Complete Auto Care) was constructed on Lot 1B. Therefore, according to the current MDA, a convenience store with gasoline pumps or a motor vehicle service center cannot be developed on Lots 1A or Lot 2. According to the Land Development Code (LDC), a car wash falls under the broad list of businesses included in the definition of a motor vehicle service center use. The proposed amendment would allow for one (1) car wash to be developed on either Lots 1A or 1B. If approved, the applicant plans to develop a carwash on Lot 1A.

With these lots being located at the northwest corner of the shopping center, away from the core of the development, the likelihood of these lots being developed with an office, retail, or restaurant is limited.

The current CDP requires a cross-access driveway between the front of Lots 1A and 1B. The applicant requests to remove this requirement from the CDP and not build the cross-access driveway when Lot 1A is developed. According to the applicant, the request is due to the traffic circulation layout for the proposed car wash on Lot 1A. The applicant states that the proposed traffic circulation layout for the proposed car wash on Lot 1A is designed for vehicles to enter and exit the site at separate driveways along the rear of the property to ensure the safest and most efficient circulation for getting vehicles in and out of the carwash and site. Also, the parking area on the south side of the carwash will be an area for customers to park and detail their vehicles, and not connecting the cross-access driveway into this area will minimize the number of vehicles traveling through this area. While the cross-access drive along the front of Lots 1A and 1B is being requested not to be constructed, Lot 1A will still be accessed via an internal cross-access driveway along the rear of Lot 1A, providing interconnectivity with all lots within the Pavilion at Port Orange. Also, Lot 1A is the last lot in the row of outparcels so not connecting to the access driveway along the front of Lots 1B and 2 is not anticipated to disrupt traffic flow within the Pavilion.



If the amendment is approved, the applicant will submit a site plan to develop a car wash on Lot 1A. Any development on Lot 1A will be required to meet the standard commercial site requirements (landscape buffers, screening, tree preservation, architecture, traffic concurrency, drainage and other infrastructure, parking, etc.) in the City's Land Development Code and the Pavilion at Port Orange MDA and CDP.

The Staff Report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance 2023-13 with exhibit	Ordinance 2023-13 with exhibit.pdf
2.	Master Development Agreement	Master Development Agreement.pdf
3.	STAFF REPORT	STAFF REPORT.pdf

Penelope Cruz

Tim Burman

Shannon Balmer

Wayne Clark

Tracee Cody

Created/Initiated - 8/24/2023

Approved - 8/31/2023

Approved - 9/6/2023

Approved - 9/12/2023

Final Approval - 9/12/2023

ORDINANCE NO. 2023-13

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE FOURTH
AMENDMENT TO THE MASTER DEVELOPMENT
AGREEMENT FOR THE PAVILION AT PORT ORANGE
PLANNED COMMERCIAL DEVELOPMENT (PCD) AND
CONCEPTUAL DEVELOPMENT PLAN; PROVIDING FOR
REPEAL OF CONFLICTING ORDINANCES; PROVIDING
FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, the City and Developer desire to enter into the Fourth Amendment to the Master Development Agreement for the Pavilion at Port Orange Planned Commercial Development (PCD) (“MDA”) and Conceptual Development Plan (“CDP”); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Fourth Amendment to the Master Development Agreement for the Pavilion at Port Orange Planned Commercial Development (PCD) (“MDA”) and Conceptual Development Plan (“CDP”); and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by majority vote recommended approval of the proposed the Fourth Amendment to the Master Development Agreement for the Pavilion at Port Orange Planned Commercial Development (PCD) (“MDA”) and Conceptual Development Plan (“CDP”; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby approve the Fourth Amendment to the Master Development Agreement for the Pavilion at Port Orange Planned Commercial Development (PCD) (“MDA”) and Conceptual Development Plan (“CDP”), attached hereto as **Exhibit “1”**.

Section 2. The Mayor and City Clerk are hereby authorized to execute said MDA.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2023

Passed and adopted on second and final reading on the day of _____,
2023

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT 1

This Instrument Prepared By:
Jeffrey P. Brock, Esquire
Smith Bigman Brock, P.A.
444 Seabreeze Blvd., Suite 900
Daytona Beach, FL 32118

STATE OF FLORIDA

FOURTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE PAVILION AT PORT ORANGE PLANNED COMMERCIAL DEVELOPMENT (PCD)

COUNTY OF VOLUSIA

THIS FOURTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE PAVILION AT PORT ORANGE PLANNED COMMERCIAL DEVELOPMENT (PCD) (this "Fourth Amendment") is entered into by and between THE CITY OF PORT ORANGE FLORIDA, a chartered municipal corporation located in Volusia County, Florida (the "City"), PORT ORANGE TOWN CENTER, LLC, a Delaware limited liability company, owner of Lot 1A ("Lot 1A Owner"), and BRIDGESTONE RETAIL OPERATIONS, LLC, a Delaware limited liability company, owner of Lot 1B, ("Lot 1B Owner"), (collectively the "Owners")

WHEREAS, the City and Lot 1A Owner entered into the "Master Development Agreement for The Pavilion at Port Orange Planned Commercial Development (PCD) Agreement" (the "MDA"), recorded in Official Records Book 6173, Page 1611, Public Records of Volusia County, Florida; and

WHEREAS, the City and Lot 1A Owner entered into the "First Amendment to the Master Development Agreement for The Pavilion at Port Orange Planned Commercial Development (PCD) Agreement" (the "First Amendment"), recorded in Official Records Book 6250, Page 2994, Public Records of Volusia County, Florida; and

WHEREAS, the City and Lot 1A Owner entered into the "Second Amendment to the Master Development Agreement for The Pavilion at Port Orange Planned Commercial Development (PCD) Agreement" (the "Second Amendment"), recorded in Official Records Book 6399, Page 2732, Public Records of Volusia County, Florida; and

WHEREAS, the City and Lot 1A Owner entered into the "Third Amendment to the Master Development Agreement for The Pavilion at Port Orange Planned Commercial Development (PCD) Agreement" (the "Third Amendment"), recorded in Official Records Book 6538, Page 95, Public Records of Volusia County, Florida; and

WHEREAS, the only property subject to this Fourth Amendment are Lots 1A and 1B of the Pavilion at Port Orange plat, more particularly described in the legal description attached hereto and incorporated herein as Exhibit "A" (the "Property");

WHEREAS, the City and Owners wish to further amend the Master Development Agreement, and the Conceptual Development Plan as set forth in Composite Exhibit "B" of the MDA ("CDP"), as previously amended, for the purposes of adding permitted uses, removing the requirement for a cross access drive between Lot 1A and Lot 1B as shown on the CDP; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City, Owners and Developer hereto covenant and bind themselves as follows:

1. The recitals provided above are recognized as true and correct representations and are incorporated herein.

2. The Conceptual Development Plan as set forth in Composite Exhibit "B" of the MDA ("CDP") is hereby amended as it applies to Lots 1A and 1B to remove the requirement for and delineation of the cross-access drive between Lots 1A and 1B, as set forth in Exhibit "B", attached hereto and made apart hereof by this reference.

3. Paragraph 8, PCD PERMITTED USES, Subsection A., Permitted Principal Uses, of the MDA, as it applies to Lots 1A and 1B, is hereby amended as follows:

"8. PCD Permitted Uses

A. Permitted Principal Uses:

Banks with Drive Thru Lanes (limited to Lots 1A, 1B, 2, 3 and 4)

Bars/Lounges/Nightclubs/Liquor Stores

Business Services

One automated Carwash with ancillary vacuum and detail stations (Limited to Lots 1A or 1B)

Communication Towers

One Convenience Store with Gasoline Pumps or one Motor Vehicle Service Center (Limited to Lots 1A, 1B, or 2)

Financial Services

Furniture and Appliance Stores

Game/Recreation Facilities

Health/Exercise Clubs

Hotels/motels

Medical Offices/Clinics

Motion Picture and Performing Arts Theaters

Newsstands/Bookstores

Office Supplies

Professional Offices

Personal Services, including, but not limited to: Beauty/Barber Shops

Pet Stores w/Veterinary Clinics and In-House Training Services

Restaurants, Including Food and Alcoholic Beverage Sales in Outdoor Area

Retail Home Improvement Centers with Outdoor Sales Center (Screened in Accordance with the LDC)

Retail Sales, including but not limited to:

Department Stores

Electronic Sales

Resale Stores

Resales

Rental and Services

Retail, Grocery and Drug Stores

Specialty Retail Sales

Video Rentals

Retail Nurseries and Garden Supplies with Outdoor Garden Sales Center (Screened in accordance with LDC)

Stormwater retention facilities, including a standalone stormwater pond on the County Pond Property, if necessary, in accordance with Section 6 herein

Xerographic and Offset Printing"

4. This Fourth Amendment shall be effective as of the date it is executed by all parties.

5. This Fourth Amendment shall be recorded in the Public Records of Volusia County, Florida, at Owners' expense.

6. The Master Development Agreement, as previously enacted and amended by the First, Second, and Third Amendments thereto, shall remain in full force and effect except with respect to those matters specifically amended by this Fourth Amendment.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below:

Signed, sealed and delivered
in the presence of:

**THE CITY OF PORT ORANGE,
FLORIDA, a Florida municipal
corporation**

Witness 1

By: _____
Donald O. Burnette, Mayor

Print Name- Witness 1

Witness 2

Print Name- Witness 2

Attest: _____
Robin L. Fenwick, MMC, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged by me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by Donald O. Burnette, Mayor and Robin L. Fenwick, City Clerk, both of the City of Port Orange, Florida, a chartered municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

Notary Seal

Signed, sealed and delivered in the presence of:

LOT 1B OWNER:

**BRIDGESTONE RETAIL
OPERATIONS, LLC, a Delaware
limited liability company**

Witness 1

By: _____

Print Name: _____

Title: _____

Print Name- Witness 1

Date: _____

Witness 2

Print Name- Witness 2

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged by me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____, as _____ of Bridgestone Retail Operations, LLC, a Delaware limited liability company on behalf of the company. He/She is personally known to me or produced _____ as identification.

Notary Public

Notary Seal

Signed, sealed and delivered in the presence of:

LOT 1A OWNER:

**THE PAVILION AT PORT
ORANGE LLC, a Florida limited
liability company,
By: CBL & ASSOCIATES LIMITED
PARTNERSHIP, a Delaware limited
partnership, its manager,
By: CBL HOLDINGS I, INC., a
Delaware corporation, its sole general
partner**

Witness 1

Print Name- Witness 1

Witness 2

Print Name- Witness 2

By: _____
Name

Title: _____

Date: _____

STATE OF TENNESSEE
COUNTY OF HAMILTON

The foregoing instrument was acknowledged by me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____, _____ of CBL Holdings I, Inc., a Delaware corporation, sole general partner of CBL & Associates Limited Partnership, a Delaware limited partnership, Manager of The Pavilion at Port Orange, LLC, a Florida limited liability company. She is personally known to me and did not take an oath.

Notary Public

Notary Seal

Exhibit A
Legal Description

Lot 1A

LOT 1A AND THE WESTERLY 26.6 FT OF LOT 1B OF THE PAVILION AT PORT ORANGE AS RECORDED IN PLAT BOOK 55, PAGE 13 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE ABOVE DESCRIPTION CONTAINS 1.39 ACRES MORE OR LESS.

Lot 1B

LOT 1B LESS THE WESTERLY 26.60 FT OF THE PAVILION AT PORT ORANGE AS RECORDED IN PLAT BOOK 55, PAGE 13 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE ABOVE DESCRIPTION CONTAINS 1.19 ACRES MORE OR LESS.

Exhibit B
Conceptual Development Plan

THE SPECIFIC NUMBER OF PARKING SPACES, BUILDING FOOTPRINTS, PARKING LOT LANDSCAPE ISLANDS AND LANDSCAPE AREAS AROUND BUILDINGS ARE CONCEPTUAL. THE CITY RESERVES THE RIGHT TO REVIEW SAME DURING THE SITE PLANNING PROCESS AND TO REQUIRE MODIFICATIONS TO ENSURE COMPLIANCE WITH THE REQUIREMENTS OF THE MDA FOR THIS PCO.

COMPLIANCE WITH THE ENVIRONMENTAL PRESERVATION CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN.

LOT 5 SITE DEVELOPMENT DATA	
Land Area (Lot 5 only)	63.88 acres
Shopping Center Building Area	382,305 sf
Office Area (at 445 on second level)	37,945 sf
Theater (2,750 seats)	44,020 sf
Building Coverage Percentage	16%
Total Impervious Area	40.65 acres
Open Space Provided	19.17 acres
Vehicle Use Area	23.24 acres
Interior Landscape Area Required (12%)	1,086,200 sf
Interior Landscape Area Provided	1,511,544 sf
Total Minimum Parking Required	190,415 sf
(Shopping Center: 1577 spaces Theater / Office: 568 spaces)	2,384 spaces
Total Parking Shown (shown with Lots 6-10)	2,384 spaces
(Standard Spaces: 1754 Compact Spaces: 595 Accessibility Spaces: 35)	
Bicycle Parking Required	239 spaces
Bicycle Parking Provided (80 provided by Lots 6-10)	239 spaces

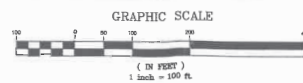
REVISION TO MASTER SITE PLAN TO ELIMINATE SHARED DRIVEWAY BETWEEN LOT 1A AND LOT 1B

ELIMINATE SHARED DRIVEWAY BETWEEN LOT 1A AND LOT 1B

SITE PLAN LEGEND	
RIGHT-OF-WAY/PROPERTY LINE	---
CURB & GUTTER	---
DUMPSTER	□
COMPACTOR	□
NORMAL POND WATER LEVEL	---
PRESERVED EX. WETLANDS & TREES	---

4th AMENDMENT TO THE MDA
THE PAVILION AT PORT ORANGE
by:
LUPHAM, INC.
265 KENILWORTH AVE
ORMOND BEACH, FL
JUNE 7, 2023
REVISED AUGUST 16, 2023

EXHIBIT B MASTER SITE PLAN



This Instrument Prepared By:
Jeffrey P. Brock, Esquire
Smith Bigman Brock, P.A.
444 Seabreeze Blvd., Suite 900
Daytona Beach, FL 32118

STATE OF FLORIDA

**FOURTH AMENDMENT TO THE MASTER
DEVELOPMENT AGREEMENT FOR THE
PAVILION AT PORT ORANGE PLANNED
COMMERCIAL DEVELOPMENT (PCD)**

COUNTY OF VOLUSIA

THIS FOURTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE PAVILION AT PORT ORANGE PLANNED COMMERCIAL DEVELOPMENT (PCD) (this "Fourth Amendment") is entered into by and between THE CITY OF PORT ORANGE FLORIDA, a chartered municipal corporation located in Volusia County, Florida (the "City"), PORT ORANGE TOWN CENTER, LLC, a Delaware limited liability company, owner of Lot 1A ("Lot 1A Owner"), and BRIDGESTONE RETAIL OPERATIONS, LLC, a Delaware limited liability company, owner of Lot 1B, ("Lot 1B Owner"), (collectively the "Owners")

WHEREAS, the City and Lot 1A Owner entered into the "Master Development Agreement for The Pavilion at Port Orange Planned Commercial Development (PCD) Agreement" (the "MDA"), recorded in Official Records Book 6173, Page 1611, Public Records of Volusia County, Florida; and

WHEREAS, the City and Lot 1A Owner entered into the "First Amendment to the Master Development Agreement for The Pavilion at Port Orange Planned Commercial Development (PCD) Agreement" (the "First Amendment"), recorded in Official Records Book 6250, Page 2994, Public Records of Volusia County, Florida; and

WHEREAS, the City and Lot 1A Owner entered into the "Second Amendment to the Master Development Agreement for The Pavilion at Port Orange Planned Commercial Development (PCD) Agreement" (the "Second Amendment"), recorded in Official Records Book 6399, Page 2732, Public Records of Volusia County, Florida; and

WHEREAS, the City and Lot 1A Owner entered into the "Third Amendment to the Master Development Agreement for The Pavilion at Port Orange Planned Commercial Development (PCD) Agreement" (the "Third Amendment"), recorded in Official Records Book 6538, Page 95, Public Records of Volusia County, Florida; and

WHEREAS, the only property subject to this Fourth Amendment are Lots 1A and 1B of the Pavilion at Port Orange plat, more particularly described in the legal description attached hereto and incorporated herein as Exhibit "A" (the "Property");

WHEREAS, the City and Owners wish to further amend the Master Development Agreement, and the Conceptual Development Plan as set forth in Composite Exhibit "B" of the MDA ("CDP"), as previously amended, for the purposes of adding permitted uses, removing the requirement for a cross access drive between Lot 1A and Lot 1B as shown on the CDP; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City, Owners and Developer hereto covenant and bind themselves as follows:

1. The recitals provided above are recognized as true and correct representations and are incorporated herein.

2. The Conceptual Development Plan as set forth in Composite Exhibit "B" of the MDA ("CDP") is hereby amended as it applies to Lots 1A and 1B to remove the requirement for and delineation of the cross-access drive between Lots 1A and 1B, as set forth in Exhibit "B", attached hereto and made apart hereof by this reference.

3. Paragraph 8, PCD PERMITTED USES, Subsection A., Permitted Principal Uses, of the MDA, as it applies to Lots 1A and 1B, is hereby amended as follows:

"8. PCD Permitted Uses

A. Permitted Principal Uses:

Banks with Drive Thru Lanes (limited to Lots 1A, 1B, 2, 3 and 4)

Bars/Lounges/Nightclubs/Liquor Stores

Business Services

One automated Carwash with ancillary vacuum and detail stations (Limited to Lots 1A or 1B)

Communication Towers

One Convenience Store with Gasoline Pumps or one Motor Vehicle Service Center (Limited to Lots 1A, 1B, or 2)

Financial Services

Furniture and Appliance Stores

Game/Recreation Facilities

Health/Exercise Clubs

Hotels/motels

Medical Offices/Clinics

Motion Picture and Performing Arts Theaters

Newsstands/Bookstores

Office Supplies

Professional Offices

Personal Services, including, but not limited to: Beauty/Barber Shops

Pet Stores w/Veterinary Clinics and In-House Training Services

Restaurants, Including Food and Alcoholic Beverage Sales in Outdoor Area

Retail Home Improvement Centers with Outdoor Sales Center (Screened in Accordance with the LDC)

Retail Sales, including but not limited to:

Department Stores

Electronic Sales

Resale Stores

Resales

Rental and Services

Retail, Grocery and Drug Stores

Specialty Retail Sales

Video Rentals

Retail Nurseries and Garden Supplies with Outdoor Garden Sales Center (Screened in accordance with LDC)

Stormwater retention facilities, including a standalone stormwater pond on the County Pond Property, if necessary, in accordance with Section 6 herein

Xerographic and Offset Printing"

4. This Fourth Amendment shall be effective as of the date it is executed by all parties.

5. This Fourth Amendment shall be recorded in the Public Records of Volusia County, Florida, at Owners' expense.

6. The Master Development Agreement, as previously enacted and amended by the First, Second, and Third Amendments thereto, shall remain in full force and effect except with respect to those matters specifically amended by this Fourth Amendment.

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below:

Signed, sealed and delivered
in the presence of:

**THE CITY OF PORT ORANGE,
FLORIDA, a Florida municipal
corporation**

Witness 1

By: _____
Donald O. Burnette, Mayor

Print Name- Witness 1

Witness 2

Print Name- Witness 2

Attest: _____
Robin L. Fenwick, MMC, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged by me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by Donald O. Burnette, Mayor and Robin L. Fenwick, City Clerk, both of the City of Port Orange, Florida, a chartered municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

Notary Seal

Signed, sealed and delivered in the presence of:

LOT 1B OWNER:

**BRIDGESTONE RETAIL
OPERATIONS, LLC, a Delaware
limited liability company**

Witness 1

By: _____

Print Name: _____

Title: _____

Print Name- Witness 1

Date: _____

Witness 2

Print Name- Witness 2

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged by me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____, as _____ of Bridgestone Retail Operations, LLC, a Delaware limited liability company on behalf of the company. He/She is personally known to me or produced _____ as identification.

Notary Public

Notary Seal

Signed, sealed and delivered in the presence of:

LOT 1A OWNER:

**THE PAVILION AT PORT
ORANGE LLC, a Florida limited
liability company,
By: CBL & ASSOCIATES LIMITED
PARTNERSHIP, a Delaware limited
partnership, its manager,
By: CBL HOLDINGS I, INC., a
Delaware corporation, its sole general
partner**

Witness 1

By: _____
Name

Print Name- Witness 1

Title: _____

Witness 2

Date: _____

Print Name- Witness 2

STATE OF TENNESSEE
COUNTY OF HAMILTON

The foregoing instrument was acknowledged by me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____, _____ of CBL Holdings I, Inc., a Delaware corporation, sole general partner of CBL & Associates Limited Partnership, a Delaware limited partnership, Manager of The Pavilion at Port Orange, LLC, a Florida limited liability company. She is personally known to me and did not take an oath.

Notary Public

Notary Seal

Exhibit A
Legal Description

Lot 1A

LOT 1A AND THE WESTERLY 26.6 FT OF LOT 1B OF THE PAVILION AT PORT ORANGE AS RECORDED IN PLAT BOOK 55, PAGE 13 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE ABOVE DESCRIPTION CONTAINS 1.39 ACRES MORE OR LESS.

Lot 1B

LOT 1B LESS THE WESTERLY 26.60 FT OF THE PAVILION AT PORT ORANGE AS RECORDED IN PLAT BOOK 55, PAGE 13 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE ABOVE DESCRIPTION CONTAINS 1.19 ACRES MORE OR LESS.

Exhibit B
Conceptual Development Plan

THE SPECIFIC NUMBER OF PARKING SPACES, BUILDING FOOTPRINTS, PARKING LOT LANDSCAPE ISLANDS AND LANDSCAPE AREAS AROUND BUILDINGS ARE CONCEPTUAL. THE CITY RESERVES THE RIGHT TO REVIEW SAME DURING THE SITE PLANNING PROCESS AND TO REQUIRE MODIFICATIONS TO ENSURE COMPLIANCE WITH THE REQUIREMENTS OF THE MDA FOR THIS PCO.

COMPLIANCE WITH THE ENVIRONMENTAL PRESERVATION CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN.

LOT 5 SITE DEVELOPMENT DATA	
Land Area (Lot 5 only)	63.88 acres
Shopping Center Building Area	382,305 sf
Office Area (at 445 on second level)	37,945 sf
Theater (2,750 seats)	44,020 sf
Building Coverage Percentage	16%
Total Impervious Area	40.65 acres
Open Space Provided	19.17 acres
Vehicle Use Area	1,086,200 sf
Interior Landscape Area Required (12%)	131,544 sf
Interior Landscape Area Provided	190,415 sf
Total Minimum Parking Required	2,145 spaces
Shopping Center: 1,577 spaces	
Theater / Office: 568 spaces	
Total Parking Shown (shown with Lots 6-10)	2,384 spaces
Standard Spaces: 1754	
Compact Spaces: 595	
Accessibility Spaces: 85	
Bicycle Parking Required	239 spaces
Bicycle Parking Provided (80 provided by Lots 6-10)	239 spaces

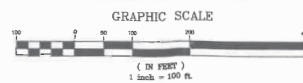
REVISION TO MASTER SITE PLAN TO ELIMINATE SHARED DRIVEWAY BETWEEN LOT 1A AND LOT 1B

ELIMINATE SHARED DRIVEWAY BETWEEN LOT 1A AND LOT 1B

SITE PLAN LEGEND	
RIGHT-OF-WAY/PROPERTY LINE	---
CURB & GUTTER	---
DUMPSTER	□
COMPACTOR	□
NORMAL POND WATER LEVEL	---
PRESERVED EX. WETLANDS & TREES	---

4th AMENDMENT TO THE MDA
THE PAVILION AT PORT ORANGE
by:
LUPHAM, INC.
265 KENILWORTH AVE
ORMOND BEACH, FL
JUNE 7, 2023
REVISED AUGUST 16, 2023

EXHIBIT B MASTER SITE PLAN





STAFF REPORT

4th Amendment to the Master Development Agreement and Conceptual Development Plan for the Pavilion at Port Orange Planned Commercial Development CASE NO. PRZA-23-0005

REQUEST:	To approve the Fourth Amendment to the Master Development Agreement and Conceptual Development Plan for the Pavilion at Port Orange Planned Commercial Development to add an automated car wash as an allowed use on Lots 1A or 1B and modify the CDP regarding access between Lots 1A and 1B.
LOCATION:	5435 and 5437 S. Williamson Boulevard (Figure 1)
PROPERTY OWNERS:	Port Orange Town Center, LLC, and Bridgestone Retail Operations, LLC
APPLICANT:	Steven Schlossberg, Dunlawton Investments, LLC
STAFF CONTACT:	Penelope Cruz, Planning Manager (386)506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 7-0 (August 24, 2023)
CITY COUNCIL:	September 19, 2023

INTRODUCTION

The proposed 4th Amendment to the Pavilion at Port Orange Master Development Agreement (MDA) is to add an automated car wash as an allowed use on either Lot 1A or 1B and remove a cross-access driveway requirement between Lots 1A and 1B on the Conceptual Development Plan (CDP). Lots 1A and 1B of the Pavilion at Port Orange PCD are located on the east side of Williamson Boulevard, north of Summer Trees Road.

Figure 1. Location Map



MASTER DEVELOPMENT AGREEMENT

The current MDA allows for either a convenience store with gasoline pumps or a motor vehicle service center to be developed on Lots 1A, 1B, or 2 (outparcel lots along Williamson Boulevard), in addition to the other commercial uses allowed throughout the development such as bars, health/exercise clubs, hotels, theaters, beauty/barber shops, offices, restaurants, and retail. In 2013, a motor vehicle service center use (Firestone Complete Auto Care) was constructed on Lot 1B. Therefore, a second motor vehicle service center use or a convenience store with gasoline pumps cannot be built on Lots 1A or 2. According to the Land Development Code (LDC), a car wash falls under the broad list of businesses listed in the definition of a motor vehicle service center use.

The proposed amendment is to add an automated car wash as an allowed use on either Lots 1A or 1B. While an automated car wash is an appropriate use within a shopping center, the location of this use will be limited to only Lots 1A or 1B, so it would not be a primary focus near the main entrance or core of the development. In addition, Lots 1A and 1B are located at the northwest corner of the shopping center, away from the core of the development, and the likelihood of these lots being developed with an office, retail, or restaurant is limited. Therefore, the proposed amendment allows for these lots to be developed with a use that would serve vehicles already visiting the shopping center or vehicles driving along this corridor. If the amendment is approved, the applicant is required to submit a site plan to develop a car wash on Lot 1A.

CONCEPTUAL DEVELOPMENT PLAN

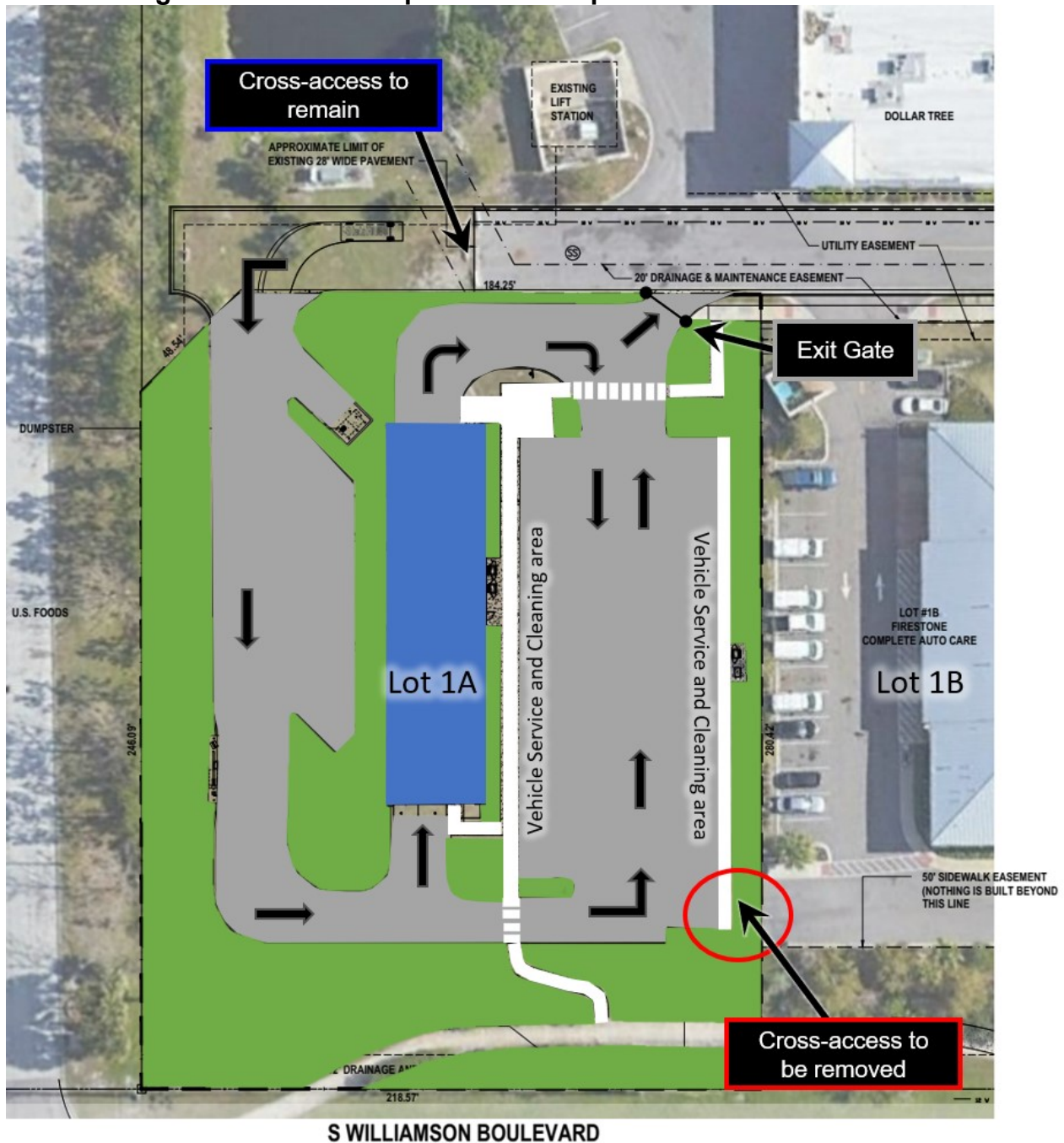
The current CDP requires a cross-access driveway along the front of Lots 1A and 1B. The applicant is requesting to remove this requirement from the CDP and not be required to build a cross-access driveway when Lots 1A is developed. According to the applicant, the request is due to the traffic circulation layout for a proposed car wash on Lot 1A. The applicant states that the proposed traffic circulation layout is for vehicles to enter and exit the site at separate designated points along the rear of the property to ensure the safest and most efficient traffic pattern for getting vehicles in and out of the carwash and site (Figure 2 on Page 3).

The applicant is concerned that if the cross-access driveway between Lots 1A and 1B is required to be constructed along the front of Lot 1A, it will allow for multiple points of access to the carwash, and the proposed carwash has been designed to have a single, gated point of access, for vehicles to enter the site and get in line to pay and enter the carwash. In addition, the parking area on the south side of the carwash will be a vehicle detailing area for patrons that have paid for a carwash to park and dry, vacuum, and detail their vehicle, and not connecting the cross-access driveway into this detail area will minimize the number of vehicles traveling through an area where people will be out of the vehicles and detailing vehicles.

The purpose of a cross-access driveway between lots is to limit driveways on major roadways and provide for interconnectivity between lots without requiring vehicles to use the city's roadway network to access other uses or lots within a commercial development. If the revision to the CDP is approved, Lot 1A will still be accessed from an internal cross-access driveway along the rear of Lot 1A, providing interconnectivity with all lots within

the Pavilion at Port Orange. There are no plans or requirements to connect through to the US Foods site.

Figure 2. Draft Concept Plan for Proposed Car Wash on Lot 1A



While the request is to not construct the cross-access driveway along the front of Lots 1A and 1B, there will be cross-access between Lots 1A and 1B through the cross-access driveway on the shopping center property, along the rear of Lots 1A and 1B.

Figure 3. Exiting Cross-Access Drives Near Lots 1A and 1B



Before development on Lot 1A, a site plan must be submitted to the city and approved by the Staff Development Review Committee (SDRC). Any development on Lot 1A will be required to meet the standard commercial site requirements (landscape buffers, screening, tree preservation, architecture, traffic concurrency, drainage and other infrastructure, parking, etc.) in the City's Land Development Code and the Pavilion at Port Orange MDA and CDP.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The subject property is designated *Commercial* on the City's Future Land Use Map. The original MDA was found to be consistent with the City's Comprehensive Plan and City's Future Land Use (FLU) Map when it was originally approved in 2007. The proposed Fourth Amendment does not change the FLU designation for the property, and the proposed uses being added to the list of permitted uses of the PCD are consistent with the existing FLU designation of the property.

PUBLIC NOTICE

A Public Notice sign was posted on the site on June 23, 2023. At the time this agenda item was prepared, staff had not received any calls regarding the proposed amendment.

RECOMMENDATION

Staff recommends approval of the Fourth Amendment to the Master Development Agreement and Conceptual Development Plan for the Pavilion at Port Orange Planned Commercial Development, subject to the City Attorney's review of legal form and content.

ATTACHMENTS

Exhibit 1 - Fourth Amendment to the to the Master Development Agreement for the Pavilion at Port Orange Planned Commercial Development (see Ordinance Exhibit)



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 9/19/2023

SUBJECT: (H20) Variance from Chapter 16, Section 9(c)(8) of the Land Development Code (LDC) - Setback for a Camouflage Communication Tower/4500 Eastport Parkway (CASE NO. VARC-23-0006)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve a variance from the Land Development Code (LDC) to reduce the north setback to 55 feet, east setback to 118 feet, and west setback to 59 feet for a camouflage monopine communications tower in lieu of the 165 feet setback required by the LDC as recommended by the Planning Commission at their August 24, 2023 meeting.

SUMMARY: Planning Commission Action (8/24/23): Recommended Approval 7-0

The following item is a variance from the Land Development Code (LDC) to reduce the setback for a 150-foot tall camouflaged communication tower. The applicant, Harold Timmons of Tower Engineering Professionals, on behalf of Verizon, is proposing to develop a 150-foot-tall camouflage monopine communications tower and equipment compound within a 10,000 square-foot lease area at the northwest corner of a +/- 1.1-acre parent parcel located at 4500 Eastport Parkway. The parent parcel is currently zoned Light Industrial (LI) and is a wooded vacant parcel located on the west side of Eastport Parkway, north of Commonwealth Boulevard, west of the FEC railroad tracks. If the variance is approved, the applicant is proposing to construct a communication tower with a 55-foot north setback, 118-foot east setback, and 59-foot west setback instead of the 165-foot setback required by the LDC.

intent to ensure structural safety for adjacent properties. As with any structure, a building permit and engineering plans for the tower will be required for review to ensure compliance with the Florida Building Code. The subject property abuts adjacent properties covered by St. John's River Water Management District conservation easements, and a potential structural failure would not impact any structures.

Example monopine communication tower:



The City's regulations for the siting of cellular towers and associated facilities are consistent with applicable federal and state laws, including, but not limited to, the Telecommunications Act of 1996, which as set forth in 47 U.S.C. § 332(c)(7)(B)(iv), expressly preempts state and local government regulation of the placement, construction, and modification of personal wireless service facilities based on the environmental effects of radio frequency emissions to the extent that such facilities comply with the FCC's regulations concerning such emissions, and F.S. § 365.172(13).

See attached staff report for additional information and exhibits provided by the applicant.

PRESENTER: Penelope Cruz, Tim Burman

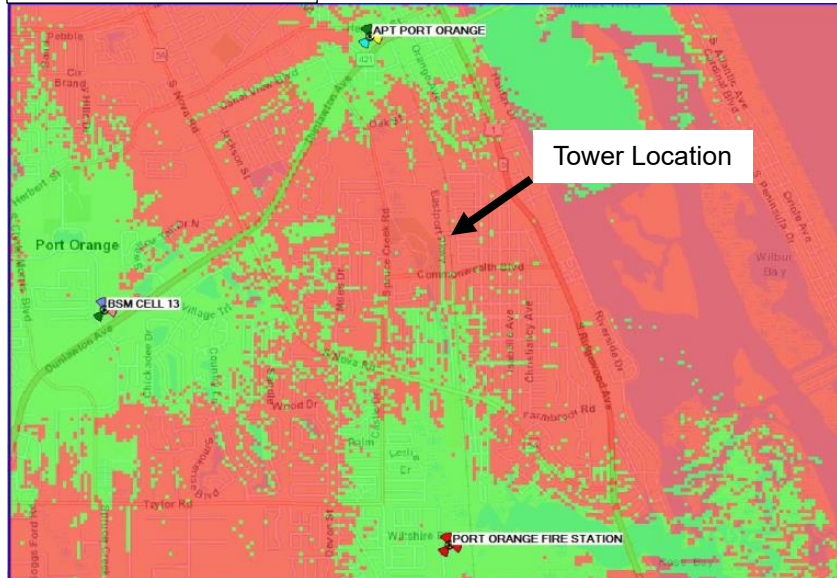
ATTACHMENTS:

1.	Exhibit A - Current and Proposed Coverage Map	Exhibit A..pdf
2.	Staff Report - 4500 Eastport Pkwy	Staff Report - 4500 Eastport Pkwy

Variance	Variance.pdf
Penelope Cruz	Created/Initiated - 8/31/2023
Tim Burman	Approved - 8/31/2023
Shannon Balmer	Approved - 9/6/2023
Wayne Clark	Approved - 9/12/2023
Tracee Cody	Final Approval - 9/12/2023

EXHIBIT A

Current Coverage



Proposed Coverage



Coverage Thresholds



Reliable Service



Not Reliable Service



STAFF REPORT

**VARIANCE / COMMUNICATION TOWER SETBACK
CHAPTER 16, SECTION 9(c)(8), LAND
DEVELOPMENT CODE
CASE NO. VARC-23-0006**

REQUEST:	Variance from the Land Development Code (LDC) to reduce the width setback of a communications tower.
LOCATION:	4500 Eastport Parkway
PROPERTY OWNER:	US Glass Holdings LLC
APPLICANT:	Harold Timmons, Tower Engineering Professionals
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Gwen Perney, Planner (386) 506-5673
PLANNING COMMISSION:	Recommended Approval (August 24, 2023)
CITY COUNCIL DATE:	September 19, 2023

DISCUSSION:

The applicant, Harold Timmons of Tower Engineering Professionals, on behalf of Verizon, is proposing to develop a 150-foot-tall camouflage monopine communications tower and equipment compound within a 10,000 square-foot lease area at the northwest corner of a +/- 1.1-acre parent parcel, located at 4500 Eastport Parkway. According to the applicant, the tower is needed to resolve coverage and capacity gaps in the area (Exhibit A – Applicant's Letter of Request). The parent parcel is currently zoned Light Industrial (LI) and is a wooded vacant parcel located on the west side of Eastport Parkway, north of Commonwealth Boulevard, west of the FEC railroad tracks (Figure 1. Location Map on Page 2). A camouflage monopine communications tower is a permitted use within the LI zoning district.

According to the applicant, the proposed tower is necessary to provide adequate coverage and capacity for Verizon customers in this area of Port Orange. The tower will serve both residential and non-residential customers and will provide space for future additional carriers on the tower. According to the applicant, more customers are relying on cellular service for both calls and the internet on their mobile devices, creating an additional need for coverage and capacity. Additionally, according to the National Emergency Number Association, approximately 80% of 911 emergency calls are made from mobile devices.

Figure 1. Location Map and Example of Monopine Communications Tower

According to the Land Development Code (LDC), a communications tower is to be setback from all property lines of the parent parcel a minimum distance of 110 percent of the fall radius of the tower. The fall radius is defined as the height of a communications tower, or the calculated distance measured from the center of the base of a communication tower which defines the maximum circular area into which the tower and any further distance in which any part of a tower may fall in case of structural failure or collapse. The intent of the communications tower setback in the LDC is to satisfy structural safety and aesthetic concerns for owners of adjacent properties, residents, and users of nearby public rights-of-way. The proposed 150-foot communication tower is required a 165-foot ($150\text{-foot} \times 1.1 = 165\text{-foot}$) setback from all property lines of the parent tract.

According to the applicant, the proposed tower cannot be located within the lease area and comply with the required 165-foot setback from the boundary of the parent parcel according to the Land Development Code (LDC), and the current setback requirement will have the effect of prohibiting wireless service to be established within a needed coverage area (Exhibit A). The applicant is requesting to reduce the tower setbacks on the north, east, and west boundaries of the parent parcel, as shown in Table 1. The required tower setback along the south boundary of the parent parcel exceeds the required 165-foot setback.

Table 1. Required and Proposed Setbacks

Boundary Direction	Current Use	Current Zoning	Required Setback per the LDC	Proposed Setback
North	Vacant (Eastport common area)	LI	165'	55'
East	Vacant (Future light industrial development)	LI	165'	118'
South	Buschman Park	LI	165'	204'
West	Vacant (Eastport common area)	LI	165'	59'

According to the applicant, the proposed tower will have a break point at 100 feet and the top 50-foot section of the tower would fall or remain connected and hang from the remaining 100-foot section in the event that the tower fails. The tower is also proposed to be designed to allow future carriers to co-locate.

Based on the preliminary review of the conceptual site plan provided by the applicant with this variance request, the separation requirements from existing communication towers, setback from a right-of-way, and habitable residential structures or residentially zoned vacant land are in compliance with the LDC, and the variance is only necessary for the tower setbacks along the north, south, and east boundaries of the parent parcel. In addition to the tower, a compound for the associated equipment will be required to be enclosed with an opaque fence and will be surrounded by a ten (10) foot landscape buffer as well as existing vegetation. The intent of the communication tower setback in the LDC is to satisfy structural safety and aesthetic concerns for owners of adjacent properties, residents, and users of nearby public rights-of-way.

To minimize the potential impacts of the proposed tower upon nearby residential and non-residential areas and Eastport Parkway, the proposed tower was positioned at the northwest corner of the parent tract to allow area on the parent tract for future development, use the existing trees and vegetation to minimize its visual impact from Eastport Parkway and from the adjacent mobile home development to the east of the tower. If development occurs on the parent parcel, the leased area will be required to maintain the opaque fence and landscaping buffer. To the north and west of the tower is a vacant, wooded tract of land that is encumbered with a St. Johns Water Management District conservation easement. On the west side of the St. John's conservation area and on the south side of the tower is Buschman Park. To the east of the tower is vacant land zoned LI, FEC Railroad tracks, and Tanglewood Mobile Home Park.

Figure 2. Location map showing general location of the proposed tower

As part of the variance request, the applicant provided data supporting the location of a tower on the subject property. The applicant conducted a search of properties within the facilities' search zone radius based on the hierarchy of site rankings provided in the LDC. After attempting to locate antennas on an existing tower that is at the edge of the search ring for this area or on municipal property, the applicant chose the subject property as a camouflaged tower on LI-zoned property as next on the communication tower siting hierarchy in the LDC. According to the applicant, the municipal properties within the search radius would be difficult to establish a communications tower on as they are within close proximity to existing residential areas or not directly accessible by a service vehicle. The LDC requires a minimum separation from residential uses of two times the tower's height for a camouflaged tower as the minimum buffer. The proposed tower is ± 450 feet from the nearest residential use, and 300 feet is required (two times the 150-foot tower height). The proposed tower is ± 0.9 miles from the closest tower and the LDC requires a minimum of 0.5 miles between communications towers.

The LDC allows an applicant to seek a variance for a setback if the applicant maintains that the requirement will prohibit or would have the effect of prohibiting the ability of a service provider to provide wireless services in violation of federal law. According to the applicant, the requested setbacks for the proposed communication tower will meet the the intent of the City's setback requirement. As indicated by the applicant, in the unlikely event of a tower failure, the proposed tower is designed to collapse at a pre-engineered breakpoint and would fall within the leased area. The design engineer for the proposed

communication tower states that in the event of a failure due to extreme wind, the tower would buckle at the 100-foot elevation mark and only a 50-foot section would fall or remain connected and hang from the standing tower section. The applicant states that through the engineering of the communication tower, the tower design, along with the requested setbacks, satisfies the city's intent to ensure structural safety for adjacent properties. As with any structure, a building permit along with engineered plans will be required for review to ensure compliance with the Florida Building Code, and if the variance is approved, the tower is designed to have a pre-engineered break point.

The City's regulations for the siting of cellular towers and associated facilities are consistent with applicable federal and state laws, including, but not limited to, the Telecommunications Act of 1996, which as set forth in 47 U.S.C. § 332(c)(7)(B)(iv), expressly preempts, state and local government regulation of the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the FCC's regulations concerning such emissions, and F.S. § 365.172(13).

REVIEW OF VARIANCE CRITERIA:

LDC Chapter 16, Section 9(d)(10)(b) lists variance criteria for siting of communication towers. These criteria, accompanied by staff analysis, are as follows:

- a) A detailed explanation, with supporting engineering information by a licensed engineer or other data as applicable, as to why a variance from the requirements of this chapter 16, section 9 is required, including a detailed explanation addressing the relevant engineering criteria.

According to the applicant, their first preference is to co-locate antennas and equipment on an existing tower if possible as the process is less costly and faster to complete; however, to expand capacity and coverage to Verizon customers, a new tower is required to fill the coverage gaps as there are no existing towers within the 1-mile search radius that would support co-location of additional antennas and equipment.

As indicated by the applicant, in the unlikely event of a tower failure, the proposed tower is designed to collapse at a pre-engineered breakpoint and would fall within the leased area. The design engineer for the proposed communication tower states that in the event of a failure due to extreme wind, the tower would buckle at the 100-foot elevation mark and only a 50-foot section would fall or remain connected and hang from the 100-foot standing tower section. The applicant states that through its engineering of the communication tower, the tower design, along with the requested 55-foot minimum setback, satisfies the city's intent to ensure structural safety for adjacent properties. As with any structure, a building permit along with engineered plans will be required for review to ensure compliance with the Florida Building Code, and if the variance is approved, that the tower is designed to have a pre-engineered break point (Exhibit A).

- b) What special conditions exist that create an unreasonable hardship or practical difficulty with complying with the specific requirements for which a variance is requested.

According to the applicant, it would be difficult to comply with the city's setback requirements for a communication tower on the subject property. For the proposed 150-foot communication tower, the City's LDC requires a 165-foot setback from all boundaries of the parent tract which would require, at a minimum, a parcel to be at least 330 feet x 330 feet, or 2.5 acres, and for the tower to be located in the center of the parcel. The applicant states that properties this large are difficult to find and even more difficult to find a landlord willing to allow a tower in the center of their parcel, given the impact on the use of their land for other development uses.

- c) Nature and characteristics of the surrounding neighborhood.

The subject property for the proposed tower is located within an industrial business park and, according to the applicant, will be buffered from adjacent properties by the vacant, wooded property to the north, west, and south. The proposed tower will be located approximately 500 feet from the nearest residential structure to the east. Based on the preliminary review of the conceptual site plan, the proposed separation requirements from existing habitable residential structures or residentially zoned vacant land are in compliance with the LDC, and the variance is only necessary for the tower setbacks along the north, east, and west boundaries of the parent parcel.

- d) The impact the variance would have on the surrounding neighborhood, including photo simulations if applicable.

According to the applicant, to minimize the potential impacts of the proposed tower upon the nearby residential and non-residential areas, the proposed tower has been designed as a monopine to conceal proposed antennas and match surrounding trees in the area. The tower is located within an industrial area and meets the distance separation requirements from residential areas.

Based on the preliminary review of the proposed site plan at the time of preparing this report, the proposed separation requirements from existing communication towers, habitable residential structures, or residentially zoned vacant land are in compliance with the LDC, and the variance is only necessary for the tower setback along the north, west and east boundaries of the parent parcel (see Figure 3 on Page 7).

Figure 3. View from Tanglewood Mobile Home Park



- e) Whether the variance requested arises from a condition that is unique and peculiar to the land involved and is not created by the actions of the property owner or applicant.

According to the applicant, it would be practically difficult to comply with the city's setback requirements for a communication tower. For the proposed 150-foot communication tower, the City's LDC requires a 165-foot setback from all boundaries of the parent tract which would require, at a minimum, a parcel to be at least 330 feet x 330 feet, or 2.5 acres, and for the tower to be located in the center of the parcel. The applicant states that properties this large are difficult to find and even more difficult to find a landlord willing to allow a tower in the center of their parcel, given the impact on the use of their land for other development uses. The applicant reached out to multiple landowners within the 1-mile search radius but only received approval from one property owner to make an application for the proposed tower.

- f) If applicable, topography, tree coverage and foliage in the immediate surrounding area of the proposed wireless communications facility or within the surrounding neighborhood.

The subject property is a vacant, wooded parcel that is zoned for light industrial development. The parent tract may be developed in the future with a use permitted by the LI zoning district. Staff is not reviewing a site plan for the development of the parent tract at this time. The parent tract is currently surrounded to the west and north by existing vegetation in a conservation easement, Buschman Park along the south, and Eastport Parkway, vacant LI-zoned property, and a mobile home park on the east that is buffered by existing vegetation.

- g) Design of the proposed wireless communications facility with particular reference to achieving compatibility with the surrounding neighborhood and eliminating adverse visual impacts.

The applicant is proposing a 150-foot tall monopine communications tower. The proposed design of the tower with concealed antennas and equipment compound will be located within an 10,000-square-foot lease area at the northwest corner of a currently vacant +/- 1.1-acre parent parcel within an industrially-zoned area. According to the applicant, the design of the tower as a monopine is intended to be compatible with the existing trees in the area to reduce visual impact on the surrounding area.

Figure 4. Example of a monopine communications tower



- h) Whether there is an alternative location or wireless communications facility that would not require a variance or would have less impact than the requested variance.

The applicant states that the majority of the sites in their search area would require some type of variance from the City's setback or separation requirements from residential because of the existing development pattern within this area of Port Orange. According to the applicant, co-location on the tower nearest the applicant's search ring would not provide the coverage and capacity to best serve customers in the applicant's underserved area. The applicant reached out to several property owners within the Eastport area and the subject property was the only option available.

Figure 5. Current Coverage Map and Proposed Coverage Map

- i) Any other information the city may reasonably require to process the request for variance.

The applicant previously provided a conceptual site plan for staff to review for compliance with the City's wireless communication facilities siting criteria in the LDC as well as additional site improvements required by the LDC, such as access, utilities, grading, drainage, and landscaping. Based on the conceptual design review, the proposed separation requirements from existing communication towers, habitable residential structures or residentially zone vacant land are in compliance with the LDC, and the variance is only necessary for the tower setbacks along the north, west and east boundaries of the parent parcel.

Chapter 19, Section 1, LDC, lists the review criteria that are used to determine whether a variance request should be granted. These criteria, accompanied by staff analysis, are as follows:

- a) *Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which do not apply to other lands, structures, or buildings in the same zoning district.*

It is the city's intention that the city's requirements not prohibit or have the effect of prohibiting the provision of personal wireless services in violation of federal law. The applicant has indicated that the application of the communication tower setback would be in violation of Federal law since the communication tower setback would preclude the tower from being built when sufficient modifications to address the intent of a code requirement have been made. To support the requested variance, the applicant submitted an affidavit from a licensed engineer to demonstrate how the reduced setback will not create safety concerns to the adjacent properties due to the engineered design of the tower.

According to the applicant, it would be practically difficult to comply with the city's setback requirements for a communication tower on the subject property. For the proposed 150-foot communication tower, the City's LDC requires a 165-foot setback from all boundaries of the parent tract which would require, at a minimum, a parcel to be at least 330 feet x 330 feet or 2.5 acres and for the tower to be located in the center of the parcel. The applicant states that properties this large are difficult to find and even more difficult to find a landlord willing to allow a tower in the center of their parcel, given the impact on the use of their land for other development uses.

- b) *The special conditions and circumstances are not a result of the actions of the applicant.*

According to the applicant, the special conditions and circumstances are not the result of actions of the property owners or applicant.

- c) *Literal interpretation and enforcement of the development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the development code and would work an unnecessary and undue hardship on the applicant.*

When a new communication tower is proposed to be built on a parent parcel with an industrial zoning category, it must comply with the current development requirements of the LDC. The intent of the communication tower setback requirement to establish setbacks to satisfy structural safety or aesthetic concerns, minimize the impact on adjoining properties, and provide room on the subject property for maintenance and necessary repairs to the structure. The surrounding parcels within the calculated 110% fall radius of the tower are nonresidential uses.

According to the applicant, the requested setbacks for the proposed communication tower will meet the intent of the City's setback requirement because the tower is designed in the unlikely scenario that the tower collapses or is damaged that the tower would not fall outside of the 10,000-square-foot lease compound. The design engineer of the proposed communication tower states that in the event of a failure due to extreme wind, the tower would buckle at the 100-foot elevation; therefore, a 50-foot section would fall but would most likely remain connected and hang from the 100-foot standing tower section. The applicant states that through the engineering of the communication tower, the tower satisfies the city's intent to ensure structural safety for adjacent properties to a communications tower.

- d) *The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building, or structure.*

According to the applicant, the dimensions/area of the subject parent parcel is not large enough to meet the setbacks from all property lines and the requested

setback for the north, west, and east boundary is the minimum variance for development. The applicant also states that the proposed setbacks from the boundary line of the parent parcel provides sufficient separation between the proposed tower and adjacent properties in the unlikely event of tower failure as the tower is designed to collapse within the lease area on the parent tract.

A communication tower could be constructed on the parent tract to comply with the setback requirements of the LDC; however, this would require the height of the proposed tower to be reduced and placement of the proposed tower in the center of the parent tract. The applicant has stated that to address the communication needs in this area, a tower needs to be at least 150-feet tall and a reduction in the tower height is not an option.

- e) *Granting the variance request will not confer on the applicant any special privilege that is denied by the development code to other lands, buildings, or structures in the same zoning district.*

Based on the parcel size, zoning, and proximity to a habitable residential structure or vacant land residentially zoned, there are a small number of parcels available that can comply with all requirements in the LDC for siting of a communication tower within the one-mile radius of the proposed communication tower site.

According to the applicant, properties as large as the parent parcel and away from residential areas is difficult to find, and when located, it is even more difficult to find a landlord willing to allow a communication tower on their parcel, given the impact on the future use of their land for development for other uses. The applicant also states that the majority of the sites in their search area would require some type of variance from the City's setback or separation requirements from residential.

- f) *The granting of the variance will be in harmony with the general intent and purpose of this code and will not be injurious to the surrounding properties or detrimental to the public welfare.*

According to the applicant, the proposed tower will be located on an industrial zoned parcel and the requested setbacks would not be detrimental to meeting the structural safety or aesthetic requirements in the LDC. The applicant states that the proposed tower will be engineered to have a fall radius within the lease area on the parent tract and the requested setback from the boundary of the parent tract is sufficient to ensure structural safety.

The tower design engineer states in the unlikely event of a tower failure, the the proposed tower would not collapse at the base but rather at a pre-engineered breakpoint, along the upper portion of the tower. Therefore, the breakpoint for the proposed tower is predetermined in its design, so in an unlikely tower failure event, the fall radius for the proposed tower would be within the 10,000-square-

foot leased area on the parent tract and/or proposed setback area.

According to the applicant, the use of a camouflage design with concealed antennas is to minimize visual impacts compared to a monopole with exterior antennas. As for the placement of the proposed tower at the northwest corner of the parent parcel, the intent is to use the existing trees and vegetation to minimize appearance.

- g) *The variance represents a reasonable disposition of a claim brought under the Bert J. Harris Private Property Rights Protection Act, chapter 95-181, Laws of Florida, that a development order of the city has unreasonably burdened the applicant's property, based upon the recommendations of the special master appointed in accordance with the act, or the order of a court as described in the act.*

The variance requested is not based on a claim brought under the Bert J. Harris Private Property Rights Protection Act.

RECOMMENDATION:

Based on the criteria listed in Chapters 16 and 19 of the Land Development Code and the request as outlined in this report, staff recommends approval of the variance to allow a 55-foot setback on the north, 118-foot setback on the east and 59-foot setback on the west boundaries; subject to the communication tower being constructed with a 50-foot fall radius as described in the letter provided by the applicant.

ATTACHMENT:

1. Exhibit A. Letter from applicant with exhibits



EXHIBIT A

JAMES F. JOHNSTON
PARTNER, BOARD CERTIFIED IN CITY,
COUNTY & LOCAL GOVERNMENT LAW
Shutts & Bowen LLP
300 South Orange Avenue
Suite 1600
Orlando, FL 32801
DIRECT (407) 835-6795
EMAIL JJohnston@shutts.com

August 15, 2023

VIA E-MAIL

Gwen Perney
Principal Planner
City of Port Orange Community Development
1000 City Center Circle
Port Orange, FL 32129

Re: Variance for East Port Orange Communication Tower - 4500 Eastport Park Way
(Parcel ID# 6815577)(Application #VARC-23-0006)

Dear Ms. Perney:

Verizon Wireless ("Verizon") is proposing to install a 150' monopine communication tower on property in the City of Port Orange ("City") located at 4500 Eastport Park Way and identified by Parcel ID#631030000060 (the "Property"). The Property is owned by US Glass Holdings LLC and is currently vacant. The Property is approximately 1.09 acres, but the communication tower and accessory equipment will be located within a fenced compound on a 100' x 100' lease area of the Property. The Property has the Warehouse/Industrial future land use and is zoned Light Industrial. Verizon is proposing to locate the communication tower on the Property in order to fill an existing coverage and capacity gap in its service in the area, as discussed and depicted in the Verizon RF Engineering's April 21, 2023 report (the "Report") included with this application. As indicated in the June 8, 2023 letter from Tower Engineering Professionals (the "Letter") included with this application, there are no available communication towers or structures in Verizon's search ring area on which its antennas could be located to properly resolve the existing coverage and capacity gap. Additionally, the proposed 150' communication tower height is the minimum height necessary in order for Verizon to be able to properly locate its antennas and resolve the coverage and capacity gap.

Pursuant to Chapter 16, Section 9 of the City's Land Development Code ("Code"), camouflaged communication towers are permitted on Light Industrial zoned property subject to meeting the other applicable site development criteria. Code Section 9(c)(8)a. requires a communication tower to be setback from all property lines of the parent parcel a minimum distance of 110 percent of the fall radius of the tower or the minimum zoning district setback, whichever is greater. Additionally, the Code defines "fall radius" as the "greater of the height of a

communication tower or the calculated distance measured from the center of the base of a communication tower which defines the maximum circular area into which the tower and any further distance in which part of a tower may fall in case of structural failure or collapse.” Therefore, based on the Code setback provisions, the proposed 150’ communication tower must be setback 165’ from all of the parent parcel property lines. Based on the Property configuration, the proposed communication tower does not meet the 165’ setback requirement from the parent parcel property lines to the north, east, west. Chapter 16, Section 9(d)(10) of the Code permits an applicant to file an application for a variance to the setback requirements, and Chapter 19, Section 1(g)(5) of the Code further states that “variances may be granted to any person applying for a permit for personal wireless communications-related development from any requirement of this code which, as applied to such person, would have the ‘effect of prohibiting the provision of wireless communication services,’ as that phrase is used in Section 704 of the Telecommunications Act of 1996.”

As requested, below please find our responses to the Chapter 19, Section 1(g)(2) variance review requirements for variance cases other than those relating to building and fire codes:

a) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district.

Response: As depicted on the Report maps, the proposed 150’ monopine communication tower is required by Verizon in this location and at this height in order to resolve an existing coverage and capacity gap in the immediate area. Verizon’s closest facilities to the proposed tower are over one mile away, as shown on the Report exhibits. Without the new facilities, the neighboring sites will reach their capacity limits, which will impact the ability of Verizon’s customers to make and receive calls and to use data services. The new facilities will also provide additional coverage and capacity resources to the residential developments in the surrounding neighborhoods.

Additionally, as discussed in the Letter, there are no other towers or structures in the relevant Verizon search ring area on which the needed facilities can be collocated at the required height and there is no available municipal use property in the search ring area on which the communication tower can be located. Therefore, a new communication tower on private property is required. The proposed monopine communication tower, which is a recognized camouflage tower type, is being located on Light Industrial zoned private property, which is the highest priority ranking available for the proposed facility. As evidenced by the information provided, Verizon made extensive efforts during the site acquisition process to find a willing landowner in the search ring area with a parcel of sufficient size to avoid the need for any variances. However, the special conditions and circumstances outlined above, which did not result from the actions of Verizon, necessitate the variance requests. Moreover, not granting the variance would have the effect of prohibiting Verizon’s provision of wireless communication services in this area.

b) The special conditions and circumstances are not the result of actions of the applicant.

Response: As outlined in the Letter, during the site acquisition process extensive efforts were made, without success, to find a collocation site or a willing landowner in the search ring area with a parcel of a higher priority and of sufficient size to avoid the need for any variances. However, a suitable existing tower or structure for collocation or property for a new communication tower not requiring a variance were not available. Therefore, the special conditions and circumstances outlined in more detail above, which did not result from the actions of Verizon, necessitate the variance requests.

c) Literal interpretation and enforcement of the development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the development code, and would work unnecessary and undue hardship on the applicant.

Response: Verizon has provided RF evidence of (i) its existing coverage and capacity gap in the vicinity of the Property and (ii) that a new communication tower at the proposed height is required to be located in the limited search ring area in order to resolve the coverage and capacity gap. The proposed communication facility is being located on the highest priority ranked site that is available. Additionally, the site is Light Industrial zoned and surrounded by other Light Industrial zoned property. The closest residential structure to the east is over 500 feet away, and the closest residential structure to the south is over 900 feet away. However, the parent parcel that is available for the location of the communication tower is not of a size that will allow the setback requirements to be met from the north, west, and east property lines. The size of the parent parcel and the size and availability of other parcels in the Light Industrial zoned area makes it impossible for the communication tower of the size required by Verizon to meet the 110 percent of full radius setback requirement from all of the parent parcel property lines.

As shown on the Report and the Letter, (i) the search ring for the proposed tower to fill Verizon's existing coverage and capacity gap limits its potential location to the surrounding area, and (ii) the proposed 150' height of the communication tower and antennas is the minimum height needed in order to fill Verizon's existing coverage and capacity gap. These special conditions create the need for Verizon to obtain the variances from the setback requirements. Otherwise, a literal interpretation of the setback requirements would result in Verizon not being able to locate a communication tower at the required height in the limited search ring area and act as an effective prohibition on Verizon's ability to provide wireless services to its customers in this geographic area of the City. This would create an undue hardship on Verizon and its customers by preventing the resolution of the coverage and capacity gap in the area.

d) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure.

Response: As indicated in the Report, the proposed 150' height of the communication tower is the minimum height that will allow Verizon to install its antennas at a location that will resolve the area's existing coverage and capacity gap.

e) Granting of the variance request will not confer on the applicant any special privilege that is denied by the development code to other lands, buildings or structures in the same zoning district.

Response: Granting the variance will not confer a special privilege on Verizon. Instead, it will allow Verizon to fulfill its mandate to provide reliable wireless coverage to its existing and future customers in the surrounding area.

f) The granting of the variance will be in harmony with the general intent and purpose of this code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Response: Granting Verizon's variance request will be in harmony with the intent and purpose of the Code, will not be injurious to the surrounding properties, and will not be detrimental to the public welfare. Instead, approving the variance to permit the proposed communication tower will benefit the neighborhood by providing reliable coverage and capacity to Verizon's wireless customers in the area. Additionally, since approximately 80% of all 911 calls are now made from wireless devices, resolving the coverage and capacity gap in the area and providing reliable wireless services improves the health, safety, and welfare of the residents in the neighborhood.

The communication tower is proposed to be located on the Property within the Eastport Business Park, which has Light Industrial zoning and is developed with warehouse uses. All of the surrounding property is zoned Light Industrial, and the abutting property to the west and south includes property owned by the Eastport Business Park Owners Association, Inc. and the St. Johns River Water Management District that is heavily wooded with a mature tree canopy. Additionally, the balance of the Property to the east of the communication tower site is heavily wooded with a mature tree canopy, and the property to the north of the communication tower site is developed with a stormwater pond and a warehouse building. Light Industrial zoned property is a higher priority zoning for locating a communication tower, and such a use is permitted on the Property. Finally, the closest residential property, which is over 500 feet to the east, is further buffered from the Property by Eastport Park Way, undeveloped Light Industrial zoned property within the Eastport Business Park, and a railroad corridor.

As depicted on the Verizon photo-sims included with this application, the proposed communication tower will have a limited impact on the closest residential neighborhoods based on distance and buffers on the intervening properties. The surrounding neighborhood is the exact type of neighborhood where a communication tower should be located since it

provides additional buffers from the closest residential neighborhoods while also allowing those residents to be served by Verizon and any other provider that collocates on the communication tower. The compatibility of putting a communication tower on the Property is further recognized by the Code, which permits the use on the Property and ranks Light Industrial zoned property as one of the highest priority locations for new communication towers. Additionally, the proposed communication tower will be camouflaged as a monopine based on the surrounding mature tree canopy, which will further mitigate any visual impacts from the proposed communication tower.

g) The variance represents a reasonable disposition of a claim brought under the Bert J. Harris Private Property Rights Protection Act, chapter 95-181, Laws of Florida, that a development order of the city has unreasonably burdened the applicant's property, based upon the recommendations of the special magistrate appointed in accordance with the act, or the order of a court as described in the act.

Response: N/A

Please let me know if you have any questions or need any more information related to this variance request. I appreciate all of your time and attention to this matter.

Sincerely,

Shutts & Bowen LLP

James F. Johnston

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right, positioned over the printed name "James F. Johnston".

JFJ:mm

VARIANCE PROJECT NARRATIVE

Verizon Wireless (“Verizon”) is proposing to install a 150’ monopine communication tower on property in the City of Port Orange (“City”) located at 4500 Eastport Park Way and identified by Parcel ID#631030000060 (the “Property”). The Property is owned by US Glass Holdings LLC and is currently vacant. The Property is approximately 1.09 acres, but the communication tower and accessory equipment will be located within a fenced compound on a 100’ x 100’ lease area of the Property. The Property has the Warehouse/Industrial future land use and is zoned Light Industrial. Verizon is proposing to locate the communication tower on the Property in order to fill an existing coverage and capacity gap in its service in the area, as discussed and depicted in the Verizon RF Engineering’s April 21, 2023 report (the “Report”), attached hereto and incorporated herein as **Exhibit “A”**. As indicated in the June 8, 2023 letter from Tower Engineering Professionals (the “Letter”), attached hereto and incorporated herein as **Exhibit “B”**, there are no available communication towers or structures in Verizon’s search ring area on which its antennas could be located to properly resolve the existing coverage and capacity gap. Additionally, the proposed 150’ communication tower height is the minimum height necessary in order for Verizon to be able to properly locate its antennas and resolve the coverage and capacity gap.

Pursuant to Chapter 16, Section 9 of the City’s Land Development Code (“Code”), camouflaged communication towers are permitted on Light Industrial zoned property subject to meeting the other applicable site development criteria. Code Section 9(c)(8)a. requires a communication tower to be setback from all property lines of the parent parcel a minimum distance of 110 percent of the fall radius of the tower or the minimum zoning district setback, whichever is greater. Additionally, the Code defines “fall radius” as the “greater of the height of a communication tower or the calculated distance measured from the center of the base of a communication tower which defines the maximum circular area into which the tower and any further distance in which part of a tower may fall in case of structural failure or collapse.” Therefore, based on the Code setback provisions, the proposed 150’ communication tower must be setback 165’ from all of the parent parcel property lines. Based on the Property configuration, the proposed communication tower does not meet the 165’ setback requirement from the parent parcel property lines to the north, east, west. Chapter 16, Section 9(d)(10) of the Code permits an applicant to file an application for a variance to the setback requirements, and Chapter 19, Section 1(g)(5) of the Code further states that “variances may be granted to any person applying for a permit for personal wireless communications-related development from any requirement of this code which, as applied to such person, would have the ‘effect of prohibiting the provision of wireless communication services,’ as that phrase is used in Section 704 of the Telecommunications Act of 1996.”

Therefore, applicant is requesting variances from Section 9(c)(8)a. of the Code to reduce the required setbacks for the proposed communication tower from the parent parcel property lines as follows:

	Required Separation	Separation Provided	Requested Separation Reduction Variance
North	165’	55’	110’

South	165'	204'	None
East	165'	118'	47'
West	165'	59'	106'

As is established below, the proposed communication tower meets the variance criteria contained in Section 9(d)(10) of the Code, and not approving the variance would have the effect of prohibiting Verizon's provision of wireless communications services in the surrounding area.

Variance Review Criteria

- A) A detailed explanation, with supporting engineering information by a licensed engineer or other data as applicable, as to why a variance from the requirements of this chapter 16, section 9 is required, including a detailed explanation addressing the relevant engineering criteria.**

As depicted on the Report maps, the proposed 150' monopine communication tower is required by Verizon in this location and at this height in order to resolve an existing coverage and capacity gap in the immediate area. Verizon's closest facilities to the proposed tower are over one mile away, as shown on the Report exhibits. Without the new facilities, the neighboring sites will reach their capacity limits, which will impact the ability of Verizon's customers to make and receive calls and to use data services. The new facilities will also provide additional coverage and capacity resources to the residential developments in the surrounding neighborhoods.

Additionally, as discussed in the Letter, there are no other towers or structures in the relevant Verizon search ring area on which the needed facilities can be collocated at the required height and there is no available municipal use property in the search ring area on which the communication tower can be located. Therefore, a new communication tower on private property is required. The proposed monopine communication tower, which is a recognized camouflage tower type, is being located on Light Industrial zoned private property, which is the highest priority ranking available for the proposed facility.

- B) What special conditions exist that create an unreasonable hardship or practical difficulty with complying with the specific requirements for which a variance is requested.**

The proposed communication facility is being located on the highest priority ranked site that is available. Additionally, the site is Light Industrial zoned and surrounded by other Light Industrial zoned property. The closest residential structure to the east is over 500 feet away, and the closest residential structure to the south is over 900 feet away. However, the parent parcel that is available for the location of the communication tower is not of a size that will allow the setback requirements to be met from the north, west, and east property lines. The size of the parent parcel and the size and availability of other parcels in the Light Industrial zoned area makes it impossible for the communication tower of the size required by Verizon to meet the 110 percent of full radius setback requirement from all of the parent parcel property lines.

As shown on the Report and the Letter, (i) the search ring for the proposed tower to fill Verizon's existing coverage and capacity gap limits its potential location to the surrounding area, and (ii) the proposed 150' height of the communication tower and antennas is the minimum height needed in order to fill Verizon's existing coverage and capacity gap. These special conditions create the need for Verizon to obtain the variances from the setback requirements. Otherwise, a literal interpretation of the setback requirements would act as an effective prohibition on Verizon's ability to provide wireless services to its customers in this geographic area of the City. This would create an undue hardship on Verizon and its customers by preventing the resolution of the coverage and capacity gap in the area.

C) Nature and characteristics of the surrounding neighborhood.

The communication tower is proposed to be located on the Property within the Eastport Business Park, which has Light Industrial zoning and is developed with warehouse uses. All of the surrounding property is zoned Light Industrial, and the abutting property to the west and south includes property owned by the Eastport Business Park Owners Association, Inc. and the St. Johns River Water Management District that is heavily wooded with a mature tree canopy. Additionally, the balance of the Property to the east of the communication tower site is heavily wooded with a mature tree canopy, and the property to the north of the communication tower site is developed with a stormwater pond and a warehouse building. Light Industrial zoned property is a higher priority zoning for locating a communication tower, and such a use is permitted on the Property. Finally, the closest residential property, which is over 500 feet to the east, is further buffered from the Property by Eastport Park Way, undeveloped Light Industrial zoned property within the Eastport Business Park, and a railroad corridor.

D) The impact the variance would have on the surrounding neighborhood, including photo simulations if applicable.

As depicted on the Verizon photo-sims attached hereto and incorporated herein as **Exhibit "C"**, the proposed communication tower will have a limited impact on the closest residential neighborhoods based on distance and buffers on the intervening properties. The surrounding neighborhood is Light Industrial zoned and developed with the Eastport Business Park that includes warehousing. This is the exact type of neighborhood where a communication tower should be located since it provides additional buffers from the closest residential neighborhoods while also allowing those residents to be served by Verizon and any other provider that collocates on the communication tower. The compatibility of putting a communication tower on the Property is further recognized by the Code, which permits the use on the Property and ranks Light Industrial zoned property as one of the highest priority locations for new communication towers. Additionally, the proposed communication tower will be camouflaged as a monopine based on the surrounding mature tree canopy, which will further mitigate any visual impacts from the proposed communication tower.

E) Whether the variance requested arises from a condition that is unique and peculiar to the land involved and is not created by the actions of the property owner or applicant.

As outlined in the Letter, during the site acquisition process extensive efforts were made, without success, to find a collocation site or a willing landowner in the search ring area with a parcel of a higher priority and of sufficient size to avoid the need for any variances. However, a suitable existing tower or structure for collocation or property for a new communication tower not requiring a variance were not available. Therefore, the special conditions and circumstances outlined in more detail above, which did not result from the actions of Verizon, necessitate the variance requests.

F) If applicable, topography, tree coverage and foliage in the immediate surrounding area of the proposed wireless communication facility or within the surrounding neighborhood.

As outlined in more detail above, the Property is undeveloped and contains an existing, mature tree canopy and extensive native vegetation that will serve to buffer the proposed communication tower. Additionally, the abutting properties also have a mature tree canopy that will buffer the use. These existing conditions provide a substantial buffer to the surrounding properties, which are Light Industrial zoned and part of the Eastport Business Park. Further, there are additional buffers between the proposed communication tower and the closest residential use to the east, including other Light Industrial zoned property, a road, and a railroad corridor.

G) Design of the proposed wireless communications facility with particular reference to achieving compatibility with the surrounding neighborhood and eliminating adverse visual impacts.

Based on the existing mature tree canopy on the balance of the Property and on the abutting parcels, applicant has proposed a camouflage monopine communication tower design in order to eliminate any adverse visual impacts from the proposed communication tower on the surrounding neighborhood. Additionally, the location of the communication tower within a Light Industrial zoned business park developed with warehouse uses serves as an appropriate location for the communication tower that will buffer it from the closest residential, while also benefiting the surrounding neighborhood by providing reliable coverage and capacity to Verizon's wireless customers in the area. Additionally, since approximately 80% of all 911 calls are now made from wireless devices, resolving the coverage and capacity gap in the area and providing reliable wireless services improves the health, safety, and welfare of the residents in the neighborhood.

H) Whether there is an alternative location or wireless communications facility that would not require a variance or would have less impact than the requested variance.

As discussed in greater detail in the Letter and the Report, there are no existing communication towers or structures located in the search ring area on which Verizon's wireless communication facilities can be located at the required height. Additionally, TEP conducted an extensive site location review process for a proposed communication tower location in the required

search ring area, and the proposed location is the best available location based on meeting the intent and requirements of the Code and finding a willing landowner in the limited search ring area for the communication tower.

D) Any other information the city may reasonably require to process the request for variance.

Granting the variance will not confer a special privilege on Verizon. Instead, it will allow Verizon to fulfill its mandate to provide reliable wireless coverage to its existing and future customers in the surrounding area. A denial of the variance will prevent Verizon from locating a communication tower on the Property and will have the effect of prohibiting Verizon's wireless communication services in the surrounding area.



Site Number: 706190
Site Name: East Port Orange
Proposed Monopine

4500 Eastport Park Way
Port Orange, FL 32127
(Volusia County)

East Port Orange Photosims

Legend

- Proposed Tower
- 1 Viewpoint Location 1
- 2 Viewpoint Location 2
- 3 Viewpoint Location 3
- 4 Viewpoint Location 4

Google Earth

900 ft



Location 1 - Existing View



Photo facing West toward the proposed tower location from Frederick Ave

Location 1 - Proposed View



Photo facing West toward the proposed tower location from Frederick Ave

Location 2 - Existing View



Photo facing South toward the proposed tower locations from Eastport Park Way

Location 2 - Proposed View



Photo facing South toward the proposed tower locations from Eastport Park Way

Location 3 - Existing View



Photo facing South toward the proposed tower locations from Eastport Park Way

Location 3 - Proposed View



Photo facing South toward the proposed tower locations from Eastport Park Way

Location 3 - Proposed View



Photo facing South toward the proposed tower locations from Eastport Park Way

Location 4 - Existing View



Photo facing East toward the proposed tower locations from Spruce Creek Rd. (Tower not visible)

Location 4 - Proposed View



Photo facing East toward the proposed tower locations from Spruce Creek Rd. (Tower not visible)

RELEASE OF RESERVATION OF TREE
CONSERVATION EASEMENT, OFFICIAL
RECORDS BOOK 7573, PAGE 1123, PUBLIC
RECORDS OF VOLUSIA COUNTY, FLORIDA

OWNER: ST JOHN'S RIVER WATER MANAGEMENT DISTRICT
PARCEL ID: 631013030131
(NOT INCLUDED)

OWNER: EASTPORT BUSINESS PARK OWNERS
ASSOCIATION INC
PARCEL ID: 631030000001
(NOT INCLUDED)

NORTH LINE OF LOT 6,
EASTPORT BUSINESS PARK- UNIT II,
PLAT BOOK 54, PAGE 128

PROPOSED 100'X100'
VERIZON WIRELESS LEASE AREA

TRACT 'D'

RELEASE OF RESERVATION OF TREE
CONSERVATION EASEMENT, OFFICIAL
RECORDS BOOK 7416, PAGE 4406, PUBLIC
RECORDS OF VOLUSIA COUNTY, FLORIDA

OWNER: ST JOHN'S RIVER WATER MANAGEMENT DISTRICT
PARCEL ID: 631013030131
(NOT INCLUDED)

TRACT 'B'

DETENTION
POND

EDGE OF
TREELINE

POINT OF BEGINNING
PROPOSED 100'X100' VERIZON
WIRELESS LEASE AREA

EASTPORT BUSINESS PARK- UNIT II
PLAT BOOK 54, PAGE 128

LOT 6

PARENT TRACT
OWNER: US GLASS HOLDINGS LLC
PARCEL ID: 631030000060
(OFFICIAL RECORDS BOOK 7606, PAGE 4856, OF THE
PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA)

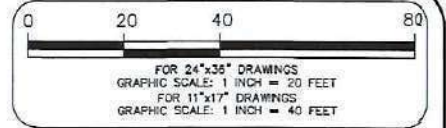
INTERIOR IMPROVEMENTS, IF ANY,
OTHER THAN THOSE SHOWN
HEREON, WERE NOT LOCATED OR
SHOWN AS PART OF THIS SURVEY

POINT OF COMMENCEMENT

PROPOSED 100'X100' VERIZON WIRELESS LEASE AREA
PROPOSED 30' WIDE NON-EXCLUSIVE VERIZON
WIRELESS ACCESS & UTILITY EASEMENT
THE NORTHEAST CORNER OF LOT 6, EASTPORT
BUSINESS PARK- UNIT II, PLAT BOOK 54, PAGE 128,
PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA
FOUND 5/8" CAPPED IRON ROD (LB 3019)

POINT OF BEGINNING

PROPOSED 30' WIDE NON-EXCLUSIVE VERIZON
WIRELESS ACCESS & UTILITY EASEMENT



12979 N TELECOM PARKWAY
TAMPA, FLORIDA 33637
(813) 615-1422
FLORIDA LICENSED BUSINESS 7906

REVISIONS

NO.	DESCRIPTION	DATE
1	ADDED CONTOURS PER CLIENTS REQUEST. NO FIELD WORK WAS PERFORMED AS PART OF THIS REVISION.	JLF 7/12/22

PREPARED FOR:

verizon

7701 E. TELECOM PARKWAY
TEMPLE TERRACE, FLORIDA 33637

**THIS SURVEY IS NOT VALID OR COMPLETE
WITHOUT SHEETS 1 & 2 BEING BOUND TOGETHER.
SEE SHEET ONE FOR SURVEYORS SIGNATURE AND
SEAL, SURVEYORS NOTES, DESCRIPTIONS,
LEGEND, AND VICINITY MAP.**

SPECIFIC PURPOSE SURVEY OF PROPOSED VERIZON WIRELESS LEASE AREA

DRAWING INFORMATION:

FIELD DATE:	05-10-2022
DRAWN DATE:	05-16-2022
CHECK DATE:	05-17-2022
SEC.-TWP.-RGE.:	10-16S-33E

SITE INFORMATION:

EAST PORT ORANGE
4500 EASTPORT PARK WAY
PORT ORANGE, FLORIDA 32127
(VOLUSIA COUNTY)

SMW PROJECT NUMBER:
22-5252

SURVEY
SHEET 2 OF 2

NOTES:

1. PLAN PREPARED WITH THE BENEFIT OF A TITLE REPORT.
2. PLAN DOES NOT REPRESENT AN ALTA/NSPS LAND TITLE SURVEY.
3. BEARINGS ARE BASED ON THE WEST RIGHT-OF-WAY LINE OF EASTPORT PARK WAY, BEING S25°05'25"E, PER EASTPORT BUSINESS PARK- UNIT II, PLAT BOOK 54, PAGE 128, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
4. THE COORDINATES SHOWN HEREON ARE IN NORTH AMERICAN DATUM OF 1983, ARE TO THE THIRD ORDER OF ACCURACY, AND IS BASED ON MULTI FREQUENCY GNSS CORRECTIONS OBTAINED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION'S FLORIDA PERMANENT REFERENCE NETWORK (FPRN).
5. THE ELEVATIONS SHOWN HEREON ARE IN NORTH AMERICAN VERTICAL DATUM OF 1988, ARE TO THE THIRD ORDER OF ACCURACY, AND IS BASED ON MULTI FREQUENCY GNSS CORRECTIONS OBTAINED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATIONS FLORIDA PERMANENT REFERENCE NETWORK (FPRN).
6. DISTANCES ARE HORIZONTAL GROUND UNLESS OTHERWISE NOTED.
7. THE TOWER CENTER IS LOCATED IN ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEMA COMMUNITY PANEL #12127C0388J DATED SEPTEMBER 29, 2017.

LEGEND

EXIST. PROPERTY LINE

ADJ. PROPERTY LINE

EXIST. UTILITY POLE

EXIST. TELCO PEDESTAL

PROPERTY CORNER

LEASE/EASE. CORNER

EDGE OF PAVEMENT

OVERHEAD WIRE

RIGHT-OF-WAY

CHAIN LINK FENCE

CLEARING LIMITS

EXISTING TREE LINE

N/F
RELEASE OF RESERVATION
OF TREE CONSERVATION
EASEMENT
DB: 7573, PG: 1123

N/F
ST JOHNS RIVER WATER
MANAGEMENT DISTRICT
PARCEL ID: 631013030131
DB: N/A, PG: N/A

N/F
EASTPORT BUSINESS PARK
OWNERS ASSOCIATION INC
PARCEL ID: 631030000001
DB: N/A, PG: N/A

N/F
US GLASS HOLDINGS LLC
PARCEL ID: 631030000060
DB: 7606, PG: 4856

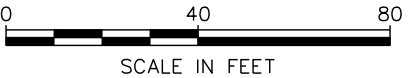
N/F
RELEASE OF RESERVATION
OF TREE CONSERVATION
EASEMENT
DB: 7416, PG: 4406

LANDLORD NOTES (PORT ORANGE CODE REQUIREMENTS):

1. THE SITE SHALL BE LANDSCAPED WITH AUTOMATIC UNDERGROUND IRRIGATION SYSTEM IN ACCORDANCE WITH PORT ORANGE LAND DEVELOPMENT CODE CHAPTER 13, SECTION 7.
2. ADEQUATE OFF-STREET PARKING IS REQUIRED IN ACCORDANCE WITH PORT ORANGE LAND DEVELOPMENT CODE CHAPTER 12, SECTION 6. PAVED (CONCRETE OR ASPHALT) DRIVEWAY WOULD BE CONSISTENT WITH EXISTING DEVELOPMENT WITHIN THE PARK.
3. VISUAL BARRIER SCREENING IS REQUIRED IN ACCORDANCE WITH PORT ORANGE LAND DEVELOPMENT CODE CHAPTER 13, SECTION 3.
4. ALL EQUIPMENT SHALL BE CONCEALED FROM STREET AND OTHER PROPERTIES IN AN ARCHITECTURAL MANNER IN ACCORDANCE WITH PORT ORANGE LAND DEVELOPMENT CODE CHAPTER 13, SECTION 5.
5. PROPOSED GENERATOR SHOULD BE SOUND ATTENUATED IN ACCORDANCE WITH PORT ORANGE LAND DEVELOPMENT CODE CHAPTER 14, SECTION 6.
6. STORMWATER RUNOFF SHOULD BE DIRECTED TO THE EXISTING STORMWATER COLLECTION AND TREATMENT SYSTEM IN ACCORDANCE WITH PORT ORANGE LAND DEVELOPMENT CODE CHAPTER 10.
7. ALL ON-SITE ELECTRICAL, TELEPHONE AND UTILITY LINES SHALL BE UNDERGROUND IN ACCORDANCE WITH PORT ORANGE LAND DEVELOPMENT CODE CHAPTER 11, SECTION 8.

SITE PLAN

SCALE: 1" = 40'



PLANS PREPARED FOR:

verizon

4700 EXCHANGE COURT, SUITE 100
BOCA RATON, FL 33431
(561) 995-5539

PROJECT INFORMATION:

VZW SITE #: 706190
VZW SITE NAME:
EAST PORT ORANGE

4500 EASTPORT PARK WAY
PORT ORANGE, FL 32127
(VOLUSIA COUNTY)

PLANS PREPARED BY:

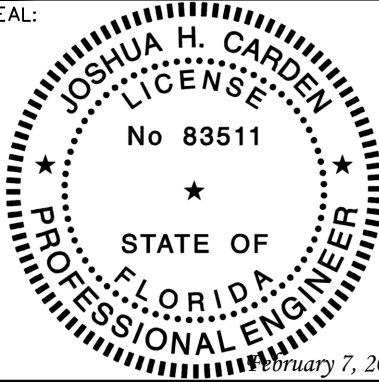
TOWER ENGINEERING PROFESSIONALS

326 TRYON ROAD
RALEIGH, NC 27603-3530
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA # 31011

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SEAL:



2	02-07-23	CONSTRUCTION
1	08-10-22	CONSTRUCTION
REV	DATE	ISSUED FOR:

DRAWN BY: MJC CHECKED BY: JHJ

SHEET TITLE:

SITE PLAN

SHEET NUMBER:	REVISION:
C-1	2
	TEP#:306522.672213

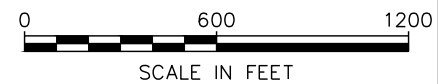
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DESIGNATION	DIRECTION	SETBACK
A	NORTH	±55'
B	SOUTH	±204'
C	EAST	±118'
D	WEST	±59'

— EXIST. PROPERTY LINE

● PROPERTY CORNER

SCALE: 1" = 600'



SHEET NUMBER: C-1A	REVISION: 4
	TEP #: 306522.672213

NOTES:

- 1. PROPOSED GENERATOR TO BE GENERAC SG050NA – LEVEL 2 SOUND ATTENUATED.
- 2. THE SPARK GAP SHOWN REQUIRES AN INTEGRAL MANUAL SHUTOFF VALVE TO BE INSTALLED ON THE TANK, IN COMPLIANCE WITH NFPA 58 6.28.3.

PROPOSED VERIZON 50kW GENERATOR ON A 4'-0"x20'-0" CONCRETE PAD. SEE NOTE 1 AND SHEETS C-5 & C-6 FOR DETAILS.

PROPOSED 5'-0" PROPANE TANK SPARK RADIUS. SEE NOTE 2.

PROPOSED VERIZON 500 GALLON PROPANE TANK ON A 4'-0"x20'-0" CONCRETE PAD. SEE SHEET C-5 & C-6A FOR DETAILS.

PROPOSED VERIZON 100'x100' LEASE AREA

PROPOSED VERIZON 80'x80' CHAIN-LINK FENCED COMPOUND

PROPOSED VERIZON 4'-0"x12'-0" EQUIPMENT PAD. SEE SHEET C-4 FOR DETAILS.

PROPOSED VERIZON 15'-0"x30'-0" LEASE AREA

PROPOSED VERIZON EQUIPMENT CABINET. SEE SHEET C-6 FOR DETAILS.

PROPOSED VERIZON 2' WIDE ICE BRIDGE EXTEND TO TOWER. SEE SHEET C-7 FOR DETAILS.

PROPOSED VERIZON 200A METER

PROPOSED 150' MONOPINE TOWER. SEE SHEET C-3 FOR ELEVATION.

PROPOSED VERIZON H-FRAME WITH INTEGRATED LOAD CENTER, RAYCAP, AND TELCO BOX. SEE SHEET E-6 FOR DETAILS.

PROPOSED VERIZON SERVICE RACK. SEE SHEET E-6A FOR DETAILS.

PROPOSED VERIZON 20'x100' GRAVEL PARKING AND TURNAROUND AREA

PROPOSED 12' WIDE DOUBLE ACCESS GATE. SEE SHEET C-9 FOR DETAILS.

PROPOSED LOCATION OF GATE-MOUNTED SIGNS. SEE SHEETS C-9 & C-9A FOR DETAILS.

PROPOSED 2"-#57 STONE SURFACE ABOVE 4" DENSE GRADE STONE MIX BASE TO EXTEND 1' OUTSIDE FENCED COMPOUND



PLANS PREPARED FOR:

verizon

4700 EXCHANGE COURT, SUITE 100
BOCA RATON, FL 33431
(561) 995-5539

PROJECT INFORMATION:

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VZW SITE NAME:
EAST PORT ORANGE

4500 EASTPORT PARK WAY
PORT ORANGE, FL 32127
(VOLUSIA COUNTY)

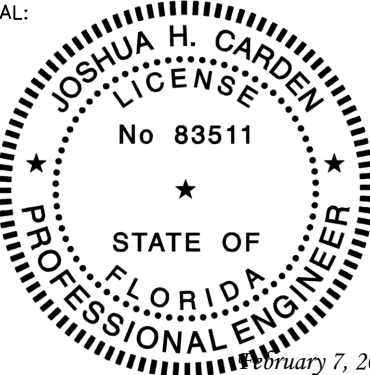
PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
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OFFICE: (919) 661-6351
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FL COA # 31011

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SEAL:



2	02-07-23	CONSTRUCTION
1	08-10-22	CONSTRUCTION
REV	DATE	ISSUED FOR:

DRAWN BY: MJC CHECKED BY: JHJ

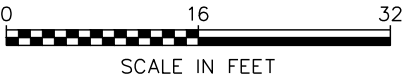
SHEET TITLE:

**COMPOUND
DETAIL**

SHEET NUMBER:	REVISION:
C-2	2
TEP#:306522.672213	

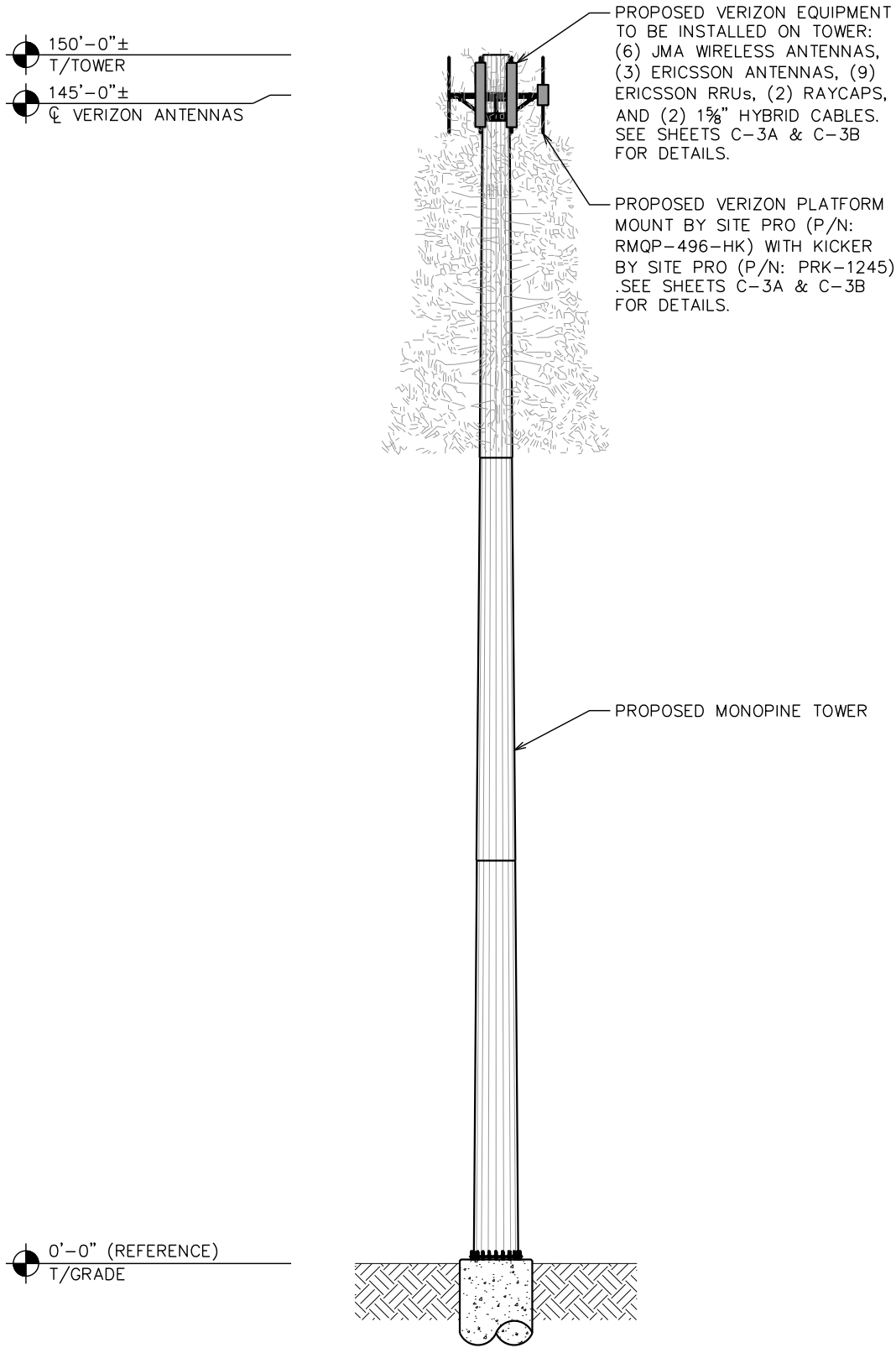
COMPOUND DETAIL

SCALE: 1/16" = 1'-0"



NOTES:

1. PROPOSED HYBRID CABLES TO BE RUN IN A MANNER CONSISTENT WITH THE PASSING STRUCTURAL ANALYSIS REPORT.
2. TOWER ELEVATION SHOWN IS A SCHEMATIC. THE CONTRACTOR TO VERIFY ACTUAL TOWER DESIGN & LOADING WITH TOWER DRAWINGS FROM MANUFACTURER AND/OR STRUCTURAL ANALYSIS REPORT PRIOR TO CONSTRUCTION.
3. TOP OF APPURTENANCE HEIGHT IS 155'-0".



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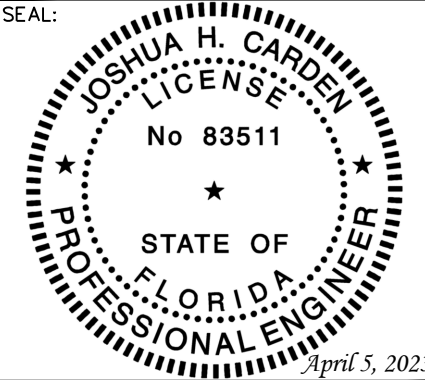
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3	04-05-23	CONSTRUCTION
2	02-07-23	CONSTRUCTION
REV	DATE	ISSUED FOR:

DRAWN BY: MJC CHECKED BY: JHJ

SHEET TITLE:

**TOWER
ELEVATION**

SHEET NUMBER:	REVISION:
C-3	3
	TEP#:306522.672213

TOWER ELEVATION

SCALE: 1" = 20'

