



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JANUARY 9, 2024

AGENDA

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

A. OPENING

1. Invocation by Pastor Tom Nelson of First United Methodist Church
2. Pledge of Allegiance
3. Roll Call

B. RECOGNITION AND PROCLAMATIONS

4. Donation from Jane Taylor to Port Orange Police K-9 Unit for Stealth Fighter K-9 Ballistic Vests
5. National Certified Registered Nurse Anesthetists Week Proclamation
6. Human Trafficking Awareness Day Proclamation
7. Florida Arbor Day Proclamation

C. CONSENT AGENDA

8. Public Comments on Consent Agenda Items Only
9. Agenda Approval
10. Approval of Minutes
 - a. December 12, 2023 - Regular City Council Meeting
11. Bid Awards and Contract Items
 - a. Approval of Change Order No. 1 with GAI Consultants, Inc. d/b/a Community Solutions Group relating to the Parks Bond
 - b. Approval to Award RFP 23-16 for Disaster Recovery Consulting Services to Tetra Tech, Inc., as the primary vendor and Integrated Solutions Consulting and iParametrics, LLC, as alternate vendors

- c. Approval of Task Authorization No. 1 with Ohlson Lavoie Corporation for design services for Park Restrooms at City Center Sports Complex
- d. Approval of Task Authorization No. 3 with P&S Paving, Inc. under Piggyback Agreement CA8208 (Seminole County IFB-603616-19/BJC Pavement Management Program) for the reconstruction/resurfacing of Willow Run Blvd.

12. Police Department HVAC System Repairs/Replacement

- a. Ratification of Emergency Contract with Energy Air, Inc. for the Rental of Temporary Chillers at the Police Department
- b. Ratification of the emergency purchase order for Validated Custom Solutions for the purchase of two (2) chiller units at the Police Department
- c. Approval of Amendment No. 1 to Task Authorization No. 3 with Schenkel & Schultz TLC Engineering as it relates to the Police Department HVAC Assessment

13. Adoption of Port Orange City Council Local Rules of Procedure for 2024

14. Approval of City Fire Pumper Pull Charity Event

15. Resolution No. 24-01 – Easement Vacation - Lot 45 of Woodhaven Phase 2 (6418 Highfield Village Drive)

16. Approval of Mutual Aid Agreement (MAA) adding the City of Ormond Beach to the Southeast Volusia Regional Special Weapons and Tactics Team

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

E. COUNCIL COMMENTS

17. Comments/Concerns from Council Members

F. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

18. Citizen Advisory Committee for TPO

G. REGULAR AGENDA

19. Discussion on Utility Billing Mail Surcharge

20. Table Sponsorship for the Mayor's Gala presented by First Step Shelter

H. ADDITIONAL ITEMS

21. City Attorney

22. City Manager

I. COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports

- a. River to Sea TPO - Councilman Reed Foley
- b. Roundtable of Elected Officials - Mayor Donald Burnette

J. 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.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
DECEMBER 12, 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 Mayor Don Burnette
	Absent:	Vice Mayor Reed Foley
	Also Present:	City Manager, Wayne Clark City Attorney, Matt Jones Deputy City Clerk, Tracee Cody

4. Appointments to Council Committees for 2024

Council discussed the current appointments. The only change was for Councilman Tracy Grubbs to be appointed to ArtHaus in place of Vice Mayor Reed Foley.

Motion to approve the appointments as listed below was made by Councilman Scott Stiltner and seconded by Councilman Drew Bastian. Motion carried unanimously by voice vote.

ArtHaus -Tracy Grubbs
General Employees Retirement Trust Fund - Scott Stiltner
River to Sea Transportation Planning Organization - Reed Foley
Municipal Firefighters Pension Board - Reed Foley
Municipal Police Officers Retirement Trust - Drew Bastian
Port Orange-South Daytona Chamber of Commerce - Don Burnette
Roundtable of Elected Officials - Don Burnette
First Step - Don Burnette

Council recessed at 6:33 p.m. to hold the Joint Meeting with the Town Center CRA Board, minutes of which are under separate cover.

CITY COUNCIL/TOWN CENTER CRA JOINT SPECIAL MEETING

Council reconvened at 6:54 p.m.

CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only

There were none.

6. Agenda Approval

There were no changes requested by Council.

Motion to approve the agenda as presented was made by Councilman Scott Stiltner and seconded by Councilman Drew Bastian. Motion carried unanimously by voice vote.

7. Approval of Minutes

a. December 5, 2023 - Regular City Council Meeting

8. Bid Awards and Contract Items

a. Approval to award a Standard Contract for Services for dry cleaning services for the Police and Fire Departments to GR Inflection Point Ventures, Inc. d/b/a Diamond Cleaners of Port Orange

b. Approval of Task Authorization No. 1 with Halifax Paving, Inc. under Piggyback Agreement CA8207 (Seminole County IFB-603616-19/BJC Pavement Management Program) for the reconstruction/resurfacing of South Peninsula Drive in the amount of \$103,714.40

c. Approval of Task Authorization No. 1 with P&S Paving, Inc. under Piggyback Agreement CA8208 (Seminole County IFB-603616-19/BJC Pavement Management Program) for the reconstruction/resurfacing of Madeline Avenue in the amount of \$451,375.73

d. Approval of Task Authorization No. 2 with P&S Paving, Inc. under Piggyback Agreement CA8208 (Seminole County IFB-603616-19/BJC Pavement Management Program) for the reconstruction/resurfacing of Town West Blvd. in the amount of \$1,510,873.70 and authorize an allowance for unforeseen conditions (contingency) in an amount not to exceed \$50,000.00

e. Approval of Amendment No.1 to Standard Contract for Services dated March 14, 2017, with Shelley's Septic Tank, Inc. d/b/a Shelley's Environmental Systems, Inc. (CA5252) for Biosolids Hauling and Disposal

f. Approval of Amendment No. 1 to Task Authorization No. 13 with Kimley Horn and Associates, Inc. for Professional Planning Services related to the review and update of the City's Comprehensive Plan

9. Approval of the 2024 Public Hearing and Development Review Calendars
10. Acceptance of the 2023 Annual Concurrency Management Report
11. Approval of FDOT/City of Port Orange Causeway/Down Under Lease Agreement Addendum No. 2
12. Approval of Lease Extension with Cellco Partnership d/b/a Verizon Wireless for a communication tower (VZW 132567) on property located within Cambridge Acres
13. Resolution No. 23-68 - Approval of First Quarter Budget Amendments for Fiscal Year 2023-2024

Motion to approve the Consent Agenda as presented was made by Councilman Scott Stiltner and seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

There were none.

COUNCIL COMMENTS

14. Comments/Concerns from Council Members

Councilman Tracy Grubbs encouraged local businesses to bid on contracts with the city and learn about the process. He also mentioned the paving projects for Madeline Avenue and Town West Boulevard being approved and is looking forward to them being repaved this summer.

Councilman Scott Stiltner echoed Councilman Grubbs' comments regarding the bidding process and paving projects as well. He also thanked the various registered local non-profit organizations that serve our community, especially this time of year. Lastly, he reminded residents to visit the Parks & Recreation webpage for upcoming holiday events.

Mayor Don Burnette informed residents about the trash/recycling pickup schedule for Christmas. He also mentioned the Town Hall meeting will be held in early February.

Wayne Clark, City Manager, added that the city held a workshop back in August regarding the bidding process and becoming a vendor, "Doing Business with the City", which has been posted to the City's website under Purchasing.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

15. Fiscal Year 2022 - 2023, Fourth Quarter Financial Report

John McKinney, Finance Director/Assistant City Manager, provided a brief overview of the FY22-23 financials.

16. Civil Service Board Appointments

Motion to appoint John Junco, Debbie Connors, and Maria Mills-Benat to the Civil Service Board was made by Councilman Scott Stiltner and seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

PUBLIC HEARING

17. Second Reading - Ordinance No. 2023-18 - Land Development Code Amendment/Chapters 2, 3, 9, and 10 - Code Clean-Up Amendment (CASE NO.: DCAM-23-0002)

Mayor Don Burnette read Ordinance No. 2023-18.

ORDINANCE NO. 2023-18

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTERS 2, 3, 9, AND 10 RELATING TO DEFINITIONS AND INTERPRETATIONS, CLAIRFYING DEVELOPMENT APPLICATIONS CONSIDERED TO BE MAJOR DEVELOPMENTS; ADJUSTING RESUBMITTAL TIMEFRAMES; CLARIFYING REQUIREMENTS FOR MEETINGS AND MEMEBERSHIP OF STAFF DEVELOPMENT REVIEW COMMITTEE (SDRC); RENAMING CHANGE OF GRADE PERMIT TO MINOR ENGINEERING PERMIT AND CLARIFYING WHAT IS INCLUDED; REMOVING OUTDATED REFERENCES TO STORMWATER MANAGEMENT PERMIT AND WETLANDS ALTERATION PERMIT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2023-18 was made by Councilman Scott Stiltner and seconded by Councilman Drew Bastian.

Councilman Tracy Grubbs commented on the language change and wanted residents to know that it doesn't negate the requirements of such permits.

Robert Reinhausen, resident, expressed his concern that the name change to minor engineering permit would allow wetlands to be destroyed.

Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

18. City Attorney

There was nothing further.

19. City Manager

There was nothing further.

COUNCIL COMMITTEE REPORTS

20. City Council Committee Reports

a. First Step Shelter - Mayor Don Burnette would like Council's consideration to sponsor a table at the 2nd Annual Gala on the January agenda.

b. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette had Barbara Ann Heegan, Chamber President and CEO, speak on upcoming events.

c. River to Sea TPO - Vice Mayor Reed Foley

No report was given as Vice Mayor Reed Foley was absent.

d. Arthaus - Vice Mayor Reed Foley

No report was given as Vice Mayor Reed Foley was absent.

ADJOURNMENT – 7:39 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 1/9/2024

SUBJECT: (C11a) Approval of Change Order No. 1 with GAI Consultants, Inc. d/b/a Community Solutions Group relating to the Parks Bond

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Change Order No. 1 with GAI Consultants, Inc. d/b/a Community Solutions Group and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: In Spring 2023, the City entered into a contract for services with GAI Consultants, Inc. d/b/a Community Solutions Group ("GAI") to provide bond preparation support and research related to the Parks General Obligation Bond initiative being considered to fund parks and recreation improvements. GAI has assisted a number of local governments with bond initiatives and since 2000, GAI's bond revenue analysis work has resulted in more than 1 billion in bond sales for its clients. GAI Consultants provided their services for the initial phase of preparations for the bond including public opinion surveys, focus group meetings, and comparative campaign research.

Staff recommends continuing to utilize GAI Consultants for the final phase of services to prepare for the anticipated August 2024 bond vote. The cost for these services will be \$26,330 with an additional hourly allowance not to exceed \$10,000, bringing the total to \$36,330. Some of the services included in the final phase are listed below, and a complete breakdown of the services is attached.

- Website and graphics - to provide factual information to the public
- Develop a QR code for staff to use to direct residents to websites for more information
- Develop a frequently asked questions page
- Develop a calculator, so residents can see exactly what the bond will cost them

At an upcoming Council meeting, staff will discuss the proposed parks projects to be funded by the bond revenues, the public information strategy and a request to formally set the date of the bond referendum.

Funding is available in the current fiscal year budget.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	GAI Change Order #1	GAI Change Order #1 .pdf
2.	CSG Professional Services Proposal_Port Orange Parks Bond- phase 2 10.16.2023	CSG Professional Services Proposal_Port Orange Parks Bond- phase 2 10.16.2023.pdf
3.	Executed GAI Consultants Standard Contract for Services 3302023	Executed GAI Consultants Standard Contract for Services 3302023.pdf

Susan Lovallo	Created/Initiated - 11/9/2023
Susan Lovallo	Approved - 11/9/2023
Jennifer Cox	Approved - 11/9/2023
John McKinney	Approved - 11/9/2023
Matthew Jones	Approved - 12/18/2023
Wayne Clark	Approved - 1/4/2024
Tracee Cody	New -

CHANGE ORDER NO. 1
To: Contract CA8080, Executed March 30th, 2023, with GAI Consultants, Inc. d/b/a
Community Solutions Group

Phase 2 Bond Preparation Support - Website. The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: \$ 49,500.00	CHANGE IN CONTRACT TIMES: Original Contract Times March 30, 2023 - November 30, 2024 No change in time
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: \$ 49,500.00	Contract Completion Date prior to this Change Order: November 30, 2024
Net Increase (decrease) of this Change Order No. 1: Increase Line \$ 36,330.00	Changes in contract time requested this Change Order No.1 (Requires Council Approval) - None
Contract Price with all approved Change Orders: \$ 85,830.00	Contract Times with all approved Change Orders: March 30, 2023 - November 30, 2024

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Contract entered by and between the parties on May 30th, 2023.
- II. REQUIRED CHANGES: This Change Order No. 1 is necessary for bond preparation support, website. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION:
Changes in scope require Council approval. Is this a scope change? Yes, Phase 2 Bond Preparation Support - Website & Graphics.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Contract Agreement subject to a limit up to but not to exceed **\$36,330.00** for a revised total in the amount of \$85,830.00. 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.

Acknowledgments:

The 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 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:

Department Project Manager

By: Peter Ferreira 12/18/23
Printed Name: Peter Ferreira
Title: Parks & Recreation Deputy Director

Date Signed: 12/18/23

RECOMMENDED BY:

City's Representative

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

ACCEPTED BY:

Contractor

By: _____
Printed Name: Frank Bellomo
Title: Vice President – GAI Consultants, Inc.

Date Signed: _____

RECOMMENDED BY:

Engineer of Record

By: _____
Printed: _____
Title: _____

Date Signed: _____

APPROVED BY:

CITY OF PORT ORANGE

Department Head—Approval delegated by City Manager. Scope, schedule and cost changes above either \$25K or limit of unforeseen conditions allowance go to City Council.

By: _____
Printed Name: Peter Ferreira
Title: Parks & Recreation Deputy Director

Date Signed: 12/18/23

City Manager—Approval authority for changes up to either \$25K or limit of unforeseen conditions allowance. Scope and schedule changes sent to City Council.

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

Date Signed: _____

Affirmed:

If Council approval is required:

Robin L. Fenwick, MMC, City Clerk

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

Date Signed: _____

Date Signed: _____



Planning | Urban Design
Landscape Architecture
Economics | Real Estate

October 16, 2023

GAI Project No. R230046.00

Susan L. Lovallo, CPRP
Parks & Recreation Director, City of Port Orange
1395 Dunlawton Ave
Port Orange, FL 32129

**Scope of Services: Change Order #1
Bond Preparation Support - Website
Port Orange, Florida**

Dear Ms. Lovallo:

GAI's Community Solutions Group (CSG) will provide website development and content to for the parks bond education program for the City of Port Orange (City/Client). We will partner with our subconsultant Consensus Communications (CC) on this project.

Scope of Services

Based on our understanding of the project requirements/criteria provided to date by the City of Port Orange, CSG will perform the following described Scope of Services in two tasks. Note, in person meetings are not included in this phase of the project.

Task 1: Website & Graphics

- 1.1 Project Kick-Off Meeting – The project team will conduct a virtual meeting with the client to discuss the project schedule, scope, deliverables, and to conduct a design exercise to determine graphic direction and design elements the project team should consider when creating the website.
- 1.2 Website graphics – CSG will develop a website graphic package that will be presented to the client in a virtual meeting. This includes general website theming, domain name selections, colors, to be consistent with the City's current graphic "brand" for continuity, but not a bond campaign specific logo or graphics. The client will provide consolidated comments for GAI to use to build the website.
- 1.3 Project Website – CSG will create a website dedicated to inform residents with factual information regarding the General Obligation (GO) bonds. The website will serve as a central platform for educating the public for the GO bond initiatives. Information on the website will be provided by CSG, the City and the City's consultant Zev Cohen (by others). CSG will link the City to the website prior to publishing "live" to review and provide one set of comments, virtual meeting if necessary. Once the website is live, content updates will be provided under Task 2.

GAI Consultants, Inc.
618 E. South Street
Suite 700
Orlando, Florida 32801

T 407.423.8398
gaiconsultants.com

The website objectives are:

- Inform the public about the purpose of GO bonds.
- Provide detailed information on proposed GO bond projects (graphics, narratives and costs of the bond projects by others).

The website will consist of:

- Home Page: displaying the overview of GO bonds, election information, etc. Narrative to be developed by CSG.
- About Port Orange's GO Bonds: explaining their structure and the legal and financial details regarding bond issuance, if this information is provided by the City.
- Resources: specific detail about each of the Bond projects, including: graphics, documents, reports, studies, narratives, and cost estimates (provided by others).
- Bond calculator that will externally link to the Volusia County Property Appraiser's website with instructions on use, utilizing financial information provided by City.
- Frequently asked questions (FAQs) section. Initial content will be drafted by CSG for review by City. If additional FAQs are needed over the course of the project, updates will be done as part of Task 2.
- CSG will develop a QR code linked to the site.

The site will be live for the duration of the campaign and will be deactivated after a year if it is not transferred to the client.

Task 2: Hourly Support Services Allowance

Allowance to be used for website updates and other requests from the City over the course of the project, with approval from the City. Items may include:

- 2.1 News and updates related to the initiatives (provided by City as necessary)
- 2.2 FAQs updates
- 2.3 Meetings
- 2.4 Other services not specifically called out in Task 1

Deliverable

- Project Website (active for a year) with QR code

Compensation

Compensation for services described above is:

- Task 1: lump sum fee of \$26,330
- Task 2: hourly not to exceed \$10,000 as directed by City to be billed hourly as follows: Senior Director \$275, Director \$235, Project Planner \$145, Project Designer \$110

Total not to exceed \$36,330.00



Please do not hesitate to contact me at 321-319-3161 if you have any questions or wish to discuss this scope of services.

Sincerely,

**Community Solutions Group,
a GAI Consultants, Inc.
Service Group**

**Francis
Bellomo** Digitally signed by
Francis Bellomo
Date: 2023.10.16
14:31:41 -04'00'

Frank Bellomo, PLA
Senior Director, Landscape Architecture
Assistant Vice President

Kristin L. Caborn Digitally signed by Kristin L. Caborn
DN: E=K.Caborn@gaiconsultants.com,
CN=Kristin L. Caborn
Date: 2023.10.16 14:28:00 -04'00'

Kristin Caborn, CPRE
Planning Director

FB/KC/cl



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 30 day of March, 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 **GAI CONSULTANTS, INC. d/b/a COMMUNITY SOLUTIONS, GROUP** ("Consultant"), a Pennsylvania corporation registered to transact business in Florida, whose principal address is 385 East Waterfront Drive, Homestead, Pennsylvania 15120-5005, collectively ("the Parties").

1. Provision of Services

- (a) The Consultant hereby agrees to provide Bond Preparation Support and Research, and as more specifically described in Consultant's Proposal dated February 2, 2023, attached hereto as Exhibit "1," all of which are made a part hereof by reference and shall constitute the formal written Contract between the City and the Consultant.

- (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 on behalf of the City and shall continue until November 30, 2024 (the "Term").

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: Consultant acknowledges that time is of the essence for this Contract, subject to force majeure events as set forth in Clause 25. Consultant shall not be held liable for delays beyond Consultant's control.

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 service. Authorization for the purchase of goods or services from Consultant under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued and executed by the City. The City reserves the right to contract with other parties for the goods and 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 Consultant in an amount 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 Administration. The Parks and Recreation Director, Susan Lovallo, 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 Consultant. For notice provisions, see the paragraph below entitled "Notice."

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

5. 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 Consultant, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Consultant 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 subconsultants 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 Consultant as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Consultant 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 Consultant shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Consultant by reason of termination under this clause, the Finance Director shall pay the Consultant 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 Consultant is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Consultant may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

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

7. 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 Consultant, 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.

8. Examination of Records

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

(b) The Consultant 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 subconsultant agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Consultant 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.

9. Public Records Compliance. Consultant 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 Consultant does not transfer the records to the City.

(d) Upon completion of the Contract, Consultant shall transfer to the City, at no cost, all public records in possession of the Consultant 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 Consultant does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Consultant may be subject to penalties under Section 119.0701, Florida Statutes.

CONSULTANT QUESTIONS RELATING TO CONSULTANT'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.

10. 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 Consultant. 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.

11. 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, which shall not be unreasonably withheld.

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

13. 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 Consultant's cost of, or time required for the performance of the work hereunder, Consultant shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Consultant, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Consultant 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.

14. 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.

15. Liability for Loss or Damage.

(a) Consultant shall be liable for any loss of, or damage to, City property to the extent caused by the negligence, recklessness, or intended wrongful misconduct of Consultant, 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 reasonable 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, to the extent caused by the performance of the Contract by Consultant, his/its agents, servants and employees. Consultant shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

16. Non-discrimination. During the performance of this Contract, Consultant agrees as follows:

(a) Consultant 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 Consultant. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Consultant agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Consultant shall state in all solicitations or advertisements for employees placed by or on behalf of Consultant that Consultant 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. Consultant 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 subconsultant or vendor.

23. E-Verify. Consultant 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 Consultant during the term of this Contract and shall expressly require any sub-Consultants 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-Consultant 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 Consultant, 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, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, unreasonable, 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. 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.

29. 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: Susan Lovallo, Parks and Recreation Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5852
Consultant:	GAI Consultants, Inc. d/b/a Community Solutions Group Attention: Gary M. Dejidas, CEO 385 East Waterfront Drive Homestead, Pennsylvania 15120-5005 (321) 319-3161

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement 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.

30. 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 Consultant and the City until the City signs this Agreement.

31. 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:

Kristin L. Caborn

Digitally signed by Kristin L. Caborn
DN: E=K.Caborn@gaiconsultants.com,
CN=Kristin L. Caborn
Date: 2023.03.17 12:10:17-04'00'

Printed Name: Kristin Caborn



Digitally signed by Kevin J.
Aust
Date: 2023.03.17
12:13:10-04'00'

Printed Name: Kevin Aust

GAI CONSULTANTS, INC.
d/b/a COMMUNITY SOLUTIONS GROUP

Francis Bellomo

Digitally signed by Francis Bellomo
DN:
E=F.Bellomo@gaiconsultants.com,
CN=Francis Bellomo
Date: 2023.03.17 12:18:06-04'00'

By:

Printed Name: Frank Bellomo

Title: Vice 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 Entity.

Date: March 17, 2023

CITY OF PORT ORANGE

By: _____

Wayne Clark, City Manager

Date: _____

3/30/2023



ATTEST:

By: _____

Robin L. Fenwick, MMC, City Clerk

Date: _____

3/30/2023

EXHIBIT “1”

Consultant's Quote

Consisting of 4 Pages



Planning | Urban Design
Landscape Architecture
Economics | Real Estate

February 03, 2023

GAI Project No. R230046.00

Susan L. Lovallo, CPRP
Parks & Recreation Director, City of Port Orange
1395 Dunlawton Ave
Port Orange, FL 32129

Scope of Services
Bond Preparation Support and Research
Port Orange, Florida

Dear Ms. Lovallo:

GAI's Community Solutions Group (CSG) will provide preparation support and research to prepare for the parks bond education program for the City of Port Orange (City/Client). We will partner with our subconsultants Consensus Communications (CC) and Cygnal on this project.

Scope of Services

Based on our understanding of the project requirements/criteria provided to date by the City of Port Orange, CSG will perform the following described Scope of Services:

Task 1: Bond Preparation Support and Research

- 1.1 Project Kick-Off Meeting – The project team will conduct a kickoff with the client to discuss the project schedule, scope, deliverables, as well as review of CIP and potential bond projects.
- 1.2 Focus Groups – CSG and CC will conduct 2 focus groups meetings: One meeting with the Parks & Recreation Advisory Board and another one with representatives from special groups (no more than 10 people identified by the city). The project team will moderate these sessions and prepare a full report of the findings.
- 1.3 Public Opinion Poll –The poll would be a sample of 300 likely General Election voters and the number of questions would be roughly around 22 questions. It will test the questions we discussed including willingness to support a parks bond, messages that influence people and those that deter people. Please see Exhibit B for the full scope of services, which include:
 - a. Approach – Cygnal will conduct a survey of poll of N300 residents of the City—the sample will reflect the education, income, and racial demographics of the City, weighted to a November 2024 likely voter universe, which will allow the City to choose the most optimal election, should a bond proposal be put on the ballot.

GAI Consultants, Inc.
618 E. South Street
Suite 700
Orlando, Florida 32801
T 407.423.8398
gaiconsultants.com

- b. Quantitative Research Messaging and theme testing on N300 representative survey of Port Orange voters. Poll will be done in a multi-mode methodology, including live phone calls and SMS text-to-web. The message will typically ask voters to approve or disapprove of a list of goals and objectives of a ballot measure.
 - c. Deliverables The exercise will result in several deliverables: analysis slide deck, heatmaps, topline, and crosstabs.
 - d. Strategy Call Cygnal will present the poll results on a virtual call to the city staff to prepare for the joint meeting in subtask 1.5.
- 1.4 Comparative Campaign research – CSG will conduct comparative research for purposes of informing the best approach to the education campaign. This includes a review of public awareness campaigns conducted in Volusia County and/or in the region recently, an analysis of voter turnout in the 2020 Presidential Preference Primary to understand how many voters we can expect in 2024 and who they are. Once the research is complete, we will analyze and share the results. These results will drive our key message development and overall strategic plan for the education campaign. CSG will meet with the city to review the results of the research and discuss the approach for the next steps.
- 1.5 Joint findings meeting – CSG will conduct a joint presentation to city council and park advisory board on the poll results, research findings, and next steps. It is anticipated that our pollster, Cygnal, will attend this meeting virtually. In person attendance is listed as an additional service in the compensation section.

Deliverables

- Research report that includes: poll results, focus group summaries, summary of research findings, and recommendations including suggested key messages, which ballot has highest likelihood of success
- All deliverables electronic unless otherwise stated.

Compensation

Compensation for services described above is on a lump sum fee of \$45,000. In person meeting attendance for Cygnal is an additional service of \$4,500, including travel time and expenses.

Ms. Susan L. Lovallo, CPRP
February 03, 2023
Project No. R230046.00

Page 3

Planning | Urban Design
Landscape Architecture
Economics | Real Estate

Please do not hesitate to contact me at 321-319-3161 if you have any questions or wish to discuss this scope of services.

Sincerely,
**Community Solutions Group,
a GAI Consultants, Inc.
Service Group**

Frank Bellomo, PLA
Senior Director, Landscape Architecture
Assistant Vice President

Kristin Caborn, CPRE
Senior Planning Manager

FB/KC/cl



Port Orange, Florida – Survey Proposal

Wednesday, February 1, 2023 – John Rogers, Director of Client Strategy

Executive Summary

The City of Port Orange needs to understand public sentiment regarding the City's parks and evaluate whether the public favors a bond to finance improvements to the park system.

Approach

Cygnal will conduct a survey of N300 residents of the City—the sample will reflect the education, income, and racial demographics of the City, weighted to a November 2024 likely voter universe, which will allow the City to choose the most optimal election, should a bond proposal be put on the ballot.

Quantitative Research – Message/Theme Testing

- N300 representative survey of Port Orange voters
- Multi-mode methodology including live phone calls and SMS text-to-web
- 22 questions

Deliverables

- Analysis slide deck
- Heatmaps
- Toplines
- Crosstabs
- Strategy call

Timeline

- Week 1 - write survey script
- Week 2 - conduct survey
- Week 3 - analysis work

About Cygnal

Cygnal is an award-winning international public opinion and predictive analytics firm that pioneered multi-mode polling, message mapping, and Political Emotive Analysis. Cygnal is named the #1 Republican private pollster by Nate Silver's [FiveThirtyEight](#) two cycles running, as well as the #1 most accurate polling and research firm in the country for 2018 by [The New York Times](#). Its team members have worked in 49 U.S. states and 17 countries on more than 2,100 corporate, public affairs, and political campaigns. The firm's record was 96% accuracy in 2022.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 1/9/2024

SUBJECT: (C11b) Approval to Award RFP 23-16 for Disaster Recovery Consulting Services to Tetra Tech, Inc., as the primary vendor and Integrated Solutions Consulting and iParametrics, LLC, as alternate vendors

DEPARTMENT: Finance

GOAL: 1 - Public Safety

2 - Infrastructure

5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the Award of RFP 23-16 for Disaster Recovery Consulting to Tetra Tech, Inc., as the primary vendor and Integrated Solutions Consulting and iParametrics, LLC, as alternate vendors.

SUMMARY: RFP 23-16 for Disaster Recovery Consulting Services solicitation was released on August 29, 2023, with proposals due September 19, 2023. This request for proposals (RFP) was in accordance with FEMA guidelines on technical and professional services to provide fiscal disaster recovery and mitigation management and administrative services on an as-needed basis for post disaster recovery. The services include consulting, representation, assistance, and support with the management and monitoring of the City's recovery efforts, including compliance and reporting responsibilities outlined and/or required by federal and state authorities and funding agencies. These services are in addition to the services that are provided by the Debris Monitoring Consultants under contract for debris removal.

The City received five submittals and staff conducted in-person presentations with all submitters. After review of the presentations, the Evaluation Committee recommendation the following:

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

The resulting contracts will have an initial term of five years, with one five-year renewal available.

PRESENTER: John McKinney

ATTACHMENTS:

1.	Tetra Tech, Inc. Contract for Services (FEMA) RFP 23-16 Disaster Recovery Consulting Services	Tetra Tech, Inc. Contract for Services (FEMA) RFP 23-16 Disaster Recovery Consulting Services.pdf
2.	Integrated Solutions Consulting, Corporation Contract for Services (FEMA) RFP 23-16 Disaster Recovery Consulting Services	Integrated Solutions Consulting, Corporation Contract for Services (FEMA) RFP 23-16 Disaster Recovery Consulting Services.pdf
3.	iParametrics, LLC Contract for Services (FEMA) RFP 23-16 Disaster Recovery Consulting Services	iParametrics, LLC Contract for Services (FEMA) RFP 23-16 Disaster Recovery Consulting Services.pdf
4.	RFP 23-16 Disaster Recovery Consulting Services FINAL	RFP 23-16 Disaster Recovery Consulting Services FINAL.pdf
5.	RFP 23-16 Disaster Recovery Consulting Services Notice of Intent to Award Final 103023	RFP 23-16 Disaster Recovery Consulting Services Notice of Intent to Award Final 103023.pdf
6.	RFP 23-16 Evaluation Summary	RFP 23-16 Evaluation Summary.pdf
7.	RFP 23-16 Presentation Ranking and Summary Worksheet Final 103023	RFP 23-16 Presentation Ranking and Summary Worksheet Final 103023.pdf
8.	Tetra Tech_RFP 23-16_Disaster Recovery Consulting Services	Tetra Tech_RFP 23-16_Disaster Recovery Consulting Services.pdf
9.	iParametrics Submittal for Port Orange Disaster Recovery Consulting Services	iParametrics Submittal for Port Orange Disaster Recovery Consulting Services.pdf
10.	Integrated Solutions City of Port Orange_RFP 23-16 DISASTER RECOVERY CONSULTING SERVICES	Integrated Solutions City of Port Orange_RFP 23-16 DISASTER RECOVERY CONSULTING SERVICES.pdf

John McKinney
John McKinney
Jill Poolman
John McKinney
Matthew Jones
Wayne Clark
Tracee Cody

Created/Initiated - 11/27/2023
Approved - 11/27/2023
Approved - 11/27/2023
Approved - 12/8/2023
Approved - 12/20/2023
Approved - 12/28/2023
Final Approval - 12/29/2023



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 **TETRA TECH, INC.** ("Contractor"), a Delaware corporation whose principal address is 3475 East Foothill Boulevard, Pasadena, California 91107. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide disaster recovery consulting services, and as more specifically described in Request for Proposal 23-16 ("RFP 23-16"). This Contract together with RFP 23-16, 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 Services, and the Contractor's Services Costs/Fees Proposal as submitted in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of RFP 23-16 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 five (5) years (the "Term").

Renewals: Upon written agreement of the Parties, appropriation by City Council, and City Manager approval, this Contract may be renewed for one (1) five (5) 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. Authorization for performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. 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 Administration. The Finance Director, John McKinney, 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."

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

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

<i>Standard Insurance Requirements</i>			
	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	
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.		

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.**

25. 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.

26. 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.

27. 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.

28. 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: John McKinney, Finance Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5702
Contractor:	Tetra Tech, Inc. Attention: Jonathan Burgiel, Unit President 3745 East Foothill Boulevard Pasadena, California 91107 (321) 441-8518 - 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.

29. 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.

30. 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: _____

Jonathan Burgiel, Unit 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 Quote

Consisting of 1 Page



(ATTACHMENT 1) SERVICES COSTS/FEES PROPOSAL

CITY OF PORT ORANGE

RFP #23-16

Disaster Recovery Consulting Services

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

Proposers 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, Business Unit President
EMAIL ADDRESS:	TDR.Contracts@tetratech.com
AUTHORIZED SIGNATURE:	<i>Jonathan Burgiel</i>

ITEM #	EMPLOYEE/SERVICE CATEGORY	ESTIMATED HOURS *	HOURLY RATE	EXTENDED COST
1	Senior Grant Consultant	60	\$155.00	\$9,300.00
2	Reimbursement Specialist	200	\$135.00	\$27,000.00
3	Grant Management Consultant	500	\$125.00	\$62,500.00
4	GIS Analyst	50	\$115.00	\$5,750.00
5	Administrative Support Staff	100	\$85.00	\$8,500.00
TOTAL COST:				\$ 113,050.00 -

*These hours are not intended to represent the actual contract amount, but are an estimated representation of annual work.

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	Subject Matter Expert	20	\$245.00	\$4,900.00
2	Project Manager	60	\$175.00	\$10,500.00
3	Sr.Consultant/Engineer/Planner/Environmental Specialist	40	\$195.00	\$7,800.00
4	Consultant/Engineer/ Planner/Environmental Specialist	80	\$145.00	\$11,600.00
5	Case Management Specialist	100	\$105.00	\$10,500.00

Tetra Tech has attached job descriptions and further detail about these additional positions, as required. Tetra Tech will provide a more specific estimate of hours per position when engaged by the City for a specific scope of work. Estimated hours by position for the additional positions defined here will vary and are dependent upon the requirements of the tasks requested by the City and to be performed by Tetra Tech.

SECTION 3 – SCOPE OF SERVICES

SCOPE OF SERVICES

The City of Port Orange Florida, hereinafter referred to as the “City” is requesting proposals from qualified firms, hereafter referred to as “Consultant” to establish an Agreement for technical and professional services to provide fiscal disaster recovery and mitigation management and administrative services on an as-needed basis, in accordance with the requirements stated herein.

These services shall include consulting, representation, assistance and support with the management and monitoring of the City’s recovery efforts, to include compliance and reporting responsibilities outlined and/or required by federal and state authorities and funding agencies.

The selected Consultant(s) shall assist Port Orange in disaster administrative and management services designed to ensure efficient and effective disaster recovery activities and documentation, with a focus on expediting and maximizing available cost recovery and grant opportunities, inclusive of grant applications, project identification/development, cost capturing, report preparation, invoice reconciliation, closeout processes, and audit responses.

The selected Consultant must provide the following identified services before, during and after a significant emergency or disaster:

- Personnel to augment recovery capabilities for declared and non-declared events as needed.
- Current subject matter experts in the federal and state disaster programs, that must include, but not be limited to: FEMA Public Assistance, FEMA Individual Assistance, Small Business Administration Disaster Programs, USDA Disaster Programs, Health & Human Services Disaster Programs, Housing and Urban Development Disaster Programs; and Other Federal and Florida disaster programs.
- Recovery administration, management and compliance services.
- Pre-event consultation and asset documentation.
- On-scene staffing during events and provision of disaster recovery subject matter expertise and guidance on debris services, damage assessment, project identification and documentation/development. Consultant(s) shall be responsible for providing the identified personnel within 72 hours’ notice and shall be responsible for all travel, lodging, and meal expenses.
- Post event administration, management, and development of projects. This includes the creation of project worksheets, applicable FloridaPA.org and FEMA Grants Portal activities and documentation, from the Request for Public Assistance through project close-out and any related requests for information and audits.
- Development and implementation of comprehensive recovery strategies designed to maximize federal and state assistance.
- Assistance in the development of an internal disaster financial recovery team, to include continued assistance and advice as appropriate.
- Expert programmatic and policy advice on federal disaster relief programs.
- Extensive knowledge, experience, and technical competence in dealing with federal and state regulations and/or requirements. Consultant(s) shall provide assistance to the City during applicant’s briefings with Federal and the State funding representatives, assisting with relationship development, requesting additional programmatic details and clarifications that will assist the City during the grant process.
- Review of solicitations, contracts and purchasing documentation to ensure compliance with federal and state regulations, as requested.
- Assistance with correspondence to the State and Federal funding entities, as well as generation of requests for time extensions when necessary so eligibility is not forfeited.

- Assistance in the development of hazard mitigation proposals under Sections 404 and 406 of the Stafford Act. Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk for future events. Preparation of hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to the Hazard Mitigation Grant Program, Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance and other mitigation programs.
- Eligibility to issue review and ability to work with the City to develop justifications for presentation to FEMA and the State. Consultant must progressively work with authorized City personnel to resolve disputes with FEMA and the State, including the preparation of appeals or responses to arbitration if necessary. Consultant must generate Project Worksheet amendments, requesting changes as agreed through resolution discussions or first appeals.
- Assistance with developing programmatic document control, establishing a file retention system, tracking costs and data management processes, to ensure disaster records are complete and ready for audit. Consultant must coordinate and manage deliverables with FEMA and the State, as well as assist with quarterly reporting to FEMA and the State.
- Assistance in compiling and summarizing costs for presentation to FEMA and the State as requested.
- Collaboration with the City on project formulation, including damage assessments (field team assessment of damages including a comprehensive list of damaged structures, contents, etc.), information gathering (photo document damages, gather records, drawings, insurance policies, historical photos/videos, etc.), project development (define both small and large projects' scope, size, and damages, including cost estimating, that will be the basis of each Project Worksheet), project submittals (draft and submit small and large Project Worksheets to FEMA and the State).
- Assistance in the compilation of documentation for Project Worksheets and identify permit and regulatory requirements necessary to complete Project Worksheets. Consultant must provide assistance and oversight, as needed, to departments that have difficulty completing necessary documentation.
- Collaboration with the City to resolve disputes that may arise, to include but not be limited to the State, FEMA, or any outside funding agency.
- Guidance to the City of any potential issues related to inter-agency funding conflicts.
- Grant closeout services to ensure funding is retained. Consultant must assist with finalizing preparations for FEMA and/or State final inspections and audit upon completion of all projects and drawdowns of reimbursement for all eligible cost and participate in exit conferences with FEMA and the State, if required.
- Establishing and providing comprehensive project timelines for compiling documents, preparing and submitting worksheets and addressing request for information requests issued by reimbursing agency.
- Written monthly project status updates to include task specific updates and action items, as required.
- Conduction of assessments that identify housing, infrastructure, and economic disaster recovery needs for the CDBG-DR program.
- Preparation of the Disaster Recovery action plan, action plan amendments, performance reporting and grant closeout for the CDBG-DR project.
- Documentation and invoicing of all activities provided under this contract in a manner that allows for easy identification of services rendered and easy linking of billed time to specific projects.
- The Consultant shall conduct only Direct Administrative Cost (DAC) eligible activities. However, if the Consultant is asked to conduct a non-DAC-eligible activity, then it shall be the Consultant's responsibility to explicitly identify the activity, its non-DAC-eligibility, and obtain express written permission to proceed. Any non-DAC-eligible activity conducted by the Consultant without this express written permission shall be at the Consultants own expense.

Any DAC portion of a project submission / worksheet, submitted by the Consultant, but unapproved by the funding agency will be deemed unallowable costs under this contract; and shall be subject to a refund, by the

Consultant to the City, for the DAC allocated to the project. This provision shall survive the term of this agreement and the City is entitled to seek all necessary relief in the enforcement of this provision. If the City receives a reimbursement of DAC less than the requested amount for a specific project, the Consultant shall refund the City the difference. This provision shall survive the term of this agreement and the City is entitled to seek all necessary relief in the enforcement of this provision.

- The following annual services must be provided by the Consultant at no cost to the City at a date and time, as agreed upon by both parties:
 - Thorough overview of all services covered by this contract.
 - A review of the City's disaster payroll tracking system, to include a written report covering recommendations and documentation of compliance with current State and/or Federal disaster reimbursement requirements; including for the reimbursement of volunteer services credits; and
 - Conduction of an in-person 8-hour training session for up to 30 attendees, as to the latest Public Assistance Program Guidance.

The Consultant shall not provide any services until receiving a written notice to proceed from the City. Provision of services will be based on official Task Authorizations signed by both Parties, which describe the services to be provided and specify, with respect to the persons providing those services, the number, position descriptions, hourly rates, total hours to be expended, and total task order cost. Each Task Authorization shall also specify the funding program and the applicable reimbursement activity.

[END OF SPECIFICATIONS]

[Remainder of page left intentionally blank]

EXHIBIT "2"

Task Authorization Form

Consisting of 3 Pages

TASK AUTHORIZATION NO. [REDACTED]
Contract for Services (FEMA) dated [REDACTED]
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.** ("Contractor"), a Delaware corporation with its principal place of business at 3475 East Foothill Boulevard, Pasadena, California 91107, and hereinafter collectively referred to as the "Parties," and is to that certain Contract for Services (FEMA) as dated above, 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. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to [REDACTED] as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**
3. Contractor shall complete the services to be provided herein within [REDACTED] days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in **Exhibit "1"** attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$[REDACTED]. 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.
5. 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:

TETRA TECH, INC.

Printed Name: _____ By: _____
Jonathan Burgiel, Unit President

Printed Name: _____ Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor **OR**
Wayne Clark, City Manager

Date: _____

ATTEST:

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

Date: _____



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, CORPORATION** ("Contractor"), an Illinois corporation whose principal address is 220 South Bouchanan Drive, Edwardsville, Illinois 62025. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide disaster recovery consulting services, and as more specifically described in Request for Proposal 23-16 ("RFP 23-16"). This Contract together with RFP 23-16, 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 Services, and the Contractor's Services Costs/Fees Proposal as submitted in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of RFP 23-16 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 five (5) years (the "Term").

Renewals: Upon written agreement of the Parties, appropriation by City Council, and City Manager approval, this Contract may be renewed for one (1) five (5) 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. Authorization for performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. 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 Administration. The Finance Director, John McKinney, 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."

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

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

<i>Standard Insurance Requirements</i>			
	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	
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.		

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.**

25. 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.

26. 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.

27. 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.

28. 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: John McKinney, Finance Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5702
Contractor:	Integrated Solutions Consulting Corporation Attention: Daniel Martin, President 220 South Bouchanan Drive Edwardsville, Illinois 62025 (847) 737-5395 - Telephone Dan.Martin@i-s-consuting.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.

29. 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.

30. 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, CORPORATION

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 Quote

Consisting of 1 Page



(ATTACHMENT 1) SERVICES COSTS/FEES PROPOSAL

CITY OF PORT ORANGE

RFP #23-16

Disaster Recovery Consulting Services

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

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

NAME OF BUSINESS:	Integrated Solutions Consulting, Corp.
CONTACT PERSON:	Dan Martin
EMAIL ADDRESS:	Dan.Martin@i-s-consulting.com
AUTHORIZED SIGNATURE:	<i>Dan Martin</i>

ITEM #	EMPLOYEE/SERVICE CATEGORY	ESTIMATED HOURS *	HOURLY RATE	EXTENDED COST
1	Senior Grant Consultant	60	\$134.88	\$8,092.80
2	Reimbursement Specialist	200	\$102.52	\$20,504.00
3	Grant Management Consultant	500	\$110.28	\$55,140.00
4	GIS Analyst	50	108.19	\$5,409.50
5	Administrative Support Staff	100	\$67.15	\$6,715.00
TOTAL COST:				\$ \$95,861.30

*These hours are not intended to represent the actual contract amount, but are an estimated representation of annual work.

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	Project Manager	30	\$195.08	\$5,852.40
2	Engineer / Cost Estimator	50	\$170.14	\$8,507.00
3	Subject Matter Expert	40	\$194.99	\$7,799.60
4	Recovery Consultant	100	\$146.28	\$14,628.00
5	Senior Recovery Consultant	100	\$175.38	\$17,538.00

SECTION 3 – SCOPE OF SERVICES

SCOPE OF SERVICES

The City of Port Orange Florida, hereinafter referred to as the “City” is requesting proposals from qualified firms, hereafter referred to as “Consultant” to establish an Agreement for technical and professional services to provide fiscal disaster recovery and mitigation management and administrative services on an as-needed basis, in accordance with the requirements stated herein.

These services shall include consulting, representation, assistance and support with the management and monitoring of the City’s recovery efforts, to include compliance and reporting responsibilities outlined and/or required by federal and state authorities and funding agencies.

The selected Consultant(s) shall assist Port Orange in disaster administrative and management services designed to ensure efficient and effective disaster recovery activities and documentation, with a focus on expediting and maximizing available cost recovery and grant opportunities, inclusive of grant applications, project identification/development, cost capturing, report preparation, invoice reconciliation, closeout processes, and audit responses.

The selected Consultant must provide the following identified services before, during and after a significant emergency or disaster:

- Personnel to augment recovery capabilities for declared and non-declared events as needed.
- Current subject matter experts in the federal and state disaster programs, that must include, but not be limited to: FEMA Public Assistance, FEMA Individual Assistance, Small Business Administration Disaster Programs, USDA Disaster Programs, Health & Human Services Disaster Programs, Housing and Urban Development Disaster Programs; and Other Federal and Florida disaster programs.
- Recovery administration, management and compliance services.
- Pre-event consultation and asset documentation.
- On-scene staffing during events and provision of disaster recovery subject matter expertise and guidance on debris services, damage assessment, project identification and documentation/development. Consultant(s) shall be responsible for providing the identified personnel within 72 hours’ notice and shall be responsible for all travel, lodging, and meal expenses.
- Post event administration, management, and development of projects. This includes the creation of project worksheets, applicable FloridaPA.org and FEMA Grants Portal activities and documentation, from the Request for Public Assistance through project close-out and any related requests for information and audits.
- Development and implementation of comprehensive recovery strategies designed to maximize federal and state assistance.
- Assistance in the development of an internal disaster financial recovery team, to include continued assistance and advice as appropriate.
- Expert programmatic and policy advice on federal disaster relief programs.
- Extensive knowledge, experience, and technical competence in dealing with federal and state regulations and/or requirements. Consultant(s) shall provide assistance to the City during applicant’s briefings with Federal and the State funding representatives, assisting with relationship development, requesting additional programmatic details and clarifications that will assist the City during the grant process.
- Review of solicitations, contracts and purchasing documentation to ensure compliance with federal and state regulations, as requested.
- Assistance with correspondence to the State and Federal funding entities, as well as generation of requests for time extensions when necessary so eligibility is not forfeited.

- Assistance in the development of hazard mitigation proposals under Sections 404 and 406 of the Stafford Act. Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk for future events. Preparation of hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to the Hazard Mitigation Grant Program, Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance and other mitigation programs.
- Eligibility to issue review and ability to work with the City to develop justifications for presentation to FEMA and the State. Consultant must progressively work with authorized City personnel to resolve disputes with FEMA and the State, including the preparation of appeals or responses to arbitration if necessary. Consultant must generate Project Worksheet amendments, requesting changes as agreed through resolution discussions or first appeals.
- Assistance with developing programmatic document control, establishing a file retention system, tracking costs and data management processes, to ensure disaster records are complete and ready for audit. Consultant must coordinate and manage deliverables with FEMA and the State, as well as assist with quarterly reporting to FEMA and the State.
- Assistance in compiling and summarizing costs for presentation to FEMA and the State as requested.
- Collaboration with the City on project formulation, including damage assessments (field team assessment of damages including a comprehensive list of damaged structures, contents, etc.), information gathering (photo document damages, gather records, drawings, insurance policies, historical photos/videos, etc.), project development (define both small and large projects' scope, size, and damages, including cost estimating, that will be the basis of each Project Worksheet), project submittals (draft and submit small and large Project Worksheets to FEMA and the State).
- Assistance in the compilation of documentation for Project Worksheets and identify permit and regulatory requirements necessary to complete Project Worksheets. Consultant must provide assistance and oversight, as needed, to departments that have difficulty completing necessary documentation.
- Collaboration with the City to resolve disputes that may arise, to include but not be limited to the State, FEMA, or any outside funding agency.
- Guidance to the City of any potential issues related to inter-agency funding conflicts.
- Grant closeout services to ensure funding is retained. Consultant must assist with finalizing preparations for FEMA and/or State final inspections and audit upon completion of all projects and drawdowns of reimbursement for all eligible cost and participate in exit conferences with FEMA and the State, if required.
- Establishing and providing comprehensive project timelines for compiling documents, preparing and submitting worksheets and addressing request for information requests issued by reimbursing agency.
- Written monthly project status updates to include task specific updates and action items, as required.
- Conduction of assessments that identify housing, infrastructure, and economic disaster recovery needs for the CDBG-DR program.
- Preparation of the Disaster Recovery action plan, action plan amendments, performance reporting and grant closeout for the CDBG-DR project.
- Documentation and invoicing of all activities provided under this contract in a manner that allows for easy identification of services rendered and easy linking of billed time to specific projects.
- The Consultant shall conduct only Direct Administrative Cost (DAC) eligible activities. However, if the Consultant is asked to conduct a non-DAC-eligible activity, then it shall be the Consultant's responsibility to explicitly identify the activity, its non-DAC-eligibility, and obtain express written permission to proceed. Any non-DAC-eligible activity conducted by the Consultant without this express written permission shall be at the Consultants own expense.

Any DAC portion of a project submission / worksheet, submitted by the Consultant, but unapproved by the funding agency will be deemed unallowable costs under this contract; and shall be subject to a refund, by the

Consultant to the City, for the DAC allocated to the project. This provision shall survive the term of this agreement and the City is entitled to seek all necessary relief in the enforcement of this provision. If the City receives a reimbursement of DAC less than the requested amount for a specific project, the Consultant shall refund the City the difference. This provision shall survive the term of this agreement and the City is entitled to seek all necessary relief in the enforcement of this provision.

- The following annual services must be provided by the Consultant at no cost to the City at a date and time, as agreed upon by both parties:
 - Thorough overview of all services covered by this contract.
 - A review of the City's disaster payroll tracking system, to include a written report covering recommendations and documentation of compliance with current State and/or Federal disaster reimbursement requirements; including for the reimbursement of volunteer services credits; and
 - Conduction of an in-person 8-hour training session for up to 30 attendees, as to the latest Public Assistance Program Guidance.

The Consultant shall not provide any services until receiving a written notice to proceed from the City. Provision of services will be based on official Task Authorizations signed by both Parties, which describe the services to be provided and specify, with respect to the persons providing those services, the number, position descriptions, hourly rates, total hours to be expended, and total task order cost. Each Task Authorization shall also specify the funding program and the applicable reimbursement activity.

[END OF SPECIFICATIONS]

[Remainder of page left intentionally blank]

EXHIBIT "2"

Task Authorization Form

Consisting of 3 Pages

TASK AUTHORIZATION NO. [REDACTED]

Contract for Services (FEMA) dated _____

Between the City of Port Orange, Florida and Integrated Solutions Consulting, Corporation

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, CORPORATIONS** ("Contractor"), an Illinois corporation with its principal place of business at 220 South Bouchanan Drive, Edwardsville, Illinois 62025, and hereinafter collectively referred to as the "Parties," and is to that certain Contract for Services (FEMA) as dated above, 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. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to [REDACTED] as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**
3. Contractor shall complete the services to be provided herein within [REDACTED] days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in **Exhibit "1"** attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$[REDACTED]. 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.
5. 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:

INTEGRATED SOLUTIONS CONSULTING, CORPORATION

Printed Name: _____ By: _____
Daniel Martin, President

Printed Name: _____ Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor **OR**
Wayne Clark, City Manager

Date: _____

ATTEST:

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

Date: _____



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 **iPARAMETRICS, LLC** ("Contractor"), a Georgia limited liability corporation whose principal address is 2325 Lakeview Park, Suite 200, Alpharetta, Georgia 30004. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide disaster recovery consulting services, and as more specifically described in Request for Proposal 23-16 ("RFP 23-16"). This Contract together with RFP 23-16, 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 Services, and the Contractor's Services Costs/Fees Proposal as submitted in Contractor's Proposal are attached hereto as Exhibit "1." A complete copy of RFP 23-16 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 five (5) years (the "Term").

Renewals: Upon written agreement of the Parties, appropriation by City Council, and City Manager approval, this Contract may be renewed for one (1) five (5) 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. Authorization for performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. 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 Administration. The Finance Director, John McKinney, 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."

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

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

<i>Standard Insurance Requirements</i>			
	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	
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.		

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.**

25. 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.

26. 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.

27. 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.

28. 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: John McKinney, Finance Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5702
Contractor:	iParametrics, LLC Attention: Andrew J. Klein, Managing Member 2325 Lakeview Park Suite 200 Alpharetta, Georgia 30004 (850) 443-3896 - Telephone Shanti.Smith-Copeland@iParametrics.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.

29. 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.

30. 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:

IPARAMETRICS, LLC

By: _____

Andrew J. Klien, Managing Member

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 Quote

Consisting of 1 Page



(ATTACHMENT 1) SERVICES COSTS/FEES PROPOSAL

CITY OF PORT ORANGE

RFP #23-16

Disaster Recovery Consulting Services

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

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

NAME OF BUSINESS:	iParametrics, LLC
CONTACT PERSON:	Shanti Smith-Copeland
EMAIL ADDRESS:	shanti.smith-copeland@iparametrics.com
AUTHORIZED SIGNATURE:	Andrew J. Klein <i>[Signature]</i>

ITEM #	EMPLOYEE/SERVICE CATEGORY	ESTIMATED HOURS *	HOURLY RATE	EXTENDED COST
1	Senior Grant Consultant	60	134	8,040
2	Reimbursement Specialist	200	149	29,800
3	Grant Management Consultant	500	123	61,500
4	GIS Analyst	50	147	7,350
5	Administrative Support Staff	100	55	5,500

TOTAL COST: \$ -

*These hours are not intended to represent the actual contract amount, but are an estimated representation of annual work.

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	Project Manager	40	191	7,640
2	Senior Engineer	20	154	3,080
3	Subject Matter Expert	10	206	2,060
4				
5				

SECTION 3 – SCOPE OF SERVICES

SCOPE OF SERVICES

The City of Port Orange Florida, hereinafter referred to as the “City” is requesting proposals from qualified firms, hereafter referred to as “Consultant” to establish an Agreement for technical and professional services to provide fiscal disaster recovery and mitigation management and administrative services on an as-needed basis, in accordance with the requirements stated herein.

These services shall include consulting, representation, assistance and support with the management and monitoring of the City’s recovery efforts, to include compliance and reporting responsibilities outlined and/or required by federal and state authorities and funding agencies.

The selected Consultant(s) shall assist Port Orange in disaster administrative and management services designed to ensure efficient and effective disaster recovery activities and documentation, with a focus on expediting and maximizing available cost recovery and grant opportunities, inclusive of grant applications, project identification/development, cost capturing, report preparation, invoice reconciliation, closeout processes, and audit responses.

The selected Consultant must provide the following identified services before, during and after a significant emergency or disaster:

- Personnel to augment recovery capabilities for declared and non-declared events as needed.
- Current subject matter experts in the federal and state disaster programs, that must include, but not be limited to: FEMA Public Assistance, FEMA Individual Assistance, Small Business Administration Disaster Programs, USDA Disaster Programs, Health & Human Services Disaster Programs, Housing and Urban Development Disaster Programs; and Other Federal and Florida disaster programs.
- Recovery administration, management and compliance services.
- Pre-event consultation and asset documentation.
- On-scene staffing during events and provision of disaster recovery subject matter expertise and guidance on debris services, damage assessment, project identification and documentation/development. Consultant(s) shall be responsible for providing the identified personnel within 72 hours’ notice and shall be responsible for all travel, lodging, and meal expenses.
- Post event administration, management, and development of projects. This includes the creation of project worksheets, applicable FloridaPA.org and FEMA Grants Portal activities and documentation, from the Request for Public Assistance through project close-out and any related requests for information and audits.
- Development and implementation of comprehensive recovery strategies designed to maximize federal and state assistance.
- Assistance in the development of an internal disaster financial recovery team, to include continued assistance and advice as appropriate.
- Expert programmatic and policy advice on federal disaster relief programs.
- Extensive knowledge, experience, and technical competence in dealing with federal and state regulations and/or requirements. Consultant(s) shall provide assistance to the City during applicant’s briefings with Federal and the State funding representatives, assisting with relationship development, requesting additional programmatic details and clarifications that will assist the City during the grant process.
- Review of solicitations, contracts and purchasing documentation to ensure compliance with federal and state regulations, as requested.
- Assistance with correspondence to the State and Federal funding entities, as well as generation of requests for time extensions when necessary so eligibility is not forfeited.

- Assistance in the development of hazard mitigation proposals under Sections 404 and 406 of the Stafford Act. Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk for future events. Preparation of hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to the Hazard Mitigation Grant Program, Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance and other mitigation programs.
- Eligibility to issue review and ability to work with the City to develop justifications for presentation to FEMA and the State. Consultant must progressively work with authorized City personnel to resolve disputes with FEMA and the State, including the preparation of appeals or responses to arbitration if necessary. Consultant must generate Project Worksheet amendments, requesting changes as agreed through resolution discussions or first appeals.
- Assistance with developing programmatic document control, establishing a file retention system, tracking costs and data management processes, to ensure disaster records are complete and ready for audit. Consultant must coordinate and manage deliverables with FEMA and the State, as well as assist with quarterly reporting to FEMA and the State.
- Assistance in compiling and summarizing costs for presentation to FEMA and the State as requested.
- Collaboration with the City on project formulation, including damage assessments (field team assessment of damages including a comprehensive list of damaged structures, contents, etc.), information gathering (photo document damages, gather records, drawings, insurance policies, historical photos/videos, etc.), project development (define both small and large projects' scope, size, and damages, including cost estimating, that will be the basis of each Project Worksheet), project submittals (draft and submit small and large Project Worksheets to FEMA and the State).
- Assistance in the compilation of documentation for Project Worksheets and identify permit and regulatory requirements necessary to complete Project Worksheets. Consultant must provide assistance and oversight, as needed, to departments that have difficulty completing necessary documentation.
- Collaboration with the City to resolve disputes that may arise, to include but not be limited to the State, FEMA, or any outside funding agency.
- Guidance to the City of any potential issues related to inter-agency funding conflicts.
- Grant closeout services to ensure funding is retained. Consultant must assist with finalizing preparations for FEMA and/or State final inspections and audit upon completion of all projects and drawdowns of reimbursement for all eligible cost and participate in exit conferences with FEMA and the State, if required.
- Establishing and providing comprehensive project timelines for compiling documents, preparing and submitting worksheets and addressing request for information requests issued by reimbursing agency.
- Written monthly project status updates to include task specific updates and action items, as required.
- Conduction of assessments that identify housing, infrastructure, and economic disaster recovery needs for the CDBG-DR program.
- Preparation of the Disaster Recovery action plan, action plan amendments, performance reporting and grant closeout for the CDBG-DR project.
- Documentation and invoicing of all activities provided under this contract in a manner that allows for easy identification of services rendered and easy linking of billed time to specific projects.
- The Consultant shall conduct only Direct Administrative Cost (DAC) eligible activities. However, if the Consultant is asked to conduct a non-DAC-eligible activity, then it shall be the Consultant's responsibility to explicitly identify the activity, its non-DAC-eligibility, and obtain express written permission to proceed. Any non-DAC-eligible activity conducted by the Consultant without this express written permission shall be at the Consultants own expense.

Any DAC portion of a project submission / worksheet, submitted by the Consultant, but unapproved by the funding agency will be deemed unallowable costs under this contract; and shall be subject to a refund, by the

Consultant to the City, for the DAC allocated to the project. This provision shall survive the term of this agreement and the City is entitled to seek all necessary relief in the enforcement of this provision. If the City receives a reimbursement of DAC less than the requested amount for a specific project, the Consultant shall refund the City the difference. This provision shall survive the term of this agreement and the City is entitled to seek all necessary relief in the enforcement of this provision.

- The following annual services must be provided by the Consultant at no cost to the City at a date and time, as agreed upon by both parties:
 - Thorough overview of all services covered by this contract.
 - A review of the City's disaster payroll tracking system, to include a written report covering recommendations and documentation of compliance with current State and/or Federal disaster reimbursement requirements; including for the reimbursement of volunteer services credits; and
 - Conduction of an in-person 8-hour training session for up to 30 attendees, as to the latest Public Assistance Program Guidance.

The Consultant shall not provide any services until receiving a written notice to proceed from the City. Provision of services will be based on official Task Authorizations signed by both Parties, which describe the services to be provided and specify, with respect to the persons providing those services, the number, position descriptions, hourly rates, total hours to be expended, and total task order cost. Each Task Authorization shall also specify the funding program and the applicable reimbursement activity.

[END OF SPECIFICATIONS]

[Remainder of page left intentionally blank]

EXHIBIT "2"

Task Authorization Form

Consisting of 3 Pages

TASK AUTHORIZATION NO. [REDACTED]
Contract for Services (FEMA) dated [REDACTED]
Between the City of Port Orange, Florida and iParametrics, 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 **iPARAMETRICS, LLC** ("Contractor"), a Georgia limited liability corporation with its principal place of business at 2325 Lakeview Park, Suite 200, Alpharetta, Georgia 30004, and hereinafter collectively referred to as the "Parties," and is to that certain Contract for Services (FEMA) as dated above, 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. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to [REDACTED] as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**
3. Contractor shall complete the services to be provided herein within [REDACTED] days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in **Exhibit "1"** attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$[REDACTED]. 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.
5. 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:

iPARAMETRICS, LLC

Printed Name: _____ By: _____
Andrew J. Klien, Managing Member

Printed Name: _____ Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor **OR**
Wayne Clark, City Manager

Date: _____

ATTEST:

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

Date: _____

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR PROPOSAL

RFP #23-16

DISASTER RECOVERY CONSULTING SERVICES



City of Port Orange Purchasing Division

Prepared by: Chip Kent
Release Date: August 29, 2023

Proposal Due Date and Time:
September 19, 2023 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5740
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

RFP #23-16 DISASTER RECOVERY CONSULTING SERVICES

Notice is hereby given that the City of Port Orange is soliciting proposals for RFP #23-16 Disaster Recovery 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 September 19, 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: *Technical and professional services to provide disaster recovery consulting services.*

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.

The Cone of Silence begins with the issuance of the solicitation document and continues until City Council meets to make a final decision on an award. During this time proposers, suppliers, contractors and sub-contractors 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. While the Cone of Silence is in effect, all communications from potential proposers, suppliers, contractors and sub-contractors must be directed to the Purchasing Division @ purchdiv@port-orange.org.

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: Chip Kent at ckent@port-orange.org and purchdiv@port-orange.org and reference **"Questions on RFP #23-16 Disaster Recovery Consulting Services"** in the subject line. Last day for questions will be September 06, 2023 at 5:00 P.M.

[Remainder of this page left intentionally blank]

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 #23-16
RFP TITLE:	DISASTER RECOVERY CONSULTING SERVICES
DUE DATE/TIME:	September 19, 2023 AT 2:30 P.M.
SUBMITTED BY:	_____ (Name of Company)
ADDRESS:	_____ _____
DELIVER TO:	City of Port Orange Attn: Chip Kent 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 technical and professional services to provide disaster recovery consulting services.

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, five (5) 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 29, 2023
Deadline for Questions	September 06, 2023
Addendum Posting (if needed)	September 12, 2023
Proposals Due	September 19, 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: Chip Kent, Purchasing Agent
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:

- Request for Proposal (RFP) Number and Title
- Date of Opening
- Name of Proposer
- 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 #23-16 Disaster Recovery 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:

Chip Kent
100 City Center Circle
Port Orange, FL 32129
ckent@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 specifications, 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 of the City of Port Orange purchasing activity.
- f. Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this solicitation 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.

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SECTION 3 – SCOPE OF SERVICES

SCOPE OF SERVICES

The City of Port Orange Florida, hereinafter referred to as the “City” is requesting proposals from qualified firms, hereafter referred to as “Consultant” to establish an Agreement for technical and professional services to provide fiscal disaster recovery and mitigation management and administrative services on an as-needed basis, in accordance with the requirements stated herein.

These services shall include consulting, representation, assistance and support with the management and monitoring of the City’s recovery efforts, to include compliance and reporting responsibilities outlined and/or required by federal and state authorities and funding agencies.

The selected Consultant(s) shall assist Port Orange in disaster administrative and management services designed to ensure efficient and effective disaster recovery activities and documentation, with a focus on expediting and maximizing available cost recovery and grant opportunities, inclusive of grant applications, project identification/development, cost capturing, report preparation, invoice reconciliation, closeout processes, and audit responses.

The selected Consultant must provide the following identified services before, during and after a significant emergency or disaster:

- Personnel to augment recovery capabilities for declared and non-declared events as needed.
- Current subject matter experts in the federal and state disaster programs, that must include, but not be limited to: FEMA Public Assistance, FEMA Individual Assistance, Small Business Administration Disaster Programs, USDA Disaster Programs, Health & Human Services Disaster Programs, Housing and Urban Development Disaster Programs; and Other Federal and Florida disaster programs.
- Recovery administration, management and compliance services.
- Pre-event consultation and asset documentation.
- On-scene staffing during events and provision of disaster recovery subject matter expertise and guidance on debris services, damage assessment, project identification and documentation/development. Consultant(s) shall be responsible for providing the identified personnel within 72 hours’ notice and shall be responsible for all travel, lodging, and meal expenses.
- Post event administration, management, and development of projects. This includes the creation of project worksheets, applicable FloridaPA.org and FEMA Grants Portal activities and documentation, from the Request for Public Assistance through project close-out and any related requests for information and audits.
- Development and implementation of comprehensive recovery strategies designed to maximize federal and state assistance.
- Assistance in the development of an internal disaster financial recovery team, to include continued assistance and advice as appropriate.
- Expert programmatic and policy advice on federal disaster relief programs.
- Extensive knowledge, experience, and technical competence in dealing with federal and state regulations and/or requirements. Consultant(s) shall provide assistance to the City during applicant’s briefings with Federal and the State funding representatives, assisting with relationship development, requesting additional programmatic details and clarifications that will assist the City during the grant process.
- Review of solicitations, contracts and purchasing documentation to ensure compliance with federal and state regulations, as requested.
- Assistance with correspondence to the State and Federal funding entities, as well as generation of requests for time extensions when necessary so eligibility is not forfeited.

- Assistance in the development of hazard mitigation proposals under Sections 404 and 406 of the Stafford Act. Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk for future events. Preparation of hazard mitigation proposals, grant applications, benefit cost analysis, and other services related to the Hazard Mitigation Grant Program, Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance and other mitigation programs.
- Eligibility to issue review and ability to work with the City to develop justifications for presentation to FEMA and the State. Consultant must progressively work with authorized City personnel to resolve disputes with FEMA and the State, including the preparation of appeals or responses to arbitration if necessary. Consultant must generate Project Worksheet amendments, requesting changes as agreed through resolution discussions or first appeals.
- Assistance with developing programmatic document control, establishing a file retention system, tracking costs and data management processes, to ensure disaster records are complete and ready for audit. Consultant must coordinate and manage deliverables with FEMA and the State, as well as assist with quarterly reporting to FEMA and the State.
- Assistance in compiling and summarizing costs for presentation to FEMA and the State as requested.
- Collaboration with the City on project formulation, including damage assessments (field team assessment of damages including a comprehensive list of damaged structures, contents, etc.), information gathering (photo document damages, gather records, drawings, insurance policies, historical photos/videos, etc.), project development (define both small and large projects' scope, size, and damages, including cost estimating, that will be the basis of each Project Worksheet), project submittals (draft and submit small and large Project Worksheets to FEMA and the State).
- Assistance in the compilation of documentation for Project Worksheets and identify permit and regulatory requirements necessary to complete Project Worksheets. Consultant must provide assistance and oversight, as needed, to departments that have difficulty completing necessary documentation.
- Collaboration with the City to resolve disputes that may arise, to include but not be limited to the State, FEMA, or any outside funding agency.
- Guidance to the City of any potential issues related to inter-agency funding conflicts.
- Grant closeout services to ensure funding is retained. Consultant must assist with finalizing preparations for FEMA and/or State final inspections and audit upon completion of all projects and drawdowns of reimbursement for all eligible cost and participate in exit conferences with FEMA and the State, if required.
- Establishing and providing comprehensive project timelines for compiling documents, preparing and submitting worksheets and addressing request for information requests issued by reimbursing agency.
- Written monthly project status updates to include task specific updates and action items, as required.
- Conduction of assessments that identify housing, infrastructure, and economic disaster recovery needs for the CDBG-DR program.
- Preparation of the Disaster Recovery action plan, action plan amendments, performance reporting and grant closeout for the CDBG-DR project.
- Documentation and invoicing of all activities provided under this contract in a manner that allows for easy identification of services rendered and easy linking of billed time to specific projects.
- The Consultant shall conduct only Direct Administrative Cost (DAC) eligible activities. However, if the Consultant is asked to conduct a non-DAC-eligible activity, then it shall be the Consultant's responsibility to explicitly identify the activity, its non-DAC-eligibility, and obtain express written permission to proceed. Any non-DAC-eligible activity conducted by the Consultant without this express written permission shall be at the Consultants own expense.

Any DAC portion of a project submission / worksheet, submitted by the Consultant, but unapproved by the funding agency will be deemed unallowable costs under this contract; and shall be subject to a refund, by the

Consultant to the City, for the DAC allocated to the project. This provision shall survive the term of this agreement and the City is entitled to seek all necessary relief in the enforcement of this provision. If the City receives a reimbursement of DAC less than the requested amount for a specific project, the Consultant shall refund the City the difference. This provision shall survive the term of this agreement and the City is entitled to seek all necessary relief in the enforcement of this provision.

- The following annual services must be provided by the Consultant at no cost to the City at a date and time, as agreed upon by both parties:
 - Thorough overview of all services covered by this contract.
 - A review of the City's disaster payroll tracking system, to include a written report covering recommendations and documentation of compliance with current State and/or Federal disaster reimbursement requirements; including for the reimbursement of volunteer services credits; and
 - Conduction of an in-person 8-hour training session for up to 30 attendees, as to the latest Public Assistance Program Guidance.

The Consultant shall not provide any services until receiving a written notice to proceed from the City. Provision of services will be based on official Task Authorizations signed by both Parties, which describe the services to be provided and specify, with respect to the persons providing those services, the number, position descriptions, hourly rates, total hours to be expended, and total task order cost. Each Task Authorization shall also specify the funding program and the applicable reimbursement activity.

[END OF SPECIFICATIONS]

[Remainder of page left intentionally blank]

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 and 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 good, 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 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 respondents 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 respondents 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.

[Remainder of page left intentionally blank]

SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions 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.

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> <u>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 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 or its equivalent. Permission granted 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 all work under \$200,000 unless otherwise required by Department Director		
	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. All payments will be made via ACH. Contractor shall provide bank information to facilitate payments after award is approved by City Council.

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 Respondents are entitled to

the return of their bid bond. A successful Respondent shall forfeit any surety required by the Purchasing Manager upon failure of the Respondent 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 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 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.

CONTRACT TERM

The awarded proposer will be required to enter a contract for a period of five (5) years, with one (1) five (5) year renewal period. 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).

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.

PRICE REDETERMINATIONS

Prices quoted shall be firm for the initial contract term. No cost increases shall be accepted in the initial contract term. At the end of the initial contract term, any pricing adjustments requested pursuant to this solicitation shall be subject to review and approval by the City and appropriated budget.

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 ninety (90) days prior to 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 the initial term. 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 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. **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 asset 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 the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent 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, five (5) 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 Certification Regarding Debarment, Suspension and Other Responsibility
- 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

TAB B – QUALIFICATIONS AND RELATED EXPERIENCE OF CONSULTANT

1. Provide a brief company biography, two (2) pages maximum. Include general information about the company, number of years the company has been in business, the location of corporate headquarters, and the number of branch offices.

2. 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.
3. 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 WITHIN THE REQUEST OF SERVICES

1. Provide your firm's approach to achieving the identified tasks.
2. Identify project opportunities and challenges and how you would recommend challenges be addressed along with value-added services your firm can provide.

TAB E – FINANCIAL HISTORY

All Respondents 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. QUALIFICATIONS 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: (Weight 10%)

*Firm's financial strength as it relates to their ability to perform all services as outlined in Section 3.
.....(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.

The City's Purchasing Division will establish the schedule for the presentations 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 notification.

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 is determined of the short-listed Proposers considered to be most capable of performing the work outlined in this RFP and to be in the best interest of the City.

The Evaluation Committee's final ranking will be provided and included with the Notice of Intent to Award that will be posted on 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 the 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 – Certification Regarding Debarment, Suspension and Other Responsibility
- ___ Form 9.12 – Non-Disclosure Agreement for Confidential Material
- ___ Exhibit “A” – Description of Confidential Material
- ___ Form 9.13 – No Submittal Request Form
- ___ APPENDIX A - 44 C.F.R. PART 18 CERTIFICATION REGARDING LOBBYING
- ___ (Attachment 1) – Services Costs/Fees Proposal Form
- ___ Submission of one (1) original marked “ORIGINAL”, five (5) copies 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

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 a 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, do 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

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 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.

I acknowledge the above statements regarding Addendum Acknowledgement 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

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

ANTI-COLLUSION STATEMENT PROPOSAL 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

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 compromising the Statement of Proposer's Qualifications.

STATE OF: _____

COUNTY OF: _____

Name of Business

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 their firm is qualified to perform the referenced work and has 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.

**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 equal or similar to those required under the City's contract as outlined in this proposal package. A minimum of three (3) project 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



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 subcontract 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.

Respondent: _____

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 Respondent (hereinafter the “Respondent”). The City and the Respondent are collectively referred to as the “Parties” and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent 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 Respondent.

NOW THEREFORE, in consideration of the mutual promises and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent 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 Respondent 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 Respondent 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 Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event the City discloses confidential or trade secret information to Respondent, the Respondent 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 Respondent, or at any time upon request of the City, Respondent 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. Respondent 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 Respondent 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. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent 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 Respondent 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. Respondent 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: _____

Respondent

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

This document must be completed and returned with your submittal.

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

This document must be completed and returned with your submittal.

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 #23-16 Disaster Recovery 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 #23-16

Disaster Recovery Consulting Services

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

Proposers 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	Senior Grant Consultant	60		
2	Reimbursement Specialist	200		
3	Grant Management Consultant	500		
4	GIS Analyst	50		
5	Administrative Support Staff	100		

TOTAL COST: \$ -

*These hours are not intended to represent the actual contract amount, but are an estimated representation of annual work.

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				

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: _____

CITY SERVICES CONTRACT (FOR INFORMATIONAL PURPOSES ONLY)



**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. Authorization for the purchase of goods or services from Contractor under this Contract shall be in the form of a written Notice to Proceed, issued and executed by the City Manager and signed by the Contractor. A written Purchase Order and, if the work exceeds \$_____, a Task Authorization and a Payment and Performance Bond are required. A Task Authorization(s) may be required by the Contract Administrator, or if goods and/or services exceed \$_____. A sample Task Authorization is attached hereto as Exhibit "2." The City reserves the right to contract with other parties for the goods and 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, Lynn Stevens, 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.
☐	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) 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 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. **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. §200.333 and retained in compliance with 2 C.F.R. §200.333. 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.

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).

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



October 30, 2023

NOTICE OF INTENT TO AWARD

RFP #23-16 DISASTER RECOVERY CONSULTING SERVICES

On October 26, 2023 the City of Port Orange evaluated five (5) presentations for RFP #23-16 Disaster Recovery Consulting Services.

After review and scoring of the presentations, City staff is recommending to award to the following firms:

Primary – Tetra Tech, Inc
Alternates – Integrated Solutions Consulting, iParametrics

Respectfully Submitted,

Chip Kent
Purchasing Agent
City of Port Orange

"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 November 02, at 10:00 a.m. EST.



Evaluation Ranking Summary

Date: 10/09/2023

RFP #23-16 Disaster Recovery Consulting Services

Firm Name	Total Score
Brooks & Dun Grant Consulting	40.03
Disaster Program & Operations, Inc.	39.28
Integrated Solutions Consulting	41.80
iParametrics, LLC	40.53
Tetra Tech, Inc.	42.45

Comments

On October 5, 2023 the City of Port Orange's Proposal Evaluation Committee scored five (5) proposals (listed above) received for RFP #23-16 Disaster Recovery Consulting Services. The Proposal Evaluation Committee has determined and agreed by consensus to invite each of the five (5) proposers to make presentations to the Proposal Evaluation Committee at a date a time to be publicly noticed in the near future.

"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 October 12, 2023 at 9:00 a.m. E.S.T.



Presentation Evaluation Ranking Summary

Date: 10/26/2023

RFP #23-16 Disaster Recovery Consulting Services

Firm Name	Total Score
Brooks & Dun Grant Consulting	40.68
Disaster Program & Operations, Inc.	34.10
Integrated Solutions Consulting	44.98
iParametrics	43.95
Tetra Tech, Inc.	47.68

Comments

On October 26, 2023 a Proposal Evaluation Committee scored five (5) presentations from the proposers listed above which were received for RFP #23-16 Disaster Recovery Consulting Services. The Proposal Evaluation Committee has agreed by consensus to award Tetra Tech, Inc. as the Primary Consultant and Integrated Solutions Consulting and iParametrics 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 November 02, at 10:00 a.m. EST.



Proposal for (RFP 23-16)

Disaster Recovery Consultant Services

City of Port Orange, FL

Electronic | September 2023

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Statement of Interest

City of Port Orange, Florida
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

September 19, 2023

Subject: Disaster Recovery Consulting Services (RFP #23-16)

Dear Mr. Chip Kent and Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) is honored to submit the enclosed proposal to the City of Port Orange (City) to provide disaster recovery consulting services. We will leverage our national expertise in the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program along with our industry-leading knowledge of other federal grant programs to include the FEMA Hazard Mitigation Assistance Program, the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) program, the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program, and other disaster recovery grant programs to provide full service grant management consulting services to the City. We feel strongly that Tetra Tech is the firm of choice for this engagement for the following reasons:

- **Local Project Team Supported by National Experts in FEMA PA:** For this engagement, Tetra Tech will dedicate local staff that have strong knowledge of City infrastructure and operations. On our Senior Management Team, **Mr. Chuck McLendon, is a Volusia County resident with a strong record of past performance with similar communities.** Similarly, our Project Manager **Ms. Alex Torrent is a Volusia County resident and former Public Works Capital Project Manager for the City of Port Orange.** Our staff's local knowledge and existing relationships with the City will result in a faster response time, less learning curve, and more personalized service to the City. Mr. McLendon and Ms. Torrent will be supported by a team of national experts in state and federal grant management including **Ms. Allison McLeary, an attorney and the former Recovery Bureau Chief for the Florida Department of Emergency Management (FDEM),** who brings senior-level experience in implementing programs in coordination with state and federal agencies. All work on this engagement for the City will be coordinated through our local Maitland, FL office which serves as the firm's national headquarters for emergency management.
- **National Best Practices with a Local Focus.** Tetra Tech is the nation's leading provider of post-disaster grant management, disaster debris monitoring, and engineering services. We have more than **\$12 billion** of experience in post-disaster grant application, administration, program management, and project delivery. We have assisted clients in response to every major disaster occurring in the United States in the last 25 years. As a result, we are experts in FEMA reimbursement and methods for maximizing disaster grant funding. Tetra Tech's staff of disaster recovery experts have assisted communities after disasters with issues such as reimbursement costs, long-term community recovery planning, and hazard mitigation program implementation. We offer best-in-class, integrated disaster recovery services to meet the City's needs for current and future disasters.
- **We have unmatched disaster recovery experience throughout the State of Florida.** Tetra Tech has the local staffing resources, key relationships, and direct experience with the City to successfully complete the requested federal grant services. We operate from 22 offices throughout the State and are proud partners in disaster response and recovery for communities across Florida. Our strengths in these areas translate into end-to-end support for all aspects of complex grant programs. **Our team has served the City of Port Orange, Volusia County, and**

Tetra Tech, Inc.

multiple surrounding communities during activations in response to multiple disasters within the last decade.

- **Program Designed to Maximize Speed, Mitigate Risk, And Ensure Compliance.** Tetra Tech has a proven methodology for assisting clients after large disasters that integrates proprietary technology and our standard operating procedures (SOPs) to reduce costs and expedite programs. Our commitment to the City is to deliver high-quality, audit-ready files, which allows the City to receive reimbursement of funds faster and protect from clawback of funds. Our team has progressively improved this approach when performing similar services for the City of Philadelphia, Pennsylvania; the City of Houston, Texas; Harris County, Texas; Palm Beach County, Florida; Richland County, South Carolina; and more.
- **One Firm, Countless Services.** Tetra Tech offers the City of Port Orange broad capabilities in a variety of areas that are critical before and after a disaster. Our team is unique in that we are one of the leading infrastructure engineering firms in the United States along with one of the largest emergency management and grant management consultancies. As a result, our grants management team has immediate access to leading experts in civil infrastructure design including transportation, utility, storm water, and marine infrastructure. Tetra Tech's one-stop, full-service capability translates to less cost, time, and effort for the City.

Tetra Tech would be honored to serve as the City's trusted partner and is fully prepared to provide the expert-level support the City expects. For questions regarding this response, please contact me or the representatives listed below. As evidenced on the following page, I am an authorized representative and can contractually bind the firm.

Technical Representative: Mr. Chuck McLendon

2301 Lucien Way, Suite 120, Maitland, FL 32751
Phone: 407-353-0342 | Fax: 321-441-8501
Chuck.McLendon@tetrattech.com

Sincerely,

Tetra Tech, Inc.



Jonathan Burgiel
Business Unit President – Tetra Tech Disaster Recovery

Contractual Representative: Ms. Betty Kamara

2301 Lucien Way, Suite 120, Maitland, FL 32751
Phone: 321-441-8500 | Fax: 321-441-8501
TDR.contracts@tetrattech.com

CERTIFICATE OF CORPORATE RESOLUTION

TETRA TECH, INC.

To: City of Port Orange, FL

I hereby certify to you that I am a duly elected and qualified Senior Vice President, General Counsel and Secretary of Tetra Tech, Inc., a Delaware corporation (the "Company"), and that, as such, I am authorized to execute this Certificate on behalf of the Company. I further certify to you on behalf of the Company that:

Jonathan Burgiel, Business Unit President within the Company's United States Government Division of the Government Services Group, is authorized and empowered, in accordance with the Company's Signature Approval Authority Matrix, as approved by the Company's Board of Directors, for and on behalf of the Company, to sign a proposal in response to the City of Port Orange for Disaster Recovery Consulting Services. Further, Mr. Burgiel is authorized and empowered to sign any resulting contract and is authorized to bind the Company.

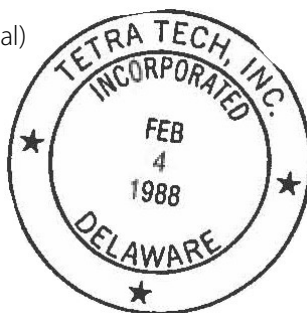
IN WITNESS WHEREOF, I have hereunto set my hand as of this 15 day of September.



Preston Hopson

Senior Vice President, General Counsel and
Secretary

(Seal)



Tab A – Required Documents

Tetra Tech has completed and included the following required forms on the following pages:

- 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 Certification Regarding Debarment, Suspension and Other Responsibility
- 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

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 – Certification Regarding Debarment, Suspension and Other Responsibility
- X Form 9.12 – Non-Disclosure Agreement for Confidential Material
- 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
- X (Attachment 1) – Services Costs/Fees Proposal Form
- X Submission of one (1) original marked “ORIGINAL”, five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: Tetra Tech, Inc.

Name of Business



Authorized Signature

September 15, 2023

Date

This document must be completed and returned with your submittal.

FORM 9.2 – PROPOSER'S ACKNOWLEDGEMENT FORM

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 a 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, do 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, Ste. 120
Mailing Address

Maitland, FL 32751
City, State & Zip Code

321-441-8518
Telephone Number

TDR.Contracts@tetrattech.com
E-mail Address

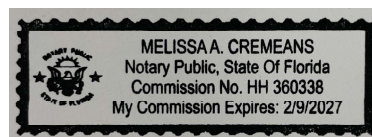
STATE OF: Florida COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

15 day of September, 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

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 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.

I acknowledge the above statements regarding Addendum Acknowledgement 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

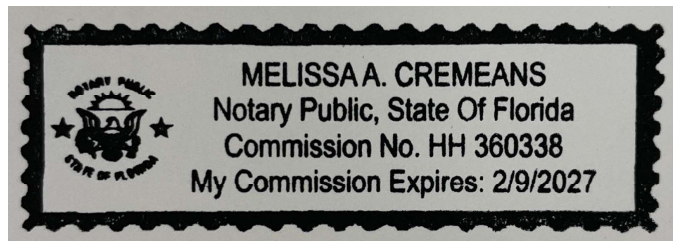
15 day of September, 2023, by Jonathan Burgiel and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Melissa A. Cremeans

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

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 Burigiel

Authorized Signature

Jonathan Burigiel, Business Unit President

Printed Name and Title

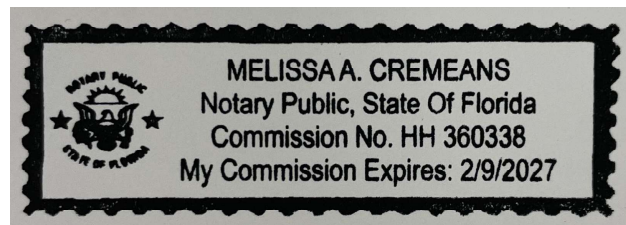
STATE OF: Florida COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of September, 2023, by Jonathan Burigiel and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Melissa A. Cremeans
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 2301 Lucien Way, Ste. 120 Maitland, FL 32751 (name of Offeror or business) is _____.
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 287.122(2) 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)

Tetra Tech, Inc.

Name of Business

Jonathan Burgiel

Authorized Signature

STATE OF: Florida

COUNTY OF: Orange

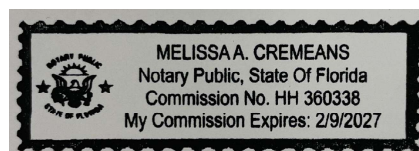
Jonathan Burgiel, Business Unit President

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of September, 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

ANTI-COLLUSION STATEMENT PROPOSAL 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: Jonathan Burgiel
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: 

TITLE: Business Unit President

ADDRESS: 2301 Lucien Way, Ste. 120

CITY, STATE AND ZIP CODE: Maitland, FL 32751

TELEPHONE: 321-441-8500 / 321-441-8518

F.E.I.N.: 95-4148514

This document must be completed and returned with your submittal.

FORM 9.7 STATEMENT OF PROPOSER'S QUALIFICATIONS

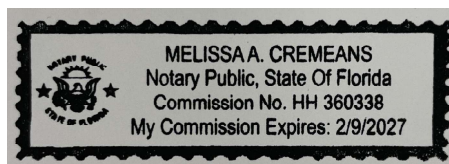
The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

- A. Name of Proposer: Tetra Tech, Inc.
- B. Permanent main office address: 2301 Lucien Way, Ste. 120 Maitland, FL 32751
- C. Date organized: 2/4/1988
- 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? 22 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: 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 recovery consulting services.
- I. Have you ever defaulted on a contract? If so, where and why? Tetra Tech, Inc. has never defaulted on a contract related to disaster recovery consulting 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.
- 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: Please refer to Tab B: Qualifications and Related Experience.
- M. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- N. Credit currently available: \$ 750M
- O. Give bank name, contact name and phone number: Wells Fargo Bank - 1000 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 comprising the Statement of Proposer's Qualifications.

STATE OF: Florida

COUNTY OF: Orange



Tetra Tech, Inc.
Name of Business
Jonathan Burgiel
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 15 day of September, 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.

F. Contracts on Hand

Contract	Amount	Anticipated Date of Completion
Arlington Public Schools, VA ARPA Grant Management	\$ 54,215.04	31-DEC-23
Pinellas County, FL FEMA PA Grant Management	\$ 125,000.00	31-DEC-23
Butte County, CA FEMA PA Grant Management and Insurance Recovery	\$ 7,763,662.33	25-APR-28
City of Cape Coral, FL Grant Management	\$ 398,029.20	31-DEC-23
City of Austin, TX Winter Storm Mara (Multiple Task Orders)	\$ 1,423,140.00	09-JUL-24
City of Callaway, FL FEMA PA Services	\$ 1,087,024.00	31-OCT-23
City of Everglades, FL FEMA PA Technical Assistance	\$ 122,147.00	30-JUN-24
City of Fort Myers, FL Hurricane Ian Grant Management (Multiple Task Orders)	\$ 1,812,756.00	31-DEC-23
City of Frisco, TX FEMA PA Services	\$ 238,718.00	31-DEC-24
City of Holly Hill, FL Hurricane Ian Grant Management (Multiple Task Orders)	\$ 199,661.20	25-JUL-24
City of Lynn Haven, FL FEMA PA Services	\$ 2,675,008.95	31-DEC-23
City of New Haven, FL FEMA PA Services	\$ 553,650.00	30-SEP-23
City of Orange City, FL FEMA PA Services	\$ 34,315.00	24-JAN-24
City of Pensacola FL, FL FEMA PA Services	\$ 9,940.00	12-DEC-23
City of Philadelphia PA, FL Grant Management Services (Multiple Task Orders)	\$ 17,170,335.50	31-MAY-24
City of S Daytona, FL FEMA PA Services	\$ 166,000.00	10-OCT-23
Collier County, FL FEMA PA Services	\$ 997,798.00	23-OCT-23
County of El Dorado, CA Insurance Cost Recovery Services	\$ 850,000.00	13-FEB-25
County of Los Angeles, CA Insurance Cost Recovery Services	\$ 1,610,000.00	31-MAY-24
County of Ventura, CA Grant Management Services	\$ 197,556.00	13-AUG-24
City of Gulfport, MS FEMA PA Services	\$ 20,000.00	16-AUG-24
Fort Bend County, TX Grant Management Services (Multiple Task Orders)	\$ 603,582.00	10-OCT-23
Harris County, TX Grant Management Services (Multiple Task Orders)	\$ 19,615,593.75	28-OCT-24
City of Houston, TX Grant Management Services (Multiple Task Orders)	\$ 14,349,963.89	31-DEC-23
Commonwelath of Puerto Rico Grant Management Services	\$ 21,360,167.36	30-JUN-24
State of Iowa Homeland Security and Emergency Management FEMA PA Services	\$ 100,000.00	23-AUG-24
City of Long Beach, CA Grant Management Services	\$ 400,000.00	31-AUG-24
County of Santa Cruz, CA Cost Insurance Recovery Services	\$ 571,045.00	30-JUN-24
Sarasota County, FL Grant Management Services (Multiple Task Orders)	\$ 1,327,970.00	08-FEB-24
State of Connecticut Grant Management Services	\$ 18,433,279.00	30-SEP-23
State of Lousiana GOHSEP Grant Management Services (Multiple Task Orders)	\$ 3,500,000.00	15-SEP-23
City of Tarpon Springs, FL FEMA PA Services	\$ 9,571.00	15-DEC-23
Ventura County, CA Grant Management Services	\$ 1,207,868.00	31-OCT-23
Volusia County, FL FEMA PA Services	\$ 496,805.26	04-NOV-23
Volusia County Schools, FL FEMA PA Services (Multiple Task Orders)	\$ 129,902.50	21-OCT-23

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.

Tetra Tech has provided a list of our corporate officers below. Information about the principal/key staff on our project is included in Tab C - Qualifications and Related Experience of Key Staff.

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

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Proposer submits that their firm is qualified to perform the referenced work and has 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: Sarasota County, Florida
Contact Person: Heather Larson, Grants Administrator
City, State: City of Sarasota, Florida
Telephone Number: 941-915-4116
Email Address: hlarson@scgov.net
Description of goods/services provided: Financial Recovery Services, Case Management, and Disaster Debris Monitoring Services
Contract Amount: Hurricane Ian: \$4.41M Start/End Date of Contract: September 2017 - Present
Hurricane Irma: \$1.49M
2. Company Name: City of South Daytona, Florida
Contact Person: Jason Oliva, Finance Director
City, State: City of South Daytona, Florida
Telephone Number: 386-322-3063
Email Address: joliva@southdaytona.org
Description of goods/services provided: FEMA Public Assistance Grant Management Support
Contract Amount: \$160,000 Start/End Date of Contract: October 2022 - Present
3. Company Name: Volusia County, Florida
Contact Person: Jennifer Madewell, Activity Project Manager
City, State: City of Deland, Florida
Telephone Number: 386-943-7054 ext. 15574
Email Address: jmadewell@volusia.org
Description of goods/services provided: FEMA Public Assistance Technical Assistance and Site Inspection Support
Contract Amount: Hurricane Ian: \$496,800 Start/End Date of Contract: October 2016 - Present
Hurricane Matthew: \$399,160

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 equal or similar to those required under the City's contract as outlined in this proposal package. A minimum of three (3) project 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 Callaway, Florida | Ed Cook, City Manager

Phone: 850-871-6000

Current Client: ☒ Yes ☐ No

Number of years of service provided: 5

Description of service: Hurricane Michael Financial Recovery Services

2. Contact Name: City of Cape Coral, Florida | Terry Schweitzer, Solid Waste Manager

Phone: 518-415-9718

Current Client: ☒ Yes ☐ No

Number of years of service provided: 5

Description of service: Hurricane Irma and Hurricane Ian Grant Management Services

3. Contact Name: Walton County, Florida | Jeff Goldberg, Emergency Management Director

Phone: 850-892-8065

Current Client: ☒ Yes ☐ No

Number of years of service provided: 7

Description of service: Financial Recovery Services - Flood Mitigation Assistance, Pre-Disaster Mitigation, Hurricane Sally, and COVID-19

This document must be completed and returned with your submittal.

FORM 9.9 – E – VERIFY AFFIDAVIT



CITY OF PORT ORANGE
CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Solicitation Name: Disaster Recovery Consulting Services

Solicitation Number: RFP #23-16

I, the undersigned hereby certify that Tetra Tech, Inc. (insert contractor company name) does not employ, contract with or subcontract 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


Signature of Affiant

95-4148514
Federal Employer ID Number (FEIN)

1296212
E-Verify Number

STATE OF FLORIDA

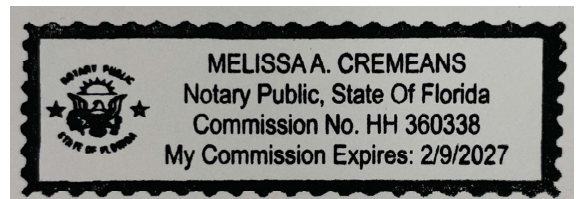
COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of September, 2023, by Jonathan Burgiel and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.


Printed, typed or stamped name, commission and expiration:

Notary Public, State of Florida



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.

Company ID Number: 1296212

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

Company ID Number: 1296212

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

Company ID Number: 1296212

(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

Company ID Number: 1296212

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)		

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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

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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

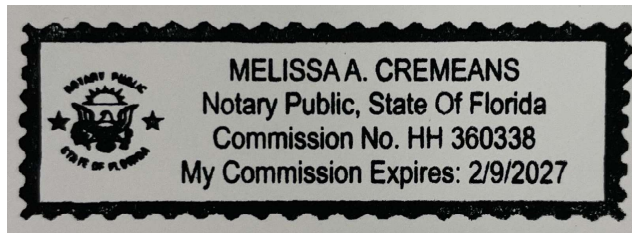
COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of September, 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 an 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

September 15, 2023

Date

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

Not Applicable to Tetra Tech, Inc.

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.

Respondent: _____

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 Respondent (hereinafter the (“Respondent”). The City and the Respondent are collectively referred to as the “Parties” and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent 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 Respondent.

NOW THEREFORE, in consideration of the mutual promises and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent 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 Respondent 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 Respondent 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 Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event the City discloses confidential or trade secret information to Respondent, the Respondent 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 Respondent, or at any time upon request of the City, Respondent 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. Respondent 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 Respondent 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. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent 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 Respondent 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. Respondent 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: _____

Respondent

BY: _____

NAME: _____

TITLE: _____

DATE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

This document must be completed and returned with your submittal.

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

Not Applicable to Tetra Tech, Inc.

This document must be completed and returned with your submittal.

FORM 9.13 – NO SUBMITTAL RESPONSE FORM **Not Applicable**

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 #23-16 Disaster Recovery 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: September 15, 2023



(ATTACHMENT 1) SERVICES COSTS/FEES PROPOSAL

CITY OF PORT ORANGE

RFP #23-16

Disaster Recovery Consulting Services

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

Proposers 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, Business Unit President
EMAIL ADDRESS:	TDR.Contracts@tetratech.com
AUTHORIZED SIGNATURE:	<i>Jonathan Burgiel</i>

ITEM #	EMPLOYEE/SERVICE CATEGORY	ESTIMATED HOURS *	HOURLY RATE	EXTENDED COST
1	Senior Grant Consultant	60	\$155.00	\$9,300.00
2	Reimbursement Specialist	200	\$135.00	\$27,000.00
3	Grant Management Consultant	500	\$125.00	\$62,500.00
4	GIS Analyst	50	\$115.00	\$5,750.00
5	Administrative Support Staff	100	\$85.00	\$8,500.00
TOTAL COST:				\$ 113,050.00 -

*These hours are not intended to represent the actual contract amount, but are an estimated representation of annual work.

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	Subject Matter Expert	20	\$245.00	\$4,900.00
2	Project Manager	60	\$175.00	\$10,500.00
3	Sr.Consultant/Engineer/Planner/Environmental Specialist	40	\$195.00	\$7,800.00
4	Consultant/Engineer/ Planner/Environmental Specialist	80	\$145.00	\$11,600.00
5	Case Management Specialist	100	\$105.00	\$10,500.00

Tetra Tech has attached job descriptions and further detail about these additional positions, as required. Tetra Tech will provide a more specific estimate of hours per position when engaged by the City for a specific scope of work. Estimated hours by position for the additional positions defined here will vary and are dependent upon the requirements of the tasks requested by the City and to be performed by Tetra Tech.

Additional Position Descriptions

Subject Matter Expert:

The Subject Matter Expert provides subject area expertise, guidance and expert technical analyses and advice in specific technical areas to support management, organizational and business decisions for clients. Participates in meetings, task groups, teams, reviews and other environments to assist in collaborative results. Prepares reports, presentations and papers to document findings, opinions and recommendations.

Project Manager:

The project manager is responsible for overseeing the daily operations of an engagement and assists in the administration of Tetra Tech's contract with the client. The project manager enforces contract provisions, serves as the primary point of contact for client staff, maintains appropriate project staffing levels, implements quality assurance and control measures, and reviews daily activity.

Senior Consultant/ Engineer/ Planner/ Environmental Specialist:

This role independently evaluates, selects, and applies standard planning, analytical, or scientific techniques and procedures, uses judgment to make minor adaptations and modifications to solutions, and performs work involving conventional plans, investigations, surveys, structures, or equipment with complex features for which there are few precedents.

Consultant/ Engineer/ Planner/ Environmental Specialist:

This role performs standard analytical work requiring the application of standard techniques and procedures, may perform higher-level work for training/development purposes, screens for unusual complexities and selects the non-routine procedures to be applied, and receives close supervision on new aspects of assignments.

Case Management Specialist:

This role is responsible for providing direct support to program applicants and/or beneficiaries, including collecting and assessing documentation, communicating with program participants, monitoring progress, providing status reports, and providing information to program participants.

Tab B – Qualifications and Related Experience

1. Company Biography

Tetra Tech was founded as a civil engineering firm by four graduates of the California Institute of Technology in 1966. Our select group of technical experts provided engineering services for waterways, harbors, and coastal areas. During these first decades, Tetra Tech completed projects that had global significance, from a groundbreaking tsunami wave study for the Atomic Energy Commission to master planning and designing coastal protection measures for Egypt's Nile River Delta.

During the 1980s, Tetra Tech met the expanding need for environmental remediation, which involved groundwater modeling, landfill closing, and restoring contaminated military and manufacturing facilities and sites. The firm completed highly visible projects on behalf of the Department of Defense, the Environmental Protection Agency, and other federal agencies, all of which launched the company to its place among the leading environmental and engineering firms in the United States.

In 1991, Tetra Tech became a publicly traded enterprise. Since its initial public offering, the company has grown substantially, expanding its markets, services, and clientele through internal growth and international acquisitions. Today, Tetra Tech is a global leader in providing engineering and technical services. The company is acknowledged for its cutting-edge expertise in sophisticated environmental analysis, modeling, and design and for delivering this expertise effectively across an entire project lifecycle.

Tetra Tech supplemented this proud history with the addition of Disaster Recovery and Emergency Management Operating Units and quickly developed into a national leader in the field of pre- and post-disaster recovery 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 emergency management planning and preparedness. Since 2001, following our earliest disaster response to Tropical Storm Gabrielle, our team has consistently grown its capabilities and expertise in disaster management, recovery, and consulting services.

Tetra Tech Snapshot

- **Business Organization:** Corporation
- **Stability:** 56+ years in business (founded 1966)
- **Transparency:** Publicly traded (Nasdaq: TTEK)
- **Strength:** \$4.5B annual revenue
- **Employees:** 27,000 worldwide, 1,000+ in Florida
- **Offices:** 550 worldwide, 22 in Florida

Corporate Address:

3475 E Foothill Blvd, Pasadena, CA 91107

Disaster Recovery Headquarters:

2301 Lucien Way, Ste. 120, Maitland, FL 32751



Range of Expertise in Disaster Recovery Management

Tetra Tech is a national leader in the field of pre- and post-disaster recovery 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 emergency management planning and preparedness. 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.

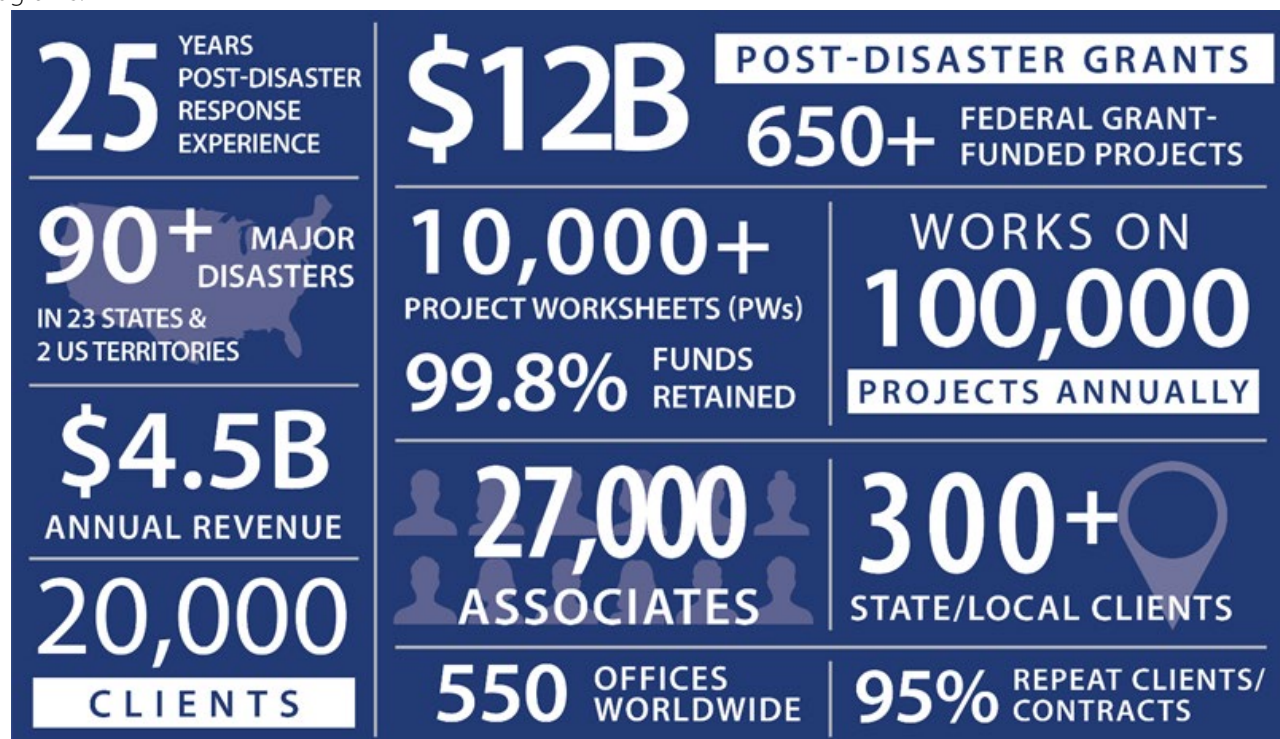
Our team brings together a unique combination of expertise from some of the largest and most complex disasters in U.S. history. Our extensive experience includes leading organizations, shaping policy, and successfully working with diverse stakeholders up to and including top elected leaders. Tetra Tech's senior executives have led responses to some of the most notable incidents and disasters in our nation's history. This real-world experience provides our team with valuable insight and ensures in-depth knowledge of best practices and the ability to provide clients with achievable, customized plans.

Tetra Tech has been activated for over 95 disasters, including:



Tetra Tech is invested in the recovery progress in Florida, has conducted the due diligence to analyze the breadth and scope of the challenges the City currently faces, and is prepared to execute scientifically based solutions with a cadre of established national lead planners, subject matter experts, All-Hazards practitioners, and FEMA stalwarts. All resources to support a successful pathway toward resilience in Florida are available with Tetra Tech.

Tetra Tech works with state and local governments to navigate federal grant-funded disaster recovery programs, as well as COVID-19 recovery programs, and are committed to advocating for and providing the best service to our clients. We have supported our clients through the disaster recovery process from response and damage identification through cost reimbursement of more than \$12 billion in federal funds, including FEMA, FHWA, and other federally funded grant programs. Since the start of the COVID-19 pandemic, we have assisted our clients with managing more than \$1.7 billion in COVID-related funds to support recovery across a variety of federal funding programs including FEMA Public Assistance (PA), U.S. Treasury governed Emergency Rental Assistance, as well as unique Coronavirus Relief Fund recipient-specific programs.



2. Applicable Licenses

Tetra Tech has provided our State of Florida business license below. Additional applicable licenses are on the following pages.

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.

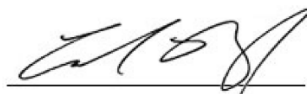
The document number of this corporation is P19034.

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

**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

3. References

Tetra Tech has completed and provided Form 9.8 Professional References for Previous Experience Form in Tab A – Required Documents. Tetra Tech has provided project profiles for the respective provided references on the following pages.

What Do Our Clients Say?

“Tetra Tech did an excellent job in developing a recommended plan that met the Sponsor’s goals and NRCS program requirements. The supplemental Watershed Plan and Environmental Assessment (Plan/EA), and the supporting appendices for hydrology/hydraulics, economics, design, cost estimating, and environmental studies were excellent.”

David McKay – NRCS Arizona State Conservationist, Regarding Florence Flood Retarding Structure

“Tetra Tech did an excellent job in developing a recommended plan that met all the requirements of the Natural Resource Conservation Service (NRCS) National Watershed Manual (NWSM), the National Environmental Policy Act (NEPA), and the “Economic and Environmental Principles and Guidelines for Water and Related Land Resources Implementation Studies” (P&G).

Mr. Bob Tillman – NRCS Oklahoma Water Resources Planning Coordinator, Regarding Sallisaw Creek Site 18M

“The design team did an excellent job in developing Construction Drawings and Specifications, Cost Estimate and Bid Schedule, Construction Schedule, Permitting Information, and a comprehensive Design Engineer’s Report. The project had an extremely tight schedule that was dictated by the availability of construction funding from the New Mexico Office of the State Engineer. Despite the fast-track nature of the project and additions to the scope of work, your staff consistently delivered high quality products on time and on budget.”

David Pacheco – NRCS New Mexico State Conservation Engineer, Regarding Piedra Liza Dam



Sarasota County, Florida

Financial Recovery Services, Case Management, and Disaster Debris Monitoring Services

Sarasota County is on Florida's West Coast and home to approximately 447,000 permanent residents. Given its position on the Gulf of Mexico, the County understands the need to be ready for potential storms and disaster events. Sarasota County has a long-standing partnership with Tetra Tech to provide post-disaster services in the event of a hurricane or other natural disaster. Our services to Sarasota County have included preparedness planning, post-disaster debris monitoring, as well as FEMA PA and HUD CDBG-DR grant management services.

Hurricane Ian

In the fall of 2022, the County was hit hard by Hurricane Ian. The Category 3 storm made landfall on the Gulf Coast with wind speeds of up to 120 mph, causing widespread damage and power outages. Tetra Tech was activated again to assist the County in monitoring debris removal from the right of way, parks, schools, waterways, and private roads, and the removal of hazardous trees by three separate contractors and through eight different temporary debris management sites.

Tetra Tech was awarded the disaster management services contract for Hurricane Ian in the fall of 2022. **Since that award Tetra Tech has assisted Sarasota in identifying 266 damaged items, within all categories of work, totaling \$162 million for the Public Assistance grant.** Tetra Tech has aided Sarasota with FEMA site inspections, Private Home demolition requests, as well as generating work completed, standard lane, and expedited projects. **Tetra Tech has written and submitted expedited projects on behalf of Sarasota, helping the county obtain over \$20 million in funding upfront. Furthermore, Tetra Tech has written 8 HMGP applications totaling over \$12 million and played a pivotal role in Sarasota County obtaining a direct allocation of \$201 million in CDBG-DR funding.**

Client

Sarasota County, Florida

Period of Performance

Hurricane Ian: September 2022 – Ongoing
Hurricane Irma: September 2017 – April 2018

Contract Amount

Hurricane Ian: \$4,411,119
Hurricane Irma: \$1,499,415

Reference Contact

Heather Larson, Grants Administrator
1660 Ringling Blvd.
Sarasota, FL 34236
(941) 915-4116
hlarson@scgov.net

Hurricane Irma

In the summer of 2017, the County retained our services to conduct a comprehensive assessment of their readiness to respond to, and recover from, such incidents. This included a tabletop exercise with County staff, which aimed to provide a coordinated response blueprint for the County and its private sector partners.

Less than one month after the exercise was delivered, the County was impacted by Hurricane Irma and activated its standby contract with Tetra Tech for debris monitoring and implementation of pre-developed plans. Tetra Tech mobilized 60 staff members to monitor the County's two debris removal contractors. Ultimately, Tetra Tech documented **nearly 10,000 loads of debris, totaling over 288,000 CYs of disaster-generated debris**. Tetra Tech also provided contractor invoice reconciliation and data management support for the County and assisted with FEMA reimbursement documentation.



City of South Daytona, Florida

FEMA Public Assistance Grant Management Support

Hurricane Ian devastated Volusia County, Florida, in September 2022, including the coastal community of South Daytona, when it made landfall as a Category 4 hurricane. Due to the extreme winds and storm surge, the City of South Daytona sustained significant damage to numerous facilities and infrastructure as well as costs related to debris removal and emergency protective measures.

Tetra Tech began immediately assisting South Daytona soon after the storm's impact by deploying a dedicated project management team to the city to implement the recovery operational plan and initiate a FEMA Request for Public Assistance (RPA). Our team also began drafting the FEMA Damage Inventory (DI) and started reviewing and reconciling force account and contract documentation in anticipation of submitting the City's Cat. A (Debris Removal) and Cat. B (Emergency Protective Measures) projects.

Tetra Tech has been supporting the City by providing expert guidance on PA programmatic timelines and policy considerations, recovery best practices, and 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 assisted the City by conducting site inspections, collecting and reviewing documentation, managing the documents and Essential Elements of Information (EElS) in FEMA's Grants Portal, and providing daily guidance to City staff.

Tetra Tech continues to support South Daytona by providing the documentation and support necessary to develop FEMA PWs for reimbursement claims estimated in excess of \$3.5 million.

Client

South Daytona, Florida

Period of Performance

October 2022 – Present

Project Cost

\$160,000

Reference Contact

Jason Oliva, Finance Director
1672 S. Ridgewood Avenue
South Daytona, FL 32119
(386) 322-3063
joliva@southdaytona.org



Volusia County, Florida

FEMA Public Assistance

Hurricane Ian: Technical Assistance and 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 within the County. Due to extreme winds and storm surge, Volusia County sustained substantial damage to its critical infrastructure and coastal assets, including damage along the entire 47-mile stretch of beach.

Our team has been supporting Volusia County for many years, including with disaster debris monitoring, and was available to assist soon after the storm by providing technical assistance and site inspection support for the FEMA Public Assistance (PA) 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. Our team accompanied FEMA and County staff to document hurricane damage at 144 coastal sites, which included damages to assets such as beach ramps, seawalls, walkovers, stairs, and other recreational facilities. Tetra Tech coastal engineers utilized our *RecoveryTrac™* system to catalog and document disaster-related coastal damages through extensive photographs, location mapping, and detailed damage descriptions and dimensions.

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.

Hurricane Matthew: Technical Assistance and Grant Management

Hurricane Matthew devastated the coastal communities of Volusia County in October 2016, when it made landfall as a Category 2 hurricane and was responsible for one fatality. With 90% of residents left without power, there were numerous reports of downed powerlines, downed trees, and flooded homes, causing chaos throughout the county.

Client

Volusia County, Florida

Period of Performance

Hurricane Ian: September 2022

– Present

Hurricane Matthew: October

2016 – August 2018

Project Cost

Hurricane Ian: \$496,805.26

Hurricane Matthew: \$399,160

Reference Contact

Jennifer Madewell, Activity

Project Manager

123 W Indiana Ave., Room 300

DeLand, FL 32720

(386) 943-7054 ext. 15574

jmadewell@volusia.org

Our team has been supporting Volusia County for many years and was available to assist prior to the storm making landfall as well as in the immediate aftermath. Tetra Tech mobilized a team within hours and began the process of supporting debris removal monitoring and operations.

In addition to providing debris monitoring services, Tetra Tech was a crucial part of the operations planning team, providing consulting in the EOC while initial operations were unfolding and helping with special disaster-specific tasks like getting temporary debris sites permitted and putting together the documentation to request FEMA approval of debris collection on private roads, and initiating a debris hotline to support citizen questions. Additionally, our team of grant management specialists provided staff augmentation to the County in order to write FEMA project worksheets for reimbursement claims in estimated at \$30,000,000. These project worksheets encompass all categories of work and include improved projects, alternate projects, and 406 hazard mitigation. Tetra Tech is also providing Technical Assistance to the County for other post-disaster federal grants including USDA, HUD, and FHWA-ER.

Tab C – Qualifications and Related Experience of Key Staff

1. Proposed Staff

Tetra Tech has gathered a team of grant management experts to assist the City with its requested scope of work. Both our proposed Project Principal, Chuck McLendon, and Reimbursement Specialist, Alex Torrent, are Volusia County residents ready to support their community as it continues to recover from Hurricanes Ian and Nicole. Our primary day-to-day contact for this engagement will be Ms. Christina Hendrick. Ms. Hendrick will serve as the program manager for this engagement. Information regarding her experience is included on the following page. We understand that this program will deliver transformative projects to support the City's priorities; there is no room for staffing delays in programs that are designed to positively benefit the whole community. **Our key personnel are immediately available to work on the proposed scope of work.**

Tetra Tech brings together a deeply qualified team whose expertise has been sharpened through our response to many of the largest and most complex disasters in recent U.S. history. Our team has in-depth knowledge of multiple funding programs, including the Federal Emergency Management Agency (FEMA) Public Assistance (PA) and Individual Assistance Programs, FEMA Hazard Mitigation Grant Program (HMGP), HUD CDBG Program, U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), National Environmental Protection Agency (NEPA), Office of Inspector General (OIG), U.S. Treasury COVID-19 appropriation, among others.

Our technical advisors have worked with and, in some cases, have served as employees of many of the federal funding agencies that will be providing federal grant support. With these relationships, critical decisions and key issues can be addressed at the highest level. Tetra Tech's close relationships with federal agencies results in a collaborative, nonconfrontational approach. This cooperative approach results in strong working relationships, frequent discussions, fewer disputes, and a faster, more efficient recovery process that ultimately generates higher financial reimbursement to our clients. As previous and current clients will attest, our relationships with FEMA and HUD have allowed us to be strong advocates for our clients' needs and to achieve truly successful results.

We are committed to providing a **consistent and coordinated project team** to successfully complete this scope of work and affirm our ability to commence full operations immediately after notification of award.



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. McLendon, Project Principal is a resident of New Smyrna Beach and has been providing consulting engineering services to federal, state, and local governments across the U.S. for more than 30 years. Chuck has a strong working knowledge of the City including its geography, City maintained facilities, and senior City staff. His background in infrastructure and solid and hazardous waste management has led him to become one of the leading experts in the country in post disaster recovery operations. Mr. McLendon served as Principal in Charge to the City for debris monitoring services following Hurricanes Ian and Nicole. He has routinely assembled large teams to support major infrastructure and emergency response efforts. He has served as Principal in Charge for upwards of 30 major disaster activations including **upwards of \$4 billion in FEMA PA reimbursement**.

Value Add to the City of Port Orange: A Florida resident with more than 30 years of experience in disaster recovery, Mr. McLendon has the personal history with the City and its leaders that will help expedite the recovery process.



Ms. Allison McLeary is a Florida resident and an experienced emergency response and recovery executive with a demonstrated history of over 18 years building meaningful relationships across all levels of government. As **former Recovery Bureau Chief of the Florida Division of Emergency Management (FDEM)**, she offers direct experience administering grant programming throughout the State of Florida. She also served as Recovery Counsel for the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP). She is a steadfast advisor in planning for, responding to, and recovering from challenges and disasters.

Value Add to the City of Port Orange: With 18 years of program administration and policy expertise in federal grant programs, Ms. McLeary is a level-headed expert who can guide the project team with any questions they have.



Ms. Brenna Minor is an accomplished planner and grant expert with 15 years of experience leading teams in grant program administration. She is an innovative team leader and motivator, focused on client satisfaction. Ms. Minor is a key leader in the development and implementation of business strategies during rapid growth and is an avid interpreter of policies and data used to develop procedures, meet program goals, and maximize efficiency across functional areas. In her current role, Ms. Minor provides guidance to state and local governments on housing and other programs funded by CDBG-DR, CDBG-MIT and COVID-19 programs as communities seek to assist residents recovering from disasters. She also leads teams in the implementation and management of disaster recovery housing programs.

Value Add to the City of Port Orange: Ms. Minor's 15 years of experience in serving as a team leader in grant program administration has provided her with experience in the full spectrum of grant management. Her experience in CDBG-DR, CDBG-MIT, CDBG-CV, FEMA, ARPA, and Coronavirus Relief Fund (CRF) projects means that she is able to coach her project teams on how to leverage multiple funding streams.

Project Team

Tetra Tech has identified a team of program staff to support the City. We have selected team members who have previous experience in similar operations. **Brief summaries of each of our team members' experience are provided below. Resumes for these staff have also been provided at the end of this section.**

Proposed Staff	Brief Introduction
Christina Hendrick Program Manager	Ms. Hendrick is a seasoned grant manager with more than 14 years of experience. She has overseen more than \$6 billion of FEMA and U.S. Department of Housing and Urban Development (HUD) grant funding under FEMA Public Assistance (PA), FEMA Hazard Mitigation Grant Program (HMGP), COVID-19, and Community Development Block Grant (CDBG) programs. In her current role as a Deputy Director for financial recovery services, Ms. Hendrick has maintained oversight of Tetra Tech's most critical PA and CDBG recovery projects across 7 FEMA regions , as well as multiple COVID-19 recovery projects utilizing PA, CARES Act and other grant funding. She has served as a business management expert, strategic planner, and business planning leader for clients such as the City of Houston and Harris County, Texas; City of Philadelphia, Pennsylvania; Palm Beach County, Florida; Barnwell County, South Carolina; Dougherty County, Georgia; Richland County, South Carolina; Hamilton County, Tennessee; and states such as Louisiana and Massachusetts.
Value Add to the City of Port Orange: Ms. Hendrick's 14+ years of experience, oversight of more than \$4 billion in FEMA and HUD grant funding, and supervision of critical projects across seven FEMA regions translates into a Program Manager that is prepared to make the City of Port Orange's Disaster Management Consulting Services program a success. Her dedication to continuous process improvement and clear communication serves as a rock-solid foundation for the team.	
Rose Whitehair Subject Matter Expert – FEMA Public Assistance	Ms. Whitehair is a seasoned program manager with over 17 years of disaster and homeland security experience with 28 years in Public Safety. She has managed large-scale incidents including wildfires, hazardous chemical response, droughts, floods, and the current COVID-19 pandemic response. Her experience includes managing and closing out multi-million-dollar federal projects. She assists Tetra Tech with deciphering FEMA, ARPA Final Rule, ARPA Compliance and Reporting Guidance, Treasury OIG Reporting and Recordkeeping Requirements, COVID guidance and the recent Congressional bills, helping to clarify, interpret and lead discussions and updates in federal grant compliance.
Value Add to the City of Port Orange: As a FEMA Public Assistance subject matter expert, Ms. Whitehair is steeped in knowledge and understanding of the ins-and-outs of FEMA Public Assistance grants. Ms. Whitehair is adept at working with clients to ensure that all aspects of their grant applications are clearly submitted in totality.	
Pat Beekman Subject Matter Expert – U.S. HUD	Mr. Beekman is a seasoned military, homeland security and emergency management professional with over 41 years of experience. As the former Director of Homeland Security and Emergency Management for Union County, North Carolina, Mr. Beekman was responsible for managing all budgets, programs, capital improvement projects, studies, and policies for nine departments. For the past three years, Mr. Beekman has been solely dedicated to CDBG programs. His decorated background in the United States Marine Corps instilled a sense of community and the drive to provide humanitarian assistance to those in need.
Value Add to the City of Port Orange: With more than four decades of experience, Mr. Beekman has a depth of knowledge of U.S. Housing and Urban Development's grant programs that is often unheard of. With experience with HUD's CDBG programs, the Treasury's CRF program, and the Department of Health and Human Services' PRF grants in just the past several years, he is up-to-date on the new intricacies of these programs and is ready to support the team that's supporting the City.	
Andy Burns Senior Grant Consultant	Mr. Burns is an experienced FEMA PA grants manager and assists clients with damage assessment, force account reconciliation, and project worksheet (PW) development. Mr. Burns is familiar with project formulation: data collection and dissemination; labor; equipment; and invoice reconciliation; contract compliance review; application development, and project monitoring. He has extensive experience serving Florida-based communities through recovery following recent hurricanes and flooding.
Value Add to the City of Port Orange: Mr. Burns' experience working with many Southern communities, including one in Florida, over the course of his career has given him a thorough understanding of how disaster recovery consulting services run at every level.	

Marilyn Reeves Saulsberry Senior Grant Consultant	Ms. Saulsberry is a seasoned Disaster Recovery Compliance and Monitoring Specialist responsible for supporting CDBG-DR Program compliance. With over 15 years' experience, she has been responsible for creating and overseeing the implementation of operational and programmatic policies and procedures for local, state, and federal governments, ensuring all applicable rules and regulations are adhered to. This includes technical assistance and monitoring across a wide range of program staff, subrecipients, grantees, and vendors to ensure ongoing compliance during standup, implementation, and closeout of projects and programs. In addition, Ms. Saulsberry specializes in federal labor standards, including Davis Bacon, Section 3, Environmental Review, Equal Opportunity and Fair Housing.
Value Add to the City of Port Orange: Ms. Saulsberry's nearly two decades of experience boasts over 1,500 hours of training in topics that are directly related to federal grant management. Her ability to clearly share complex information with her team makes her a great leader for this project.	
Tori Sanford Grant Management Consultant	Ms. Sanford has extensive customer service experience and an ability to learn quickly. Since joining the grants specialist team in 2020, she serves as a point of contact for applicants and reviews reimbursement requests to be processed efficiently and effectively.
Value Add to the City of Port Orange: For the past three years, Ms. Sanford excelled in her role as a Grant Specialist at the South Carolina Emergency Management Division. This background gave her a thorough experience in all aspects of grant management, making her an excellent consultant.	
Stafaneshia Rogers Grant Management Consultant	Ms. Rogers has extensive knowledge of pertinent federal regulations including, application of federal Uniform Grant Guidance (2 CFR Part 200), CDBG, CDBG-DR, CDBG-MIT, CDBG-NDR, CDBG-CV, CSBG, and Section 508 Compliance. She leverages her more than six years of experience working as a Senior Grant Manager with the State and Federal Grant Administrator at Seminole County, Florida, and as the Director of Housing and Facilities Management at a local Community Action Agency, to work alongside government organizations to maximize their federal assistance programs.
Value Add to the City of Port Orange: Ms. Rogers has six years of experience as a Public Housing subject matter expert, during which she worked with a variety of clients. This experience gave her a background in working alongside local governments to maximize their federal assistance programs.	
Alex Torrent Reimbursement Specialist	Ms. Torrent has 20 years of experience in various public works operations, accounting and management positions. Prior to joining Tetra Tech, she served as a Project Manager for the City of Port Orange where she oversaw various capital projects and maintenance programs. She also managed the City's debris removal program following Hurricane Irma. 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.
Value Add to the City of Port Orange: A local in Volusia County, Ms. Torrent's experience with clients makes her an expert in reimbursement in the state. Her attention to detail will result in applicants being eligible for the best possible reimbursement.	
Vicki Boguszewski HUD Case Manager	Ms. Boguszewski is Tetra Tech Case Manager and holds a Master of Public Health focused on policy management and program administration, adaptations to the public health impacts of climate change, and building resilience through social cohesion. She has ample knowledge and experience analyzing data and researching adaptation opportunities. Ms. Boguszewski earned her B.A. in Cultural Anthropology with a focus on Latin America and the Caribbean, and she earned a Graduate Certificate in the application of arts-based methods to the practice of public health.
Value Add to the City of Port Orange: Ms. Boguszewski's background as a Master of Public Health provides her with a unique view on policy management and program administration. Her dedication to the cases she oversees is clear to all involved as she works diligently to support communities.	
Alex Garde, P.E. Senior Engineer	Mr. Garde is a licensed Professional Engineer with over ten years of experience in structural and civil engineering. He has experience in a wide variety of projects, including disaster recovery and international projects. Mr. Garde has extensive experience providing damage assessments, cost estimates, identifying mitigation solutions, and overall understanding of infrastructure and water projects. Most recently, Mr. Garde served as Technical Specialist Lead following the devastating effects of Hurricane Maria in Puerto Rico.
Value Add to the City of Port Orange: Mr. Garde's background as a Professional Engineer and more than 10 years of experience in the field of structural and civil engineering will support the City of Port Orange's damage intake support efforts. He excels at leading teams of inspectors and engineers who accurately assess and document damage.	

Alec Rozas Engineer	Ms. Rozas has four years of engineering and program expertise in the administration of FEMA Public Assistance (PA) program on behalf of the State of Texas and Puerto Rico. She is adept at leading teams of Field Inspector Engineers executing site visits to document damages.
Value Add to the City of Port Orange: Ms. Rozas' expertise in damage intake support was forged in the difficult aftermath of Hurricane Maria in Puerto Rico. As a task force lead, she managed a team's site visits and ensured that they accurately documented the damage description and assessments, laying the groundwork for successful grant applications.	
Jenn Lenart GIS Analyst	Ms. Lenart is the National GIS Coordinator for the mitigation and resilience practices for EMCR. She obtained a Master of Environmental Management from Duke University and joined Tetra Tech as a natural resource planner and economist in June 2017, specializing in water resources management and economics. Ms. Lenart has performed large data analyses in ESRI ArcGIS, FEMA's Hazus-MH Tool, and FEMA's BCAR tool; led technical teams to develop data analyses for vulnerability assessments; and has developed story maps to support the distribution of information about areas at risk and hazards of concern.
Value Add to the City of Port Orange: Ms. Lenart applies her GIS expertise under a disaster recovery lens. Her recent efforts focus on benefit costs analyses, hazard mitigation planning, and spatial analysis.	
Beverly Blanton Administrative Support	Ms. Blanton is a strategic business associate experienced in effective management creating productive, efficient, and satisfied departments. She is a results-oriented supervisor with 10 years of progressive experience in fast-paced organizations that embraces challenges, resolves problems, and is committed to meeting all objectives with an established reputation for quality, satisfaction, and results. She is a creative thinker, problem solver, and decision maker proven to effectively balance the objectives of the organization and is highly effective in building cohesive work teams and process development. Her expertise is turning around problematic situations and facilitating organizational change management.
Value Add to the City of Port Orange: Florida resident and deeply rooted experience in administrative support, Ms. Blanton has served in an administrative role for many other similar communities during disaster recovery programs.	

Resumes

Resumes of our senior management and proposed program staff teams can be found at the end of this section.



32+ YEARS OF EXPERIENCE

125M CYS OF DEBRIS

\$4B 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 \$4 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.

Allison McLeary, Esq.

Senior Management Team



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.** She also served as Recovery Counsel for the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP). 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, perform 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.

**15** YEARS OF
EXPERIENCE**Areas of Expertise**

Program Operations & Administration
Housing Applicant Intake
CDBG and CDBG-DR Regulations
CDBG-MIT
Coronavirus Relief – FEMA, CRF and CDBG-CV
Davis-Bacon Compliance
Document Management
Eligibility Review
Hiring, Training and Development
Policy Analysis and Interpretation
Regulatory Interaction
Reporting
Technical Assistance

Key Training/Certifications

American Institute of Certified Planners (AICP) Certification
State and federal trainings including: Fair Housing, Uniform Relocation Act, Environmental and Procurement regulations

Education

Tufts University, Master of Arts in Urban and Environmental Policy and Planning, 2007

Boston University, Bachelor of Arts in Political Science, 2005

EXPERIENCE SUMMARY

Ms. Minor is an accomplished planner and grant expert with 15 years of experience leading teams in grant program administration. She is an innovative team leader and motivator, focused on client satisfaction. Ms. Minor is a key leader in the development and implementation of business strategies during rapid growth and is an avid interpreter of policies and data used to develop procedures, meet program goals, and maximize efficiency across functional areas.

In her current role, Ms. Minor provides guidance to state and local governments on housing and other programs funded by CDBG-DR, CDBG-MIT and COVID-19 programs as communities seek to assist residents recovering from disasters. She also leads teams in the implementation and management of disaster recovery housing programs.

Ms. Minor has served as program manager for the preparation and implementation of over \$5 billion in disaster recovery and community development projects, including with the Texas General Land Office's (GLO) Hurricane Harvey Community Development Block Grant-Disaster Recovery (CDBG-DR) programs and the Puerto Rico Department of Housing Hurricanes Maria and Irma CDBG-DR and MIT programs. She provides subject matter expertise, policy review and analysis, SOP development, and hires specialized personnel for key project management positions.

RELEVANT EXPERIENCE**Practice Lead (May 2020 – Present)****Tetra Tech, Inc. | Austin, TX**

As the HUD practice lead for Tetra Tech Disaster Recovery, Ms. Minor leads teams and provides subject matter expertise to government clients implementing federal grant programs. She currently works with CDBG-DR, CDBG-MIT, CDBG-CV, FEMA, ARPA, and Coronavirus Relief Fund (CRF) projects. Her duties include researching and providing guidance on policies, implementing project management systems, developing action plans and applications, and communicating regularly with clients.

Project Executive (October 2022 – Present)**Puerto Rico Department of Housing | CDBG-DR Housing Program**

Ms. Minor oversees Tetra Tech's implementation of the Home Repair, Reconstruction or Relocation program which affected residents with housing recovery following the devastation of hurricanes Maria and Irma.

Puerto Rico Department of Housing | CDBG-DR City Revitalization Program

Ms. Minor led the startup of the multi-sector City Revitalization Program which assists local municipalities in Puerto Rico with spending housing, infrastructure and economic development funding post-hurricane.

Virgin Islands Housing Finance Authority | CDBG-DR Electrical Grid Action Plan

Assisted the Virgin Islands Housing Finance Authority with developing programs and projects in for their \$64 million CDBG-DR allocation from HUD.

Metropolitan Development & Housing Authority | CDBG-DR/MIT Housing Action Plan

Oversaw a team developing the Metropolitan Development & Housing Authority programs and projects for their \$10 million CDBG-DR/MIT allocation from HUD.

Senior Program Manager (March 2021 – January 2022)**Various Clients | Emergency Rental Assistance Program**

Develop policies and procedures, interpret Treasury guidance and lead project management teams in the implementation of ERA programs totaling more than \$1 billion in assistance.

- State of Texas ERA program management – over 20,000 applicant files reviewed to-date
- City of Philadelphia ERA technical assistance
- Fort Bend County, Texas COVID-19 relief appeals processing
- Leon County, Florida ERA program management
- Broward County, Florida ERA program management

Senior Advisor (June 2020 – June 2021)**U.S. Virgin Islands | CDBG-MIT Action Plan**

Assisted the Virgin Islands Housing Finance Authority with developing programs and projects in the areas of housing, infrastructure, economic development, and public services for their \$774 million CDBG-MIT allocation from HUD. Led a team drafting the CDBG-MIT Action Plan which was submitted to HUD and approved.

ADDITIONAL EXPERIENCE

Senior Vice President and Vice President (January 2011 – October 2019)**GrantWorks, Inc.**

Ms. Minor formulated and implemented the firm's strategies and policies as a member of executive team, including strategies for maintaining success during rapid growth from 60+ employees to 160+ employees in a 1-year period. Ms. Minor established relationships, developed proposals, and negotiated and managed contracts.

As Vice President, Ms. Minor led the functions of the largest department in the company implementing federal and state grant programs for local governments, the majority of which were CDBG and CDBG-DR funded. She developed organizational tools and strategies to ensure projects were completed on time; conducted employee reviews and made staffing decisions; and interpreted government publications and regulations as they pertain to project implementation and disseminated new information to a team of 20+ project managers that later grew to more than 50. Ms. Minor also developed internal policies and procedures and grew teams in new areas of grant management, such as FEMA programs.

Director of Community Development (December 2009 – July 2011)**GrantWorks, Inc.**

Ms. Minor provided technical assistance in preparing hundreds of Community Development applications for CDBG and CDBG-DR infrastructure projects. She developed processes and forms to streamline project management and incorporate staff comments and coached project managers on maintaining productive relationships with clients, engineers, and state agencies. She provided continuous support, technical assistance, and training for project management staff and served as company liaison with clients and key stakeholders. Ms. Minor also attended trainings and webinars with project managers in order to hone program knowledge and maintain certifications.

Project Manager (August 2007 – December 2009)**GrantWorks, Inc.**

Ms. Minor managed 50+ Community Development Block Grant (CDBG) infrastructure projects for Texas communities. She worked directly with local government officials, project engineers, and staff members of state agencies and managed financial and technical project requirements to meet strict state and federal thresholds. Ms. Minor conducted public hearings and presented comments to local governments. She also prepared and submitted project paperwork, such as contract amendments, Davis-Bacon compliance documents, environmental studies, invoices, budget modifications and project completion reports.

GIS Specialist and Graduate Assistant (August 2005-May 2007)**Tufts University**

Ms. Minor was a graduate assistant to the Urban and Environmental Policy and Planning program at Tufts University. She also served as a GIS specialist for the Tufts GIS Laboratory.



14+ YEARS OF
EXPERIENCE

77 DISASTERS

\$6B GRANT
FUNDING

Areas of Expertise

Program Design / Implementation

Grant Administration

Business Planning

Project Budgeting & Accountability

Reimbursement Maximization

Process Engineering

State and Federal Regulations/Policies

Process Improvement

Resource Management

Grant Experience

FEMA PA AND FEMA HMGP

CDBG

CARES Act

Key Training/Certifications

Project Management Professional
(PMP)

Education

Louisiana State University
Master of Public Administration, 2011

Louisiana Tech University Bachelor of
Liberal Arts, Political Science/Pre-Law
and English, 2006

EXPERIENCE SUMMARY

Christina Hendrick is a seasoned grant manager with more than 14 years of experience. She has overseen more than **\$6 billion** of Federal Emergency Management Agency (FEMA) and U.S. Department of Housing and Urban Development (HUD) grant funding under FEMA Public Assistance (PA), FEMA Hazard Mitigation Grant Program (HMGP), COVID-19, and Community Development Block Grant (CDBG) programs.

In her current role as a Deputy Director for financial recovery services, Ms. Hendrick has maintained oversight of Tetra Tech's most critical PA and CDBG recovery projects across **7 FEMA regions**, as well as multiple COVID-19 recovery projects utilizing PA, CARES Act and other grant funding. She has served as a business management expert, strategic planner, and business planning leader for clients such as the City of Houston and Harris County, Texas; City of Philadelphia, Pennsylvania; Palm Beach County, Florida; Barnwell County, South Carolina; Dougherty County, Georgia; Richland County, South Carolina; Hamilton County, Tennessee; and states such as Louisiana and Massachusetts.

Ms. Hendrick specializes in the technical intricacies of grant management – from budgeting and quality control to finance planning and staffing – and excels in clear communication and reporting to deliver client satisfaction.

RELEVANT EXPERIENCE

Tetra Tech, August 2017 – Current

Deputy Director of Financial Recovery Services

- Directly manages program managers spanning 7 FEMA regions, providing guidance and direction on PA, Individual Assistance, HGMP, CDBG, 404, 406 and 428 mitigation programs from Alaska to Puerto Rico.
- Maintains oversight of project operations across financial recovery practice nationwide, including management of budget, contracts, task orders, staffing, implementation, and compliance.
- Create Standard Operating Procedures and process improvements for all projects across the practice.
- Management and oversight of approximately 50 projects from small recovery operations to \$35 million budget operations.
- Ensure adherence to project accountability and revenue recognition as well as verifying the audit process.
- Maintain expert knowledge of state and federal regulations to provide feedback and improvement suggestions to governing entities, such as FEMA, HUD, U.S. Treasury, and other grant funding agencies.
- Create and foster long-term client relationships.

Disaster Recovery Management Consultant – City of Houston, Texas

- Oversaw the technical team completing project worksheets (PWs) for estimated expenditures associated with Categories A and B totaling \$360 million.
- Created standard operating procedures for site inspection, project formulation, grant management, and closeout processes.
- Oversaw technical teams conducting site inspections for infrastructure projects.
- Managed and tracked federal funds and activities through the New Delivery Model to submit up to \$2.1 billion in infrastructure funds.

- Oversaw day-to-day operations, subcontractor staff, and subject matter experts, implementing the program and interpreting rules and guidelines for the best remedy in place for each situation.
- Led project teams responsible for collecting data from City of Houston departments in the project formulation process for the recovery project.
- Ensured adherence to project accountability and revenue recognition as well as verified the audit process.
- Led financial tracking of all project activities to remain in compliance with Federal and contractual requirements.

Program Manager (CRF-Treasury and FEMA Grant Management) – City of Philadelphia, Pennsylvania

- Provides consulting services to the City in response to the COVID-19 emergency regarding current and future available funding and cost recovery sources from state and federal agencies.
- Reviews investment justifications and Scopes of Work for projects requested by City of Philadelphia departments for inclusion in the COVID-19 Spend Plan.
- Provides procurement support to the City for active and future COVID-19 related procurements by reviewing applicable documentation for compliance with Federal, State, and Local requirements specific to the Grant/Fund selected for the project.
- Liaises with City leadership to collect and review COVID-19 costs and relevant documentation submitted by departments and review/reconcile relevant project documentation for compliance with selected Grant/Fund source and submit Compliance Memorandum deliverables outlining potential reimbursement pitfalls and corrective action.
- Oversees auditing of cost data (time sheets, project specific costs, outgoing payments to funding recipients (residents, businesses) to ensure all activities have been performed to follow City project SOPs and guidelines to avoid fraud, waste and abuse of funds.

Deputy Director, Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) | Multiple Disasters – Baton Rouge, Louisiana

- Disaster Recovery Program Management consultant leading PA Recovery for multiple Disasters declared within the state of Louisiana.
- Direct and manage project team, providing guidance and direction on PA, performing cost analysis determinations for completed work, insurance review and reconciliation as well as eligibility reviews for management cost associated with implementing approved projects.

Deepwater Horizon Economic and Property Damages Settlement Program, August 2012 - August 2017

Federally appointed Senior Executive in charge of the Subsistence Program and Program Manager of IT Vendors for the Deepwater Horizon Economic and Property Damages Settlement Agreement, the largest class action settlement of its type in history.

Director of Subsistence Programs (Economic and Property Damage Claims), New Orleans, LA

- Created and Implemented Subsistence Program across 7 states (Alabama, Florida, Louisiana, Mississippi, New York and Virginia), 9 vendors, 70 managers (attorneys and analysts) facilitating the compensation of over \$460 million dollars to fisherman and hunters for their losses resulting from the oil spill in April of 2010.
- Negotiated policies at Panel Hearings with the parties, vendors, and Claims Administrator staff.
- Administered and monitored awards, as well as monitoring and evaluating program participants. Eliminated inefficiencies among claimant submissions and program processes with all pro se claimants and law firms within the program.
- Appointed to the Court Approved Data Retention Team to interpret and executed court ordered data retention policies and processes.

Program Manager of IT Vendors, New Orleans, LA

Directed all IT vendors within the Deepwater Horizon Economic and Property Damages Settlement Agreement implementing best practices for change management, cost control, IT asset management and IT vendor management within \$66.2 million budget. Negotiated agreements and manage contacts for continued support planning (staff, infrastructure, services, software, etc.). Managed the wind down and closeout of all IT related systems as required by program closeout policy and data retention order.

CDM Smith, March 2011 - August 2012

Economic Development Program Administrator, CDBG Disaster Recovery Program, Springfield, IL

- Administered and monitored grants in CDBG/Economic Development programs; monitored and evaluated program participants; developed and compiled reports.
- Prepared scopes of work and RFPs to assist program participants in hiring contractors to complete project components.
- Tracked project costs, including reviewing pay requests from program participants to assure compliance with grant agreements, program requirements, and applicable regulations.
- Monitored project performance, created and shared status reports, monitored KPIs, and forecasted staffing/resource needs.
- Business management, strategic planning, business plan preparation, assistance tailored specifically toward microenterprises and start-ups, loan application and preparation services, and other technical assistance, such as accounting, insurance, marketing and legal.

Community Stabilization Program (CSP) Administrator, CDBG Disaster Recovery Program, Springfield, IL

- Administered and monitored grants in CDBG/Economic Development programs; monitored and evaluated program participants.
- Monitored project performance, created and shared status reports, monitored KPIs, and forecasted staffing/resource needs.
- Reviewed programs and policies and prepared scopes of work/RFPs to assist in hiring contractors to complete project components.
- Completed site visits to review documentation and meet with program participants. Addressed local needs in the post-flood revitalization efforts to assure positive changes to support the short and long-term stabilization and revitalization of affected communities.

Affordable Housing Program (AHP) Administrator, CDBG Disaster Recovery Program, Springfield, Illinois

Administered and monitored grants in CDBG/Economic Development programs; monitored and evaluated program participants. Completed site visits to review documentation and met with program participants.

Special Projects Administrator, Tioga County, New York, April 2012

Tioga County Damage Assessment-Hurricane Irene and Tropical Storm Lee.

Louisiana Department of Wildlife and Fisheries, March 2007 - March 2011

State Recovery Specialist/Outreach Coordinator (Federal Block Grant Programs) (September 2009 – March 2011)

- Managed 4 projects within CDBG-funded federal fishery recovery program, including:
 - Writing program charter and guidelines
 - Managing program operations, including scope, budget, and deliverables
 - Developing and implementing objectives and policies for applications
 - Tracking and reporting project status, KPIs, performance, and costs
 - Directly managing project team
 - Conducting outreach, training, and technical assistance for potential disaster recovery grantees
- Designed and implemented application tracking system including user training and system oversight and permit and landing tracking system including user training and system oversight.
- Designed and delivered public presentations regarding recovery needs and activities to a variety of audiences including elected officials, media representatives, and other interested parties across Louisiana.

Disaster Recovery and Emergency Operations Assistant (March 2007 – September 2009)

Coordinated cabinet-level discussion among various state and federal agencies regarding combined efforts for recovery from Hurricanes Gustav and Ike. Lead contact person for LDWF Emergency Operations Center during Hurricanes Gustav and Ike under the direction of the Enforcement division. Managed web-based emergency operation center where field reports of oil and affected wildlife sightings are documented and assigned to local, state and federal officials for action.

Louisiana Office of Community Development-Disaster Recovery Unit, May 2006–March 2007

Disaster Recovery Specialist/Paralegal

Prepared a variety of CDBG disaster recovery-related legal documents, including contracts, cooperative agreements, grant agreements, property covenants, affidavits, statements of assurance, and MOUs. Coordinated research efforts for ensuring all federal and state statutory and regulatory requirements were met in legal documents. Primary liaison to the Road Home Corporation in its CDBG disaster recovery activities associated with the Homeowners Assistance Program.

17 YEARS OF
EXPERIENCE

30 DISASTER
DECLARATIONS

Areas of Expertise

EOC Operations
COVID-19 Pandemic Response
Grant/Project Closeout
Large-Scale Incident Response Tribal-
State-Federal Coordination
State Coordinating Officer (SCO)
Tribal Coordinating Officer (TCO)
Grant/Project Closeout
Tribal CERT/Tribal TEEN CERT
Instructor/Coordinator

Disasters

4245 TX FLOOD
4241 SC FLOOD
4240 CA WILDFIRE
4223 TX FLOOD
4222 OK FLOOD
4193 NAPA EARTHQUAKE
& SEVERAL MORE

Grant Experience

FEMA PA
FEMA IA/IHP/ONA ADMIN PLANS
FMAG
STATE DAP
CORONAVIRUS RELIEF FUNDS
(INCLUDING COMPLIANCE FOR
CARES ACT, ARPA, BIL/IIJA, CAA 2021,
IRA)
INFRASTRUCTURE FUNDS
USDA/NRCS

Education

The University of New Mexico
Bachelor of University Studies, Major
Emergency Medical Services, Minor in
Navajo Language, 2002

EXPERIENCE SUMMARY

Ms. Whitehair is a seasoned program manager with over 17 years of disaster and homeland security experience with 28 years in Public Safety. She has managed large-scale incidents including wildfires, hazardous chemical response, droughts, floods, and the current COVID-19 pandemic response. Her experience includes managing and closing out multi-million-dollar federal projects. She assists Tetra Tech with deciphering FEMA, ARPA Final Rule, ARPA Compliance and Reporting Guidance, Treasury OIG Reporting and Recordkeeping Requirements, COVID guidance and the recent Congressional bills, helping to clarify, interpret and lead discussions and updates in federal grant compliance.

She has assisted with providing testimony to the U.S. Congress and created correspondence to the White House for disaster requests and declarations including the recent COVID-19 pandemic.

Additionally, as the former Director of the Navajo Nation Department of Emergency Management, Ms. Whitehair brings invaluable experience with tribal-state-federal coordination. The Navajo became the First Tribe in Arizona, and firsts in the nation, to get aid directly from the Federal government via a Stafford Act Declaration. She was inducted as one of the first Native Americans into the International Women in Homeland Security and Emergency Management Hall of Fame. She served as Tribal Advisor to the National Domestic Preparedness Council (NDPC) and volunteers with Team Rubicon with her boots-on-the-ground experience as an EMT, Fire Fighter and her Trauma Team experience, thus providing her patient care experience

RELEVANT EXPERIENCE

Tetra Tech (2020-Present)

Subject Matter Expert | Various Projects

- Assists Program Managers and Disaster Recovery teams by interpreting interim policies and procedures to assist with grant compliance.
- Provides written guidance and federal regulation background material in preparation for meetings with agencies and states to provide clear direction for funding options.
- The support and direction that Rose provides, helps others maneuver through the multiple funding options for COVID relief available and distributed at various levels of government, including different federal financial resources, grant and loan opportunities.
- Rose tracks other congressional bills to ascertain their impacts on federal requirements, current funding and to assist with planning for efficient use of funds and to reduce possible duplication of benefits.

New Mexico Department of Homeland Security and Emergency Management (2016-2020)

State Coordinating Officer/Recovery Unit Manager/Emergency Operations Center Director

- Task Force Lead and State Coordinating Officer managing COVID Emergency Operations Center staff during the pandemic response in the state of New Mexico. Partnered with other agencies encompassing over 3,000 responding state and tribal agency personnel, including the National Guard.

- Rose activated and operated the State EOC for wildfires, floods, large scale events, disaster declarations, establishing protocols for all Support Functions from several cross-functional teams across the entire state to include all state agencies, counties, Tribal Nations, hospitals, first responders, private non-profits, the National Guard and municipalities.
- Led and managed response and recovery (warehouse/delivery/sheltering) support functions for the COVID-19 Emergency Operations Center supporting Incident Command Posts for 106 municipalities, 33 counties and 23 tribes.
- Assisted with COVID Response and Recovery duties monitoring and guiding Alternate Care Facilities, Non-Congregate Sheltering Public Health Orders policies and documentation, feeding and distribution of food and water to rural communities. Certified SCO (State Coordinating Officer) through FEMA for EOC Activation of COVID-19 Pandemic Response for DR-4529-NM.
- Activated and operated the State of New Mexico's EOC for wildfires, floods, large scale events, disaster declaration including the COVID-19 pandemic response, established protocols for all Emergency Support Functions from several cross-functional teams with efforts across the entire state to include all state agencies, counties, Tribal Nations, hospitals, first responders, private non-profits, the National Guard and municipalities.
- Assisted the NM DHSEM with the management and administration of Federal and State disaster programs.
- Assisted stakeholders and State/Tribal/Federal agencies with the goal of recovery and emergency restoration of facilities, and other critical infrastructure. Focused on closing out multi-million-dollar federal projects.
- Developed and evaluated programs and policies to achieve the State's goals for providing Federal and State disaster assistance to all stakeholders, including Tribal Nations, municipalities, counties, private non-profits & acequias.
- Performed damage assessments; site inspections, conducted routine evaluations of the sites, compiled data, provided training and presentations for requests for state and federal disaster declarations.
- Coordinated with other agency programs and access to grant funding to eligible recipients. Tracked and maintained data on grant utilization to relevant federal, state, local, and tribal jurisdictions. Monitored sub-grantee compliance with grant requirements.
- Created correspondence to the White House for federal assistance for recent disaster declarations including the COVID-19 pandemic.
- Assisted as liaison to the Federal Emergency Management Agency for activities related to Federal disaster assistance, while providing recovery guidance, grant documentation and closeout for FEMA Public Assistance funds, FMAG and State DAP (Disaster Assistance Program) to our clientele.
- Assisted with Recovery Duties under the ICS/ESF assigned for the NM State EOC. Monitored and guided Alternate Care Facilities, mortuary trailers, PPE, cots, non-congregate sheltering, feeding and distribution of food and water.
- Certified SCO (State Coordinating Officer) through FEMA for EOC Activation.
- Brought to the state its first team of FEMA Corps/AmeriCorps students to assist with Recovery efforts and tasking procedures to ensure all disaster documentation was accounted for.

High Water Mark, LLC (2015-2016)

Emergency Manager, Emergency & Response

- Assisted with Tribal-State-Federal coordination of client responses to Homeland Security Office of the Inspector General Audits.
- Advised clients of sub-grantee and grantee requirements of Federal and State grants, thus assisting with successful documentation and closeout of FEMA projects.
- Coordinated limited training budgets of less than \$10,000 for emergency responders, disaster documentation training for Tribes, including the NIMS, ICS, IAP overviews.
- Assisted the National Domestic Preparedness Consortium (NDPC) outreach to Tribes, Territories and Alaska Natives.

41 YEARS OF
EXPERIENCE

Areas of Expertise

Recovery and Resiliency Programs
(CDBG-DR, HMGP, IA, PA)

State Homeland Security Strategies

National Planning Scenarios

Investment Justification Process

Emergency Management

Homeland Security

Training and Exercise
Development

Urban Areas Security Initiative
(UASI) Compliance

Target Capabilities Assessments

Key Training/Certifications

Federal Emergency Management
Agency (FEMA)-Certified Instructor
of Homeland Security for Local
Governments and WMD
Awareness Course

Certified Instructor of ICS 100 and
ICS 200

HSEEP-Certified

Hazardous Materials (HAZMAT)
Operations Level

Education

Miami University, Bachelor of Arts,
Political Science, 1980

EXPERIENCE SUMMARY

Mr. Patrick Beekman is a seasoned military, homeland security and emergency management professional with over 41 years of experience. Mr. Beekman is a principal leader of teams tasked with developing a range of case management and emergency management programs for public and private sector clients nationwide. As the former Director of Homeland Security and Emergency Management for Union County, North Carolina, Mr. Beekman was responsible for managing all budgets, programs, capital improvement projects, studies, and policies for nine departments. His firsthand experience overseeing various departments in local government provided Mr. Beekman with an invaluable background for when he joined Tetra Tech.

Mr. Beekman was deployed as part of an incident management team for several disasters, including the following: to counties devastated by Hurricanes Isabel and Frances; to Incident Command Post Mobile, AL, to help with the hurricane response planning for the Deepwater Horizon oil spill; to Richland County, SC, in response to and recover from the historic storm and floods of October 2015; to Orlando, FL, to oversee Tetra Tech's debris monitoring efforts in Houston, TX, and the State of Florida; to Harris County, TX, to develop the multi-million dollar CDBG-DR Housing, Buyout and Infrastructure Recovery Program from Hurricane Harvey; and finally, back to Richland County, SC, to assist in the response and recovery of the COVID-19 disaster.

For the past three years, Mr. Beekman has been solely dedicated to Community Development Block Grant (CDBG) programs. His decorated background in the United States Marine Corps instilled a sense of community and the drive to provide humanitarian assistance to those in need. His training experience has benefitted his colleagues in the Case Management practice as they continue to grow in their professional roles.

FEATURED RELEVANT EXPERIENCE

Case Management Practice Lead (October 2020 – Present)

Various Projects and Clients

Mr. Beekman established Tetra Tech's Disaster Recovery business unit's Case Management Practice to include all CDBG-DR programs, emergency rental assistance programs and homeowner assistance fund programs across the business unit. Mr. Beekman is responsible for successfully executing these programs and grow additional work with our clients.

The CDBG-DR clients include Puerto Rico; Harris County, TX; Richland County, SC; Lexington County, SC; Monroe County, FL; St. Johns County, FL, and the City of Marathon, FL. The Emergency Rental Assistance Program (ERAP) clients include Richland County, SC; Charleston County, SC; Greenville County, SC; City of Winston-Salem, NC; Forsyth County, NC; Mobile, AL; Leon County, FL; Pinellas County, FL; City of St. Petersburg, FL; and the State of Texas. The Homeowners Assistance Fund (HAF) clients include the State of Maryland and the State of Florida.

Assistant Local Disaster Recovery Manager for the COVID-19 Response and Recovery and Subject Matter Expert (March 2020 – December 2022)

Recovery Response and Recovery Planning and Implementation | Richland County, SC

Mr. Beekman was the assistant local disaster recovery manager for assisting in the response and recovery of Richland County during the COVID-19 disaster. Mr. Beekman prepared and presented numerous presentations to senior County staff and elected officials. Mr. Beekman chaired the small business grant program. For the CARES Act, he oversaw the County's management of the Provider Relief Fund (PRF) from HHS; the Coronavirus Relief Fund (CRF) from the U.S. Department of Treasury; the FEMA-PA grant program; and the CDBG-CV program from HUD. Mr. Beekman also developed the grant proposals for the Coronavirus Emergency Supplemental Fund (CESF) for the detention center and the County Court system. Mr. Beekman was also involved with assisting with the mass fatality impacts to the Coroner's Office; the vaccination distribution plan; and ERAP from the second round of stimulus funds passed by Congress and signed into law.

Program Design and Management, Community Development Block Grant – Disaster Recovery Housing, Buyout, and Infrastructure Program (October 2019 – March 2020)

CDBG-DR Design and Program Management | Harris County, Texas

Following Hurricane Harvey's devastation to Harris County, Texas, Tetra Tech was selected to design and manage their CDBG-DR programs. Mr. Beekman designed the program and began the implementation of the program until turning over the program to the permanent program manager. Mr. Beekman oversaw the policy development, process flow design, and the development of the program's process and procedures manuals and forms. Mr. Beekman oversaw the hiring and training of staff. Finally, Mr. Beekman oversaw the implementation of the program driving production to targeted intake and eligibility review approvals for the Housing Assistance Program (HAP); Housing Reimbursement Program (HRP) and the property buyout programs (both voluntary and involuntary).

Lead Recovery Planner and Subject Matter Expert (August 2018 – January 2019)

Recovery Planning | Miami-Dade County, Florida

Mr. Beekman was the lead recovery planner in the writing of Miami-Dade County's Recovery Plan and their Post Disaster Redevelopment Plan (PDRP). Mr. Beekman was called in for this project while still overseeing the Richland County Community Development Block Grant – Disaster Recovery (CDBG-DR) program. Mr. Beekman introduced the County to FEMA's Public Assistance (PA) model for cost recovery. Mr. Beekman facilitated a number of key stakeholder meetings resulting in an upgrade to the County's existing plans.

Program Management, Recovery Planning and Operations (October 2015 – October 2019)

Richland County, SC

Much of South Carolina and North Carolina experienced a historical rainfall event from October 1-October 4, 2015. Richland County did not have a recovery plan in place or anyone capable of managing the lengthy recovery process. Based on Mr. Beekman's extensive real-world operational experience and his planning background, he was deployed immediately to Richland County to build and implement recovery plans, processes, and procedures. Mr. Beekman quickly conducted an unmet needs assessment, developed a recovery concept of operations that complied with the National Disaster Recovery Framework (NDRF), and a recovery plan that brought together the resources necessary to meet the County's unmet needs with a process that supported and involved the whole community to build back to a new desired recovery end state. Mr. Beekman was then appointed as the Assistant Local Disaster Recovery Manager (LDRM) to help the county implement their recovery operations and to mentor the County's Recovery Manager. Mr. Beekman developed and oversaw the County's selection and development of projects for the Hazard Mitigation Grant Program (HMGP) that were the first projects approved by the State of South Carolina's Hazard Mitigation Officer (SHMO). He also developed and oversaw the implementation of HMGP projects for Hurricane Matthew and Hurricane Irma. Mr. Beekman fully integrated Richland County staff into the Volunteer Organizations Active in Disaster (VOAD) run Long-Term Recovery Group (LTRG) to leverage significant volunteer and non-governmental resources to help to meet Richland County's unmet needs. Mr. Beekman also was involved with overseeing the County's PA program for the floods of October 2015 and Hurricane's Matthew and Irma.

Mr. Beekman helped to develop the County's community outreach program to receive the community's input for the development of the action plan for the \$52.5 million in CDBG-DR that the County received from HUD. Mr. Beekman facilitated the development of the County's Debris Management Plan (DMP). Finally, Mr. Beekman managed the CDBG-DR program overseeing \$52.635 million in HUD funds. These programs included the single-family rehabilitation program; the single-family rebuild program; and HMGP's voluntary single-family buyout program.

5 YEARS OF
EXPERIENCE

Areas of Expertise

Disaster Recovery
Project Management
Grant Funding
Logistics
Procurement Review
QA/QC

Grant Experience

FEMA Public Assistance
FEMA Community Disaster Loan
NRCS Emergency Watershed
Protection Program
Florida State Revolving Emergency
Fund
Florida DEM State Recovery Grant
Program

Disasters

Hurricane Irma
Hurricane Michael
Hurricane Sally
Hurricanes Laura, Delta, and Zeta, LA
COVID-19

Training/Certifications

FEMA Grants Manager
FEMA Program Delivery Manager

Education

B.A. English
Clemson University
December 2015

EXPERIENCE SUMMARY

Mr. Andrew Burns is an experienced FEMA Public Assistance (PA) grants manager and assists clients with damage assessment, force account reconciliation, and project worksheet (PW) development. Mr. Burns is familiar with project formulation: data collection and dissemination; labor; equipment; and invoice reconciliation; contract compliance review; application development, and project monitoring.

RELEVANT EXPERIENCE

Project Manager (December 2018 – Present)

City of Lynn Haven, FL; City of Callaway, FL; City of Albany, GA; Dougherty County, GA; Walton County, FL; Vernon Parish, LA; City of Abbeville, LA; City of Lafayette, LA; Housing Authority of South Landry Parish, LA

Mr. Burns serves as the project manager for nine clients in the financial recovery program, responsible for the day-to-day operations of the engagement including field operations and contractual aspects. This also includes serving as the primary point of contact for client staff, contractors and FEMA representatives; maintaining appropriate staffing levels; implementing quality assurance and control measures; review of daily contractor activity, and; review and submittal of contractor invoices. Among these clients, Tetra Tech has secured the following disaster recovery grant and loan amounts for Hurricane Michael with additional disasters still ongoing

City of Lynn Haven	\$47,155,369.24
City of Callaway	\$31,757,963.07
City of Albany	\$15,598,189.79
Dougherty County	\$4,435,462.28

Program Delivery Manager (October 2017 – 2018)**AECOM | Hurricane Irma**

Managed projects and grant funding for the FEMA coordinated disaster relief efforts for Hurricane Irma in the state of Georgia.

- Managed FEMA projects for 7 different government entities statewide.
- Secured over \$5 million in funding for rebuilding critical infrastructure.
- Served as the sole point of contact for the GA Department of Natural Resources, the third largest applicant in the state.

16 YEARS OF
EXPERIENCE

Areas of Expertise

FEMA/HUD Oversight

Programmatic & Fiscal Monitoring

Subrecipient Compliance

Government Coordination

Training

Grant Experience

CDBG-DR

CARES Act

CDBG-MIT

SHIP

Key Training/Certifications

Project Management Professional
(PMP) Candidate

Certified Administrator, Integrated
Disbursement and Information
System (IDIS)

Certified Administrator, Disaster
Recovery Grant Reporting System
(DRGR)

Education

Master of Business Administration
(MBA) Candidate, Nova Southeastern
University, Davie, FL

Bachelor of Science in Legal Studies
(BS), Nova Southeastern University,
Davie, FL

EXPERIENCE SUMMARY

Ms. Saulsberry is a seasoned Disaster Recovery Compliance and Monitoring Specialist responsible for supporting CDBG-DR Program compliance. With over 15 years' experience, she has been responsible for creating and overseeing the implementation of operational and programmatic policies and procedures for local, state, and federal governments, ensuring all applicable rules and regulations are adhered to. This includes technical assistance and monitoring across a wide range of program staff, subrecipients, grantees, and vendors to ensure ongoing compliance during standup, implementation, and closeout of projects and programs. In addition, Ms. Saulsberry specializes in federal labor standards, including Davis Bacon, Section 3, Environmental Review, Equal Opportunity and Fair Housing. As a subject matter expert, she has provided over 1,500 hours of training on topics including Entitlement and Subrecipient Monitoring and Compliance, Disaster Procurement, Duplication of Benefits and URA Compliance.

RELEVANT EXPERIENCE

Project Manager (June 2021 – Present)

Tetra Tech, Inc.

- Led the City of Marathon VHBP
- Served as a Compliance Subject Matter Expert (SME) for the Puerto Rico Department of Housing projects
- Manage the implementation of buyout programs monitoring and compliance
- Development of CDBG-DR Action Plans and policies and procedures
- Provide expert technical assistance on CDBG-DR requirements and regulations
- Manage the development of application intake and evaluation processes for CDBG-DR housing programs
- Support rehabilitation, elevation, infrastructure, and economic development programs
- Work with clients to prepare all compliance reports required by the CDBG-DR program; reports include, but not limited to, monthly status reports, Section 3 compliance reports, and MWBE reports
- Manage data and input data into data management systems
- Interface with subcontractors under Tetra Tech
- Communicate with senior leadership staff from clients including elected official
- Attend client's internal staff meetings
- Interface with the general public
- Attend meetings with U.S. HUD and/or State officials
- Identify and resolve conflicts with the program
- Provide support for the use of U.S. HUD's DRGR system
- Manage Tetra Tech staff assigned to the project and staff assigned by the client
- Assist with hiring incoming staff to the project
- Complete proposals and task orders, as necessary
- Manage live budget models to confirm project status and provide updates to senior management
- Execute database modeling and design, and development of protocols, processes, and procedures for developing databases and reports

Project Manager (July 2018 – June 2021)**IEM**

- Provided comprehensive administrative services necessary to facilitate activities for the disaster relief, recovery, restoration, and economic revitalization in areas affected by hurricanes under the Federally funded CDBG-DR Program
- Assisted DEO in fulfilling State and Federal CDBG-DR statutory responsibilities including, but not limited to, performing grant administration services for non-housing and/or housing projects
- Provided subject matter expertise in CDBG-DR and all HUD requirements
- Provided subject matter expertise with the competitive application cycle for housing, infrastructure, and economic development projects
- Provided assessment of the capabilities of prospective subrecipients, prior to distribution of CDBG-DR funds, to ensure their ability to meet national objectives
- Provided subject matter expertise in Davis-Bacon Act requirements for any construction or engineering related project
- Created and followed processes to identify specific, logical connections to a national objective for each activity, including verifying the eligibility of proposed activities as well as evaluating a prospective subrecipient's overall organizational capacity
- Assisted in preparing, completing, and submitting required HUD forms for environmental review and provided all documentation to support environmental findings
- Assisted in consulting with oversight and regulatory agencies to facilitate environmental clearance
- Performed or contracted special studies, additional assessments, or permitting to secure environmental clearance
- Evaluated prospective subrecipient's ability to demonstrate that it has all necessary systems, guidance and policies and procedures
- Assessed the prospective subrecipient's ability to effectively manage funds, ensure timely expenditure of funds and ensure timely communication of application status to applicants

Community Development Manager (2013 – 2019)**Community Redevelopment Associates of Florida, INC. (CRA)**

- Established partnership with client and worked effectively as part of a team providing expert services to CDBG-DR related recovery effort
- Provided CDBG-DR advisory and consulting services to client through one-on-one conversations and written products
- Conducted training and technical assistance in the field of housing, economic development, and/or community development
- Assisted in the implementation of CDBG-DR funded programs including refining program procedures and processes
- Led management and monitoring of subrecipients of disaster funding in the state of Florida
- Created CDBG-DR program policies and procedures and recommended methods to improve project design, implementation, management, and monitoring
- Assisted client in setting up systems and interpreting and applying the CDBG-DR regulations within the context of these systems
- Provided program oversight and expert technical assistance on recovery planning and community development-related policies, principles, and procedures
- Created CDBG-DR Action Plans, including Unmet Needs Analysis
- Conducted and/or supported the client with community outreach and engagement

2 YEARS OF
EXPERIENCE

Areas of Expertise

Customer Service

Microsoft Office

Grant Reimbursement Requests

Cost Documentation

Policy Review Support

Grant Management

Reporting

Performance Measures

Event Planning

Education

Appalachian State University, Music
Industry Studies, Marketing and
Management, 2016

EXPERIENCE SUMMARY

Ms. Sanford has extensive customer service experience and an ability to learn quickly. Since joining the grants specialist team in 2020, she serves as a point of contact for applicants and reviews reimbursement requests to be processed efficiently and effectively

RELEVANT EXPERIENCE

Grants Specialist (October 2020 - Present)

South Carolina Emergency Management Division

Reviews recovery grant reimbursement requests for scope, eligibility, and cost documentation and conducts analytical and policy review project support management of the SCEMD Grants and Finance team. Analyzes expenditures to ensure consistency with grant provisions and communicates with applicant points of contact regarding reimbursement requests. Provides assistance to applicants regarding submission of reimbursement requests, quarterly reports, site visits, and interpretation of information. Generates reports on grants management activities and progress. Assists with developing and implementing policies, procedures, training, and compliance measures for grant administration. Researches and interprets federal, state, and local laws, regulations and policies. Assists with the compilation, analysis, and dissemination of grant program performance measures and supporting statistical data. Provides recommendations to leadership on process efficiency and improvements. Works independently and prioritizes work assigned. Effectively and consistently communicates with program stakeholders. Completes special projects as assigned. Supports the State Emergency Operations center when activated to include training, exercises or actual emergencies, accidents or incidents.

Department Head (January 2017 – October 2020)

Hobby Lobby

Certified Custom Framer. Sold custom framing packages to customers. Assisted customers in finding a framing package worked within their budget. Framed customer's artwork in accordance with proper archival techniques. Oversaw the ordering and merchandising of both the Art and Hobby departments on a weekly basis. Assisted customers in finding the appropriate item to complete their project. Maintained the departments for the customer's pleasant shopping experience. Performed the role of Assistant Bookkeeper. Assisted in the cash handling process by balancing the daily register bags. Completed the daily bank deposit and corresponding paper work. Maintained an accurate safe balance of several thousand dollars.

EXIT Tour Extended Intern (May 2016 – November 2016)

Josiah Venture

Logistical Coordinator/Manager of the EXIT Tour Band in Poland. Duties included handling finances; ensuring the band stayed within the monthly budget for food, lodging and entertainment. Ran the social media accounts for EXIT Tour Poland. Created content to post across multiple platforms to engage with our followers. Amassed over 1000 organic followers in less than two months on Instagram. In the fall, assisted in the organization of the week long EXIT Tour in the Polish public school. During the tour, was responsible for care of the band and being the Assistant to the EXIT director.

**6**YEARS OF
EXPERIENCE**5**

DISASTERS

Grant Experience

CDBG/ CDBG-DR/CDBG-MIT

CSBG

ARPA

SLFRF

CRF

Education

Florida A & M University, B.S., 2014

EXPERIENCE SUMMARY

Stafanesha Rogers, has extensive knowledge of pertinent federal regulations including, application of federal Uniform Grant Guidance (2 CFR Part 200), CDBG, CDBG-DR, CDBG-MIT, CDBG-NDR, CDBG-CV, CSBG, and Section 508 Compliance. She leverages her more than six years of experience working as a Senior Grant Manager with Civix, the State and Federal Grant Administrator at Seminole County, Florida, and as the Director of Housing and Facilities Management at a local Community Action Agency, to work alongside government organizations to maximize their federal assistance programs.

RELEVANT EXPERIENCE**Tetra Tech – Construction Management II/Housing Grant Manager (July 2023– Present)**

- Coordinate and manage multiple moderately complex housing buyout projects at various stages of implementation
- Write SOPs, policies, and guidelines for housing programs
- Implement and manage QAQC processes for Housing Programs
- Provide internal auditing – CDGB-DR, CDBG-MIT, FMA and HMGP programs
- Provide technical assistance to clients and housing buyout team members
- Perform quality control and quality assurance reviews of files
- Prepare project files for monitoring/audit reviews

Witt O'Briens – SME – Public Housing (2021 – July 2023)**King County**

Oversaw COVID-19 Emergency Rental Assistance Technical Assistance CRM Database and project support team (internal/ external).

- Provided support for tenant and landlord applicants, including Application Assistance, Eligibility Review, Agency Support and Landlord Support through database CRM.
- Worked with government organizations to maximize federal assistance programs to mitigate long-term impacts of COVID-19.
- Provided expert guidance and strategic advice on public housing programs, focusing on CDBG-DR, ARPA, SLFRF, and CRF initiatives in accordance with 2 CFR Part 200.
- Quickly research and provide guidance on emerging and/or changing federal policies for COVID-19 federal assistance programs.

Civix – Senior Grant Manager (2020 – 2021)

- Managed a portfolio of projects funded through various federal programs, including CDBG, CDBG-DR, and CDBG-MIT
- Developed comprehensive project plans, including budgets, timelines, and resource allocation
- Led cross-functional teams, fostering collaboration and maintaining open communication channels to ensure project milestones were met.
- Oversaw compliance with 2 CFR Part 200 and other relevant federal regulations, ensuring adherence to financial, administrative, and reporting guidelines.
- Monitored project progress, identified potential risks, and implemented mitigation strategies.
- Develop grant documentation to stand up programs.
- Create policies, SOPs, and business process guidelines for use of federal funding.

- Developed and maintained strong relationships with key stakeholders, including government agencies, contractors, and community partners.
- Job description bullets. Detail job description and accomplishments. Detail job description and accomplishments.

Seminole County Government – Program Manager (2018 – 2020)

- Manage the planning, development, and implementation of ESG, CDBG, HOME, CDBG – MIT, CDBG – DR, HOME, and NSP federal funds.
- Develop and amend the Con. Plan, Annual Action Plan, Citizen Participation Plan, Analysis of Impediments and any other required plans, policies, and documents.
- Oversee Rehabilitation/Reconstruction, Economic Development, Down Payment Assistance/ Purchase Assistance and Capital Improvement Programs.
- Facilitate County's investments in local small businesses, housing, and other community infrastructure to increase economic, health, and safety.
- Provide training and direction on Federal wage determination and labor standard.
- Coordinate Public Meetings/Hearing in accordance with Citizen Participation Plan.

Director of Housing and Facilities Management (2017 – 2018)

- Managed TBRA program including, properties for individuals experiencing SPMI, overseeing property operations, tenant relations, lease compliance, and maintenance coordination.
- Successfully managed CSBG, ESG, and CDBG subgrants. Overseeing subgrant administration, budget allocation, and compliance with federal regulations.
- Managed all aspects of the construction redevelopment process.
- Led the weatherization program, ensuring energy-efficient improvements to low-income households, coordinating with contractors, and tracking program outcomes.
- Developed and implemented program policies, procedures, and guidelines, ensuring alignment with federal, state, and local regulations.
- Established strong working relationships with community partners, stakeholders, and government agencies to leverage resources and enhance program effectiveness.
- Conducted needs assessments, monitored program performance, and implemented quality improvement initiatives to address gaps and improve service delivery.
- Prepared reports, budgets, and grant applications, ensuring accurate documentation and timely submission

Director of Financial Stability (2016 – 2017)

- Collaborate with government workforce centers to develop measurable employment and income sustainability programs.
- Oversee CSBG, CDBG, HOME, CDBG-DR, and other federal subgrants as applicable.
- Assist adults in achieving financial stability through proven financial literacy.
- Provide an understanding of regional drivers affecting area workforce and income.
- Develop relationships with human services providers and community leaders.

LIHTC Property Manager- Cambridge Management Inc. (2012 – 2016)

- Managed compliance for 143 units tax credit units
 - Certify new applicants for income eligibility and recertify current residents.
 - Oversee maintenance and cleaning technicians on turnovers.
 - Sponsor educational sessions for residents e.g., agency support, life skills, GED.
 - Prepare monthly reports, e.g., statistics, number of clients served, activities/classes provided, etc
-

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. Alexandra "Alex" 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.

Ms. Torrent is local to Volusia County and has a depth of experience serving Florida communities in their disaster recovery efforts. Most recently, she assisted multiple clients, including the Volusia County School Board, with their FEMA Public Assistance (PA) programs following Hurricanes Ian and Nicole.

RELEVANT EXPERIENCE

Public Assistance Consultant (September 2022 – Present)

Various Clients | Hurricane Ian & Tropical Storm Nicole

- Provided support collecting preliminary damage information in order to support damage assessments, as well as prepare in-depth analysis and discussions surrounding the extent of total disaster damages. Provided support with responding to FEMA's questions during the RSM, which starts the 60-day regulatory timeframe for the applicant to identify incident-related damages.
- Collected and reviewed key policies and procedures relevant to the Public Assistance program and provide guidance regarding best practices surrounding recovery operations as required. Support with identifying other potential funding/reimbursement methods for disaster related costs, as well as providing financial recovery strategy support for multiple potential sources if requested to do so.
- Reviewed labor and payroll policies and provided feedback regarding eligible labor costs. Created timesheet templates for capturing and documenting response and recovery labor activities performed.
- Responded to RFI and variance reports to ensure accuracy and timely reimbursement to the Applicants

The list of Tetra Tech clients Ms. Torrent assisted in this role can be found below:

- City of Orange City
- City of South Daytona
- City of Holly Hill
- Volusia County School Board
- Collier County

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
- 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 (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

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

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

20 YEARS OF
EXPERIENCE**Areas of Expertise**

Case Management

Compliance

Data Management

Policy and Guidelines Development

Program Design

Grant Writing

Public Speaking

Grant Experience

CDBG-DR/MIT

CDBG

HRSA

CDC

Kresge Foundation Grants Steering
Committee Member**Certifications**

HUD Basically CDBG, 2023

HUD URA, November 2022

Tetra Tech Level One Project
Management Certification, June
2022University of Florida, Center for Arts
in Medicine, Graduate Certificate,
Arts in Public Health, July 2021USA Grant Writer's Certification,
March 2013Florida Department of Health and
the Center for Risk Communication,
Risk and Crisis Communication,
Certificate of Training, October 2012**Education**Florida International University,
Master of Public Health, April 2012Temple University, Bachelor of Arts,
Cultural Anthropology, January 1995**EXPERIENCE SUMMARY**

Ms. Boguszewski is Tetra Tech Case Manager certified and holds a Master of Public Health focused on policy management and program administration, adaptations to the public health impacts of climate change, and building resilience through social cohesion. She has ample knowledge and experience analyzing data and researching adaptation opportunities. Ms. Boguszewski earned her B.A. in Cultural Anthropology with a focus on Latin America and the Caribbean, and she earned a Graduate Certificate in the application of arts-based methods to the practice of public health. She is skilled in community outreach and engagement and in applying policy analysis to program implementation.

Ms. Boguszewski is currently serving as the Senior Case Manager for Monroe County and the City of Marathon, Florida's CDBG-DR buyout programs and provides technical assistance to additional CDBG-DR programs. She is practiced at tailoring Tetra Tech's standard program documents to meet specific local program needs. As a Tetra Tech team member, Ms. Boguszewski successfully fosters relationships and manages data to facilitate access to public resources and supports proposal development for new project awards. Ms. Boguszewski first began community work as an intern at the United Way, United Communities Southwark House in Philadelphia, Pennsylvania, in 1994.

RELEVANT EXPERIENCE**Case Management and Grant Technical Assistance (September 2022 – Present)****Tetra Tech, Harris County, Texas | CDBG-DR Mandatory and Voluntary Buyout**

Ms. Boguszewski provides technical assistance by compiling payment draw packets and designing and producing compliance management guides, workflow graphics, and QA/QC reference guides for process implementation and workflow evaluation.

Case Management QA/QC (February – April 2022)**Tetra Tech, Richland County, South Carolina | CDBG-DR Rehabilitation**

Ms. Boguszewski established and implemented a QA/QC review process for project compliance. She also provided technical assistance and staff training for Richland County's Recovery Program's HUD Audit.

Senior Case Manager and Grants Technician (2021 – Present)**Tetra Tech, Marathon County, Florida | CDBG-DR Voluntary Buyout**

As the Senior Case Manager, Ms. Boguszewski is responsible for communicating the VHBP procedure to applicants, completing intake from registration through closing, and determining applicant eligibility based on program requirements. She provides editing of the policy and procedural guidelines, assures grant compliance, and acts as a liaison to achieve project success.

Senior Case Manager (2021 – Present)**Tetra Tech, Monroe County, Florida | CDBG-DR VHBP**

Ms. Boguszewski provides technical guidance, strategic direction, promotional and outreach program graphics, and management services for the implementation of VHBP case management. As the Senior Case Manager, she is responsible for assisting VHBP applicants with file completion from registration and intake through pre-offer and closing, for policy and guideline review and revision, and acting as a liaison between

applicants and staff to assist in project compliance requirements. She has designed a visual tool to support the client's management of applicant expectations and provides weekly updates to the client and staff.

Intake Specialist (2018 - 2020)

Rebuild Florida Program (IEM, Inc.), Monroe County, FL | CDBG-DR

Ms. Boguszewski fostered relationships, managed applicant intake data, and assessed eligibility for CDBG-DR Home Repair and Replacement program resources, including temporary relocation benefits to program displaced owner-occupants.

Adjunct Professor, Student Success (2018-2019)

Florida Keys Community College (now College of the Florida Keys), Key West, FL

Ms. Boguszewski developed, targeted, and tailored life skills curriculum to instruct and evaluate students of varying abilities.

Case Manager, Disaster Recovery Programs (2018)

Catholic Charities of the Archdiocese of Miami in Monroe County, FL

Ms. Boguszewski managed applicant data and assessed eligibility for access to donor-funded disaster recovery resources.

Administrative Coordinator (2016 – 2017)

City of Key West, Art in Public Places (AIPP), Planning Department | Key West, FL

Ms. Boguszewski coordinated and managed Public Art contracts per the City's (AIPP) ordinance, wrote Operational Guidelines and actively maintained web resources, databases, visual archives, art inventories, and public relations materials.

Planning Consultant (2015)

Community Health of South Florida, Inc. | Key West, FL

Ms. Boguszewski analyzed service usages and service area gaps to produce a Strategic Transportation Plan for a federally qualified regional healthcare facility to improve access to healthcare in a rural, medically underserved area.

Health Services Director (2013 – 2015)

Rural Health Network Monroe County, Inc., Key West, FL

Ms. Boguszewski developed and managed healthcare services under a Health Resources Services Administration (HRSA) grant for a federally qualified healthcare facility servicing over 2,000 patient encounters. She implemented a regional Healthcare Marketplace, providing 1,200 assists and 200+ new coverages in the program's first cycle, operationalized provider contracting, directly supervised staff, facilitated an electronic medical records portal, and prepared policies and SOPs, as well as emergency preparedness and continuity of operations plans. Ms. Boguszewski leveraged over \$450,000 in grant funding to the organization through a health IT partner collaboration and directed Level 2 recognition under NCQA standards.

Government Operations Consultant (2012-2013)

Florida Department of Health, Monroe County, Key West, FL | FLDOH/CDC

Government Operations Consultant, BRACE TAG member, Health Education Specialist, Public Health Intern

Ms. Boguszewski provided administrative public health analysis to the FLDOH's Executive Leadership Team in Monroe County and served as an advisor at State and County levels, directly leveraging \$10,000 in Center for Disease Control (CDC) grant funding for climate and health adaptation research. Ms. Boguszewski trained and certified early learning center staff in the EPA's "Asthma-free" Learning Facilities program. She prepared and implemented emergency response plans under deployment, held virtual and in-person planning sessions and analyzed data addressing the population health needs of 73,000+ people. Ms. Boguszewski collaborated with public school employees to implement the Florida Youth Behavioral Risk Assessment, produced a County Public Health Assessment Profile and Action Plan, and leveraged over \$50,000 in grant resources to local plans.

Classroom Substitute, Teacher's Aide, Job Coach, Farm to School Program Director (1999-2005) & (2015-2016)

Monroe County Public Schools, Exceptional Student Education (ESE) Dept., Keys to Be the Change Monroe County, FL

Ms. Boguszewski monitored classrooms and schedules, developed and executed planned curriculum for learners across the spectrum, and supervised individual educational transition plans for 200 ESE students. Ms. Boguszewski designed and implemented a USDA-CDBG funded Farm-to-School food growing curriculum and planted food gardens with students.

10 YEARS OF
EXPERIENCE**2** DISASTERS**Areas of Expertise**

Project Management

Damage Assessments

Cost Estimates

Inspections

Training

Structural Engineering

Key Training/CertificationsTexas Professional Engineering
License #119130Florida Professional Engineering
License #84428Louisiana Professional Engr. License
#45385Puerto Rico Professional Engr. License
#28245Engineering Codes – IBC, ASCE 7, ACI,
AISC, API 620/650Engineering Software – 3D Modeling,
2D CAD, Design/Analysis**Education**

M.S., Structural Engineering

B.S., Civil Engineering

EXPERIENCE SUMMARY

Mr. Garde is a licensed Professional Engineer with over ten years of experience in structural and civil engineering. He has experience in a wide variety of projects, including disaster recovery and international projects. Mr. Garde has extensive experience providing damage assessments, cost estimates, identifying mitigation solutions, and overall understanding of infrastructure and water projects. Most recently, Mr. Garde served as Technical Specialist Lead following the devastating effects of Hurricane Maria in Puerto Rico.

RELEVANT EXPERIENCE**Technical Specialist Lead (March 2023 - Present)****City of Ft. Myers | Hurricane Ian Disaster Recovery**

Mr. Garde is the lead Site Inspector working with FEMA to conduct site inspections across the city of Ft. Myers. He is actively on site conducting site inspections for future scope of work and cost estimate development.

Technical Specialist Lead (July 2018 - Present)**COR3 Puerto Rico | Hurricane Maria Disaster Recovery**

Mr. Garde manages and advises a team of 20 engineers and cost estimators to produce damage assessment reports, scope of work documents, and cost estimates. He performs site walkdowns and inspections to assess damage related to Hurricane Maria. Additionally, Mr. Garde conducts daily meetings to coordinate SOPs with team and provided training on workflow and new processes.

Structural Team Lead (February 2018 - Present)**The Walt Disney Company | Reedy Creek Headworks Improvement Project**

Mr. Garde performs assessment of existing headworks structure damaged by H2S gasses and identified mitigation solutions to prevent future degradation to the facility. Additionally, he prepares drawings and calculations for repair of the existing concrete headworks structure.

Structural Team Lead (July 2017 - Present)**Water and Wastewater Projects**

Mr. Garde is responsible for the design of new process structures related to wastewater and water treatment. He also performs field investigations condition assessments for the revamp and upgrade of existing municipal facilities.

Structural Inspector (November 2017 – December 2017)**City of Houston, TX | Hurricane Harvey Disaster Recovery**

Mr. Garde conducted property site inspections to assess and document environmental or other hazardous conditions. Additionally, he detailed damage conditions and produced assessment reports for government facilities located in the central Houston area.

Structural Engineer (July 2017 – December 2017)**Nevada Environmental Response Trust | Water Treatment Project**

Mr. Garde provided construction assistance, answered field RFI's, and provided construction support during construction efforts. Additionally, he provided field

sketches for modification of existing as-built facility pipe racks and equipment foundations.

Structural Team Lead (February 2017 – July 2017)

FEED (Al-Jubail, KSA) | SABIC Ammonia Reliability Improvement Revamp Project

Mr. Garde developed Geotechnical Investigation Survey sub-contract packages for the existing plant facility. Additionally, he developed Civil/Structural Design Basis Specifications to support revamp effort and provided calculation package and drawing QA/QC for team members located in New Delhi, India.

Structural Team Lead (May 2015 – July 2017)

FEED/EP (Roxana, IL) | P66 - Wood River FCC Reactor Replacement Project

Mr. Garde managed and advised a team of three engineers in Houston and Mexico for the revamp of FCC unit that was built in the 1940s. He prepared job specifications and SOW packages for construction contractors, designed, and developed engineering & demolition drawings for the replacement of 10 floors in catalytic cracking unit structure per latest ASCE/AISC standards, and performed site walk downs at site supplemented with Laser Scan data and provided client interface and tended onsite meetings. In addition, Mr. Garde answered field RFI's and provided construction support for pre-turnaround effort.

Senior Engineer (August 2016 – October 2016)

E (Romania) | Confidential –Time History Analysis Verification

Mr. Garde conducted time-history seismic analysis verification (peer-review) for fourteen equipment modules using STAAD Pro based on scaled historical seismic records. He also obtained and checked design seismic response spectra for multi-level switchgear and compressor modules based on United Facilities Criteria & Specifications.

Senior Engineer (April 2016 – August 2016)

BED (Onsan, Korea) | KPIC – SCORE Furnace / GTE Ducting Expansion Project

Mr. Garde was responsible for plate element design and analysis using STAAD Pro for new air duct modules. He also detailed and reviewed design drawings for basic engineering design package.

Senior Engineer (January 2015 – February 2017)

FEED/EPC (Faustina, LA) | Mosaic – Ammonia Plant Revamp

Mr. Garde revamped steel convection section structure for plant capacity increase, designed and detailed module lifting requirements for demolition and replacement, provided supervision for global structural analysis for the modified Primary Reformer, and designed preliminary pipe rack modifications to support additional two levels.

Senior Engineer (August 2015 – November 2015)

FERC FEED (Plaquemines, LA) | Venture Global –Plaquemines LNG

Mr. Guard developed FEED specification and sub-contract packages to support FERC regulation approval (49 CFR/FERC Draft). He also created Wind/Seismic/Topographic/Geotechnical/Bathymetric specifications.

Senior Engineer (January 2015 – October 2015)

BED (Quanzhou, China) | Sincochem – SCORE Furnace Expansion Project

Mr. Garde developed STAAD model for new SCORE furnace to support basic engineering design package for detail engineering. He also performed a study between Chinese design standards and ASCE for wind & earthquake loading.

Engineer (March 2013 – March 2015)

EPC (Freeport, TX) | BASF – Ammonia Plant FEED

Mr. Garde developed ammonia tank loading spreadsheet based on API 650 and API 620 and P-M interaction spreadsheet for pre-stressed concrete piles. He also provided MTOs for equipment foundations and steel pipe racks and performed dynamic analysis for compressor table-top foundation and cooling water tower sump.

Engineer (September 2012 – November 2015)

EPC (Chad, Africa) | Exxon – Oil Refinery Well Projects

Mr. Garde developed new and modified oil well pads to support the production at an existing ESSO oil refinery, produced foundation location plans and finish grading plans for new well pads, designed new anchor block supports for relocated underground pipelines, and designed new concrete foundations for equipment skids.

4 YEARS OF
EXPERIENCE

3 DISASTERS

1 GRANT
FUNDING

Areas of Expertise

ESRI Enterprise Geodatabase and Services

Data Collection Application
Design/Build and Support

Application Prototyping and Modeling

Key Training/Certifications

FE Certified

Grants Portal

AutoCad

ArchiCad

SolidWorks

Rhino

PTC Creo

Adobe Illustrator

Adobe Photoshop

Education

Escuela Universitaria de Diseño e Ingeniería, M.A., Product Design and Development, 2017

Louisiana State University
B.S., Mechanical Engineering, 2016

EXPERIENCE SUMMARY

Ms. Rozas has four years of engineering and program expertise in the administration of the FEMA PA program on behalf of the State of Texas and Puerto Rico. She is adept at leading teams of Field Inspector Engineers executing site visits to document damages.

RELEVANT EXPERIENCE

Data/Cost Analyst (March 2020–Present)

Louisiana | GOHSEP, Louisiana Storms, Floods, and Hurricanes

Ms. Rozas performs quality reviews on previous cost analysis documents to check for completeness and accuracy. As part of this task, she handles the development of cost analysis spreadsheets to be used in the RSMeans database.

Program Delivery Manager (July 2019–March 2020)

Puerto Rico | Hurricane Maria

Ms. Rozas managed 8 applicants within the Public Buildings Sector in Puerto Rico following Hurricane Maria. She provided guidance for document submission to FEMA, damage inventory identification, mitigation opportunities, DDD, scope of work, and cost estimates review. Ms. Rozas also assisted client staff by administering technical support on Grants Portal navigation.

Task Force Lead (March 2019–July 2019)

Puerto Rico | Hurricane Maria

Ms. Rozas managed team of 2 Project Leads and 16 Field Inspectors as the task force lead in Puerto Rico following the devastating effects of Hurricane Maria. She oversaw the project team's site visit execution. Ms. Rozas also provided QA/QC of the team's damage description dimension documents and monitored client DDD production goals.

Scope of Work Coordinator (February 2019–May 2019)

Branch V, Puerto Rico | Hurricane Maria

Ms. Rozas monitored all Branch V (7 Municipalities, totaling approximately 200 Applicants) SOW/CE production for weekly reporting to the client. She performed QA/QC reviews of Tetra Tech developed SOW/CE prior to delivery to the applicant.

Project Lead (Puerto Rico June 2018–March 2019, Houston April 2018–June)

Puerto Rico and Houston | Hurricane Maria & Hurricane Harvey

Ms. Rozas managed team of 6 Field Inspector Engineers, executing site visits to document damages at sites selected by the client. She was responsible for the preparation and review of damage description dimension documents to initiate repairs cost estimates and for approval by FEMA.

7 YEARS OF
EXPERIENCE

Areas of Expertise

FEMA BCA Tool

FEMA Hazus Tool

ArcMap

ArcPro

ArcGIS Online

ESRI Storymap

ESRI Experience Builder

Economics and Water Resources
Finance

Data analysis

Water Funds

Water resources planning

Water resources modeling

Registrations/AffiliationsNational Association of
Environmental Professionals (NAEP)**Key Training/Certifications**

40-hour OSHA HAZWOPER

EducationMasters of Environmental
Management, Duke University, 2017B.A., Economics, Baldwin Wallace
University, 2015Honors: Omicron Delta Epsilon (The
International Economics Honor
Society)**Office**

Raleigh, North Carolina

Contact

919-485-2067

jenn.lenart@tetrattech.com

EXPERIENCE SUMMARY

Jennifer Lenart is the National GIS Coordinator for the mitigation and resilience practices for EMCR. She obtained a Masters of Environmental Management from Duke University and joined Tetra Tech as a natural resource planner and economist in June 2017, specializing in water resources management and economics. Jennifer has worked on numerous hazard mitigation plans for the States of New Jersey, New York, Pennsylvania, and Texas. Ms. Lenart has also performed benefit cost analyses and risk assessments for dozens of private and public stakeholders throughout the Country to analyze the stakeholder's constituents risk to future climate change conditions and proposed efforts to reduce losses related to economic, environmental, and social variables caused by future climate change conditions. Ms. Lenart has performed large data analyses in ESRI ArcGIS, FEMA's Hazus-MH Tool, and FEMA's BCAR tool; led technical teams to develop data analyses for vulnerability assessments; and has developed story maps to support the distribution of information about areas at risk and hazards of concern.

Ms. Lenart has expertise in developing applications for Hazard Mitigation Assistance and for communities with vulnerable populations that are subject to future risk. Her recent efforts focus on benefit costs analyses, hazard mitigation planning, and spatial analysis.

RELEVANT EXPERIENCE

Planning and Data Analysis**City of Port Moody, British Columbia, Canada Extreme Weather Plan. 01/22 – present.**

Lead spatial analyst assessing extreme weather event and climate change vulnerability to populations and community lifelines. Mapping hazard areas and conducting the spatial analysis for vulnerability scoring.

California Generators Benefit Cost Analyses. 3/2022 – present.

Analyzing the benefits of purchasing several generators for the City of Cotati and the Crescenta Water District to maintain the continuity of operations for potable water and wastewater utilities. Referencing historical outage events to justify the need for generators. Determining reoccurrence intervals for the historical cause of outages including PSPS events, wind events, rainfall events, and earthquake events.

North Carolina Regional Resilience. 12/2022 – present.

Developing a risk analysis approach for four coastal regions in North Carolina. Working with the planning team to assess the vulnerable population's risk to hazards of concern, including projected changes to flood, storm intensity, and drought conditions.

City Hall Annex Benefit Cost Analysis. 12/2022 – present.

Creating a benefit cost analysis for the City Hall Annex and Garage for Houston, Texas. Analyzing the benefits to implement floodproofing measures around the annex and garage and elevating critical infrastructure that maintains the operation of the City Hall Annex. Referencing the impacts from Hurricane Harvey to create professional expected damages analysis. Responding to the request for information provided by FEMA to address outstanding questions.

NJOEM NFIP GIS Update. 9/2021 – present.

Working with NJ building footprints, MODIV parcel data, and FEMA NFIP points to join repetitive loss, claims, and policy information across the datasets. Modifying location of NFIP GIS data based on accuracy level indicators provided in FEMA data. Creating decision trees for python scripting used in data analysis and clean up. Support QAQC of data processing and documentation of processing steps.

Brick Township Repetitive Loss Area Analysis. 08/2021 – present.

Comparison of 2016 repetitive loss areas and repetitive loss structures to updated 2019 repetitive loss properties. Mapping of repetitive loss structures and create updates to repetitive loss areas. Communicate required changes to project managers for client review.

Pequannock 2020 and 2021 FMA Applications. 9/2020 – 10/2020; 9/2021 – 10/2021.

Developing FEMA Flood Mitigation Application benefit cost analysis materials and grant application materials for the Township of Pequannock's home elevation project. Conduct outreach to private contractors who have worked on elevation projects in the Township to acquire cost estimation information. Import results and application materials into FEMA GO.

Woodland Park CRS. 1/2021 – 7/2021.

Conduct open space analysis for Woodland Park. Acquire flood hazard data for flood intersection analysis of open space and extract out areas of impervious surfaces. Create maps of open space areas and flood intersection. Provide results to project managers with areas in the flood hazard zone.

Northeast United States Hazard Mitigation Plans.

Camden County, NJ; Cape May County, NJ; Gloucester County, NJ; Hudson County, NJ; Hunterdon County, NJ; Morris County, NJ; Passaic County, NJ; Sussex County, NJ; Cattaraugus County, NY; Cortland County, NY; Chenango County, NY; New Castle Town, NY; Putnam County, NY; Tompkins County, NY; Suffolk County, NY; New York University; Long Beach, NY; Westchester County, NY; Bedford County, PA, Delaware County, PA; Pike County, PA. 10/2019 – present.

Ms. Lenart has worked on several hazard mitigation plans for communities in New Jersey, New York, and Pennsylvania. The following tasks are required: Preparing and reviewing technical data from assessor, city, county databases for spatial analysis. Collecting and clipping hazard data for analyses. Summarizing spatial data results ran in ESRI ArcGIS and FEMA Hazus. Reviewing and writing vulnerability assessment for client based upon spatial analysis of hazard and qualitative research. Assessing risk to socially vulnerable populations. QAQC of spatial data and analysis. These projects assessed hazards such as the Earthquake NEHRP Soils Class D and E, Earthquake 100-year, Earthquake 500-year, Earthquake, 2,500-year, Coastal Erosion, Flood 100-year, Flood 500-year, Hurricane 100-year, Hurricane 500-year, Hurricane 2,500-year, Carbonate Rock, Pandemic, Steep Slope (Over 15-percent or 25-percent Grade), SLOSH Categories 1-4, Sea Level Rise 1-foot increments, Severe Winter Weather, Utility Failure, and Wildfire.

Texas Hazard Mitigation Plans. Brownsville Public Utilities Board and City of Brownsville; Galveston County; Harris County. 6/2021 – present.

Ms. Lenart has worked on several hazard mitigation plans for communities in Texas. The following tasks are required: Preparing and reviewing technical data from assessor, city, county databases for spatial analysis. Conduct spatial collection meetings with client to discuss data requirements for the risk analysis. Collecting and clipping hazard data for analyses. Summarizing spatial data results ran in ESRI ArcGIS and FEMA Hazus. Reviewing and writing vulnerability assessment for client based upon spatial analysis of hazard and qualitative research. Assessing risk to socially vulnerable populations. QAQC of spatial data and analysis.

County of Hawaii Benefit Cost Analyses. Hawaii County, Hawaii. 11/2019 – 4/2020.

Performed benefit-cost analyses using FEMA BCA Toolkit. Reviewed a major acquisition project for structures impacted by historical lava damages, an IT resilience project to maintain key County services during extreme weather events, and a project about restoring emergency communication towers to maintain functionality of emergency personnel in response to extreme weather events.

10 YEARS OF
EXPERIENCE

Areas of Expertise

Staff Management and Development

Communication

Organization

Adaptability

Attention to Detail

Proficiency in Microsoft Office Suite,
Nuance, SharePoint, Oracle, and
Smartsheet

Major Disasters

Hurricane Ida

COVID-19

Camp Fire Butte Co

Hurricane Michael

Hurricane Irma

Hurricane Harvey

Hurricane Gustav

Hurricane Irene

Hurricane Ike

Tropical Storm Lee

Hurricane Katrina

Hurricane Rita

Hurricane Isaac

Louisiana Severe Storms

Education

AA in Business Administration, Argosy
University

Bradford County High School –
Diploma

EXPERIENCE SUMMARY

Ms. Blanton is a strategic business associate experienced in effective management creating productive, efficient, and satisfied departments. She is a results-oriented supervisor with 10 years of progressive experience in fast-paced organizations that embraces challenges, resolves problems, and is committed to meeting all objectives with an established reputation for quality, satisfaction, and results. She is a creative thinker, problem solver, and decision maker proven to effectively balance the objectives of the organization and is highly effective in building cohesive work teams and process development. Her expertise is turning around problematic situations and facilitating organizational change management.

RELEVANT EXPERIENCE

Administrative Support Specialist (May 2021 – Present)

Tetra Tech, Inc.

- Provide onboarding for all new hires to include ensuring all compliance pieces are satisfactory for each new hire, compiling new hire welcome package, coordinating with management, and scheduling all required trainings, and tracking of equipment
- Attend and perform meeting notes and update meeting agendas for Client facing or internal coordination meetings
- Monitor Time and Attendance for all staff on assigned projects to include updating attendance trackers and project calendars, correspondence with staff on missed or inaccurate information, and providing time and attendance training for all new hires
- Maintaining Program and Project Org Charts and Contact Lists to reflect any staff movement (additions/subtractions) and distributing to Program Leadership
- Updating and maintaining program/project SOP's, excel trackers for deliverables, and PPT presentations for trainings
- Send Project Setup Requests for employees or new tasks to be added to project
- Audit Sub-Contractor weekly timesheets and monthly invoices to ensure proper billing of hours and tasks
- Review TT invoices accurately and in a timely manner, conducting necessary research, updating, and validating data to resolve billing issues and ensure compliance with client contracts
- Provide technical and administrative support to Program leadership, project management and all staff under Public Assistance unit

Audit and Accounting Assistant (November 2019 – May 2021)

Purvis, Gray and Company, LLP

- Collect and arrange material to be typed, following individual instructions, guidelines, and current production styles
- Work with partners and staff to ensure compliance with various deadlines
- Type, process, proofread, and edit original reports in order to produce draft and final copies
- Research and resolve issues such as missing information, incomplete, inaccurate, or contradictory information contained in the reports

- Basic knowledge of mathematics while preparing organizations financial documents
- Excellent writing and formatting skills as well as working knowledge of using correct grammar, spelling and punctuation
- Binding and finishing printed material to be submitted to the client
- 10 key experience typing at 14000 KPH and typing experience 60 WPM with 98% accuracy

Lead Payroll & Invoice Support, Billing Analyst, & Project Coordinator (September 2017 – November 2019)

Tetra Tech, Inc.

- Review weekly Payroll Reconciliation, Address all payroll issues with Maitland and field staff
- Edit, Prepare, and Process invoices accurately and in a timely manner
- Conduct necessary research, update, and validate data to resolve billing issues and ensure compliance with client contracts
- Create pivot tables and modify spreadsheets
- Manage spreadsheets and maintain data currency to ensure accurate data availability for managers
- Work closely with cross functional organizations to support the timely and accurate investigation and resolution of customer billing issues
- Ensure that all invoice and backup documentation are organized and shipped to Client according to deadlines
- Manage workflow by assigning tasks to other administrative employees daily, ensuring that deadlines are met and work is completed correctly
- Coordinate and prepare daily dispatch with Project Manager and Operations Manager
- Collect, Review and Process New Hire Paperwork (i.e. I9's, W4's)
- Sign in/out field staff daily, ensuring accuracy and neatness, Uploading to SharePoint nightly
- Submit weekly Expense Reports for all staff on travel
- Track, Order, and Maintain supplies needed for daily operations
- Train local staff on PC duties for additional projects, assisting with project start up

Bar Manager (April 2015 – September 2017)

VFW Post 4300 | Sebring, FL

- Responsible for training, motivating, directing, coaching, and evaluating bar staff
- Schedule appropriate levels of staff members
- Responsible for maintaining cost controls
- Maximize revenue potential through marketing of upcoming events
- Executing bar inventory and ordering while build strong relationships with representatives from liquor distributors
- Daily cash audit and ensure cash handling policies and procedures are being executed
- Assist in the creation and development of the beverage menus
- Ensure compliance with all health and liquor ordinances, including OSHA standards
- Ensure the guest experience and quality of products is at standard.

Administrative Assistant (August 2014 – March 2015)

The Claims Pages | Tavares, FL

- Provide general office support for a variety of clerical activities
- Assist in training staff members and new hires
- Provide clients with estimates of the costs of advertising products or services
- Deliver advertising or illustration proofs to customers for approval
- Respond to questions and requests for information
- Draw up contracts for advertising work
- Collect payments due from clients for advertisement provided

Spotlight On:

Chuck McLendon, Senior Management Team

Following Hurricanes Ian and Nicole, **Mr. Chuck McLendon – a nearby City of New Smyrna Beach resident** – served as a regional program manager supporting over 15 Tetra Tech clients – including the City of New Smyrna Beach, Volusia County, and the Florida Department of Environmental Protection – with disaster response and recovery programs including damage assessment, debris removal monitoring, and federal grant management. 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.



Spotlight On:

Alex Torrent, Reimbursement Specialist

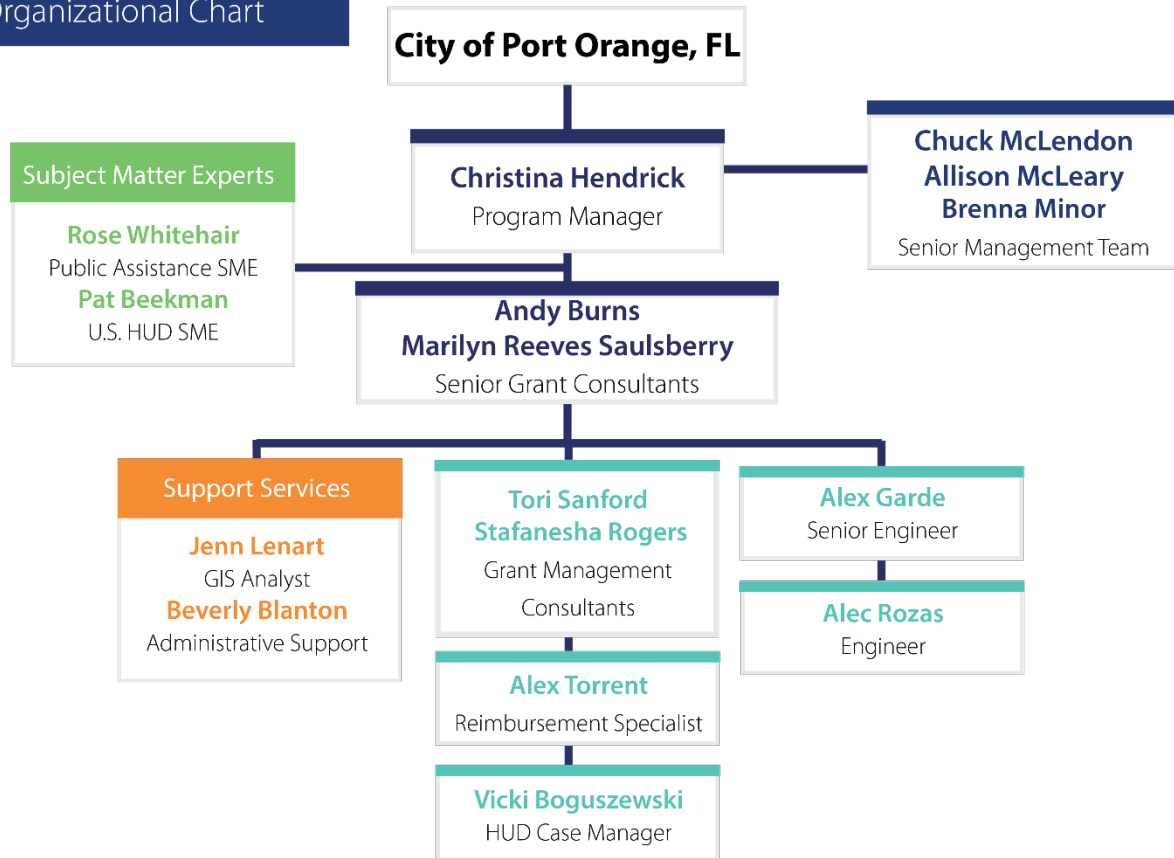
Ms. Torrent has been serving multiple clients, including the **Volusia County School Board**, in their recovery efforts following Hurricane Ian and Tropical Storm Nicole. **She is a resident of Volusia County with more than 20 years of experience** in project management and accounting roles. She was a former Project Manager for the City of Port Orange and has provided FEMA PA and disaster recovery consulting services to many of the City’s neighboring communities including South Daytona and Holly Hill.



2. Organizational

Tetra Tech has provided out proposed organizational chart below.

Tetra Tech Key Staff Organizational Chart



No firm today has worked more extensively with the Florida Division of Emergency Management and FEMA Region 4 in shaping response and recovery policy and supporting clients with disaster recovery than Tetra Tech. From damage assessments to project worksheet formulation to appeals support – we support our clients in every step of the reimbursement process.



“With more than 18 years of experience across 8 FEMA regions, 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.”

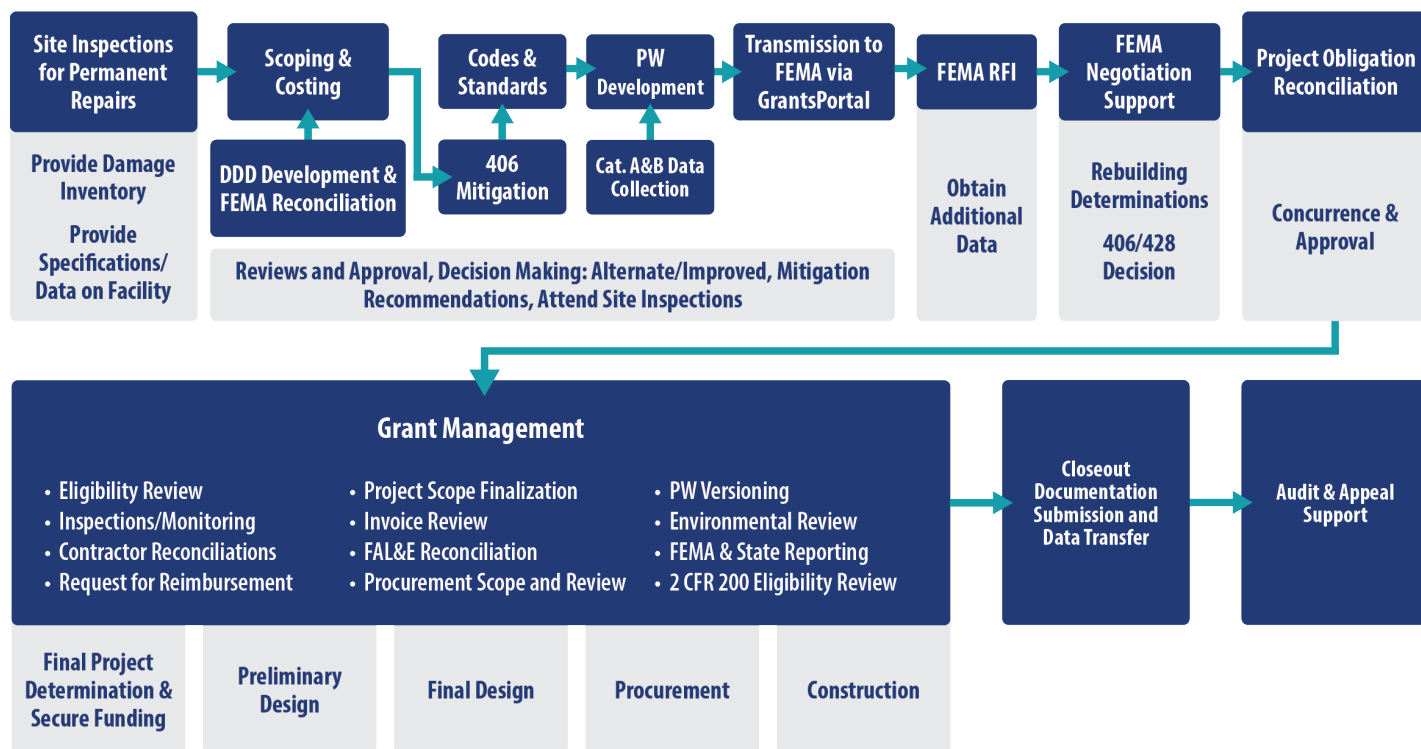
--Allison McLeary,
Senior Management Team

Tab D – Approach and Value-Added Services

Tetra Tech understands that the City of Port Orange is vulnerable to a myriad of hazards that can cause catastrophic damage and result in a presidential disaster declaration. If the City is determined eligible for FEMA PA, Tetra Tech may be activated to provide grant management services, upon the City's notice to proceed. Tetra Tech also understands that time is critical when responding to and recovering from a major disaster. Tetra Tech has the expertise to perform cost recovery services with FEMA, Federal Highway Administration Emergency Relief Program (FHWA-ER), Florida Department of Highway Safety and Motor Vehicles (FLHSMV) and Florida Department of Transportation (FDOT) agencies. The section below describes how Tetra Tech will support the City upon request for grant management services.

Across our services, Tetra Tech has gained experience in all aspects of emergency management, from pre-event planning, to response, recovery, and closeout. Each phase of our emergency management support has documented and systematic procedures that govern the execution to provide **scalable, consistent, high-quality results**.

Tetra Tech is prepared to assist the City with all components of the scope of work. The following section details our proposed start-up procedures, followed by a detailed technical approach. Our team has developed documentation processes to capture the data at each step along the way.



1. Approach to Delivering the City's Scope of Work

Overall Program Management

Our team will deliver a program that can guide the City through the cost reimbursement cycle. Tetra Tech will employ its time-tested, four-step CASE Management Approach to the federal grant program.

Step 1 - Collect the Data.

The biggest challenge typically faced in a grant management program is obtaining necessary data quickly and completely. We have found time and time again that our ability to work with our client on collecting the data upfront will lead to success as we monitor the City'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 City on the status of the project.

Result: We have the most robust data management capability in the industry. The City can trust our team to collect and manage the most critical data throughout each phase of the City's FEMA program.

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 City needs to support its recovery efforts.

Tetra Tech will work closely with the City 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 City. There is no problem too big for our team to solve.

Step 3 - Submit to FEMA.

We understand the need for the City to expedite the recovery process and keep pace on program timelines. We have found that the best way to do this under FEMA's 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 City's ability to transmit data more quickly to FEMA and the 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 Grants Portal under FEMA's beta-test in Albany, GA in 2017, we have worked hundreds of projects in Grants Portal and know the system "inside and out."



Our Philosophy: Disaster Cost Recovery

It's Not What You Get, It's What You Keep: All federal funds come with strings attached. We are adept at developing strategies, action plans, policy, and processes to achieve program success and eliminate funding clawbacks.

Efficiencies to Maximize Benefits: We will help the City receive maximum benefits from federal disaster programs while minimizing the out-of-pocket costs by implementing Standard Operating Procedures and Guidelines aligned with current FEMA and U.S. Treasury policy/regulation.

Bringing in the Right People at the Right Time: Every incident is different, so our team is scalable to meet the needs of the City. Our staffing and resource plan will be constantly evaluated and revised as the pandemic evolves from short-term recovery to long-term recovery and beyond.

Leading Recovery of the Whole Community: Tetra Tech is prepared to assist the City and its communities through the disaster recovery process. Our experience has shown that strong applicant training and advocacy effort yields successful results.

Result: We are committed to supporting the City 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 City each step of the way. Within each of the steps, FEMA or State personnel must review the submission. This may result 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 PW does not stall in the process or get moved to a previous step.

Our team has responded to tens of thousands of RFIs for Essential Elements of Information (EEl)s and Hazard Mitigation Proposals as well as DURs for Detailed Damage Descriptions since 2017 alone.

Start-Up Procedures

Kickoff Meeting

The Tetra Tech team will begin the project by conducting a kickoff meeting to develop the project work plan and review and update existing communications protocols. The kickoff meeting will include the City's key staff, other City disaster stakeholders, and the Tetra Tech team. During the kickoff meeting, the Tetra Tech team will review the project's goals, objectives, timeline, and deliverables. The outputs of the initiation kickoff meeting will be a stakeholder register and a Tetra Tech/City coauthored project scope statement that will provide the global framework for the project work plan.

Continuous and coordinated communication with City staff is essential for the success of this project. Our project management team understands the importance of effective communication and will seek to establish a communication protocol with the City at the kickoff meeting to continue enriching our proactive working relationship and maintaining frequent information exchange.

Areas to be discussed in the kickoff meeting and memorialized in a project work plan will include but not limited to the following:

- Organizational reporting between Tetra Tech, City staff, and federal agencies
- Timeline of key events (e.g., mobilization of Tetra Tech staff, timing for initial Tetra Tech meetings with the City, completion of applicant PW formulation, etc.)
- Roles and responsibilities and reporting structure of key Tetra Tech, City staff involved in the federal program emergency/disaster assistance efforts
- Contact information for key Tetra Tech, state, and federal staff involved in the recovery effort
- Likely staging of staff operations, including location of day-to-day operations
- Internal communication so parties are kept informed of progress
- Reporting and information requirements of Tetra Tech's work efforts and progress to the City
- Templates of critical forms to provide consistency across the theater of operations
- Identification of key FEMA officers
- Process flow and approvals of documents between Tetra Tech, the state, FEMA, and other federal agencies
- Gathering information on the City's current critical issues
- Identifying protocols to track and resolve issues or problems that may be identified
- Information to be included in Tetra Tech's status reports to the City regarding recent project activity
- Maintenance of the status reports in an easy-to-access location for parties to review from time to time
- Process for establishing task orders as requested by the City
- Other information as specified by the City

Continuous and coordinated communication with City of Port Orange staff is essential for the success of this project.

We will establish communication protocols with the City at the kickoff meeting to continue enriching our proactive working relationship and maintain frequent information exchange throughout the project. **Tetra Tech will also conduct executive briefings with City leadership and other executive identified by the City.**

FEMA Public Assistance Advisory Services

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.

Meeting Attendance

Another key responsibility of the Disaster Recovery Team will be to communicate and collaborate with state and federal grant managers. This includes participating in calls, meetings, site visits, and work sessions throughout the recovery operation.

Our team members have worked with our clients to lead or participate in over 100 FEMA Exploratory Calls, Recovery Scoping Meetings (e.g., Kickoff Meeting), and Subrecipients Briefings serving local governments. In an effort for subrecipients to be prepared for the initial FEMA meeting, we will conduct **pre-calls** for the following:

Exploratory Call: Tetra Tech will provide example scripts and questions used by FEMA in past Exploratory Calls for subrecipients to review. We will work with the City as a "dress rehearsal" for the Exploratory Call.

Recovery Scoping Meeting (RSM): Tetra Tech team will have the first draft of the Damage Inventory (DI) within 48 hours of the City and FEMA scheduling the RSM. We will request that the City provide comments back within 24 hours, and we will incorporate comments immediately. We will have electronic and printed copies of the DI prior to the official RSM for distribution to FEMA, the State, and the departments.

Throughout the course of our engagement with subrecipients, Tetra Tech may also be called upon to support ad hoc or scheduled meetings with City and FEMA staff. These meetings may include:

1. 406 Mitigation Proposal Reviews
2. Ad hoc meetings with Consolidated Resource Center (CRC) / Informal RFI meetings
3. Regularly scheduled meetings
4. Additional meetings to maintain project forward momentum/progress

Our approach will include pre-calls and preparation prior to meetings with the State of Florida and FEMA. This will include preparation of agendas, PowerPoint, technical memorandums, and technical studies. In each meeting Tetra Tech will also provide notes from all FEMA and State meetings will be made available to all participants to memorialize the discussion.

Our Philosophy: Disaster Cost Recovery and Project Management Consulting

It's Not What You Get, It's What You Keep: At Tetra Tech, we understand that all federal funds come with strings attached. We are adept at developing strategies, action plans, policy, and processes to achieve program success and eliminate funding claw backs.

Efficiencies to Maximize Benefits: We will help the City receive maximum benefits from federal disaster programs while minimizing the out-of-pocket costs by implementing Standard Operating Procedures and Guidelines aligned with current FEMA, FDEM and any policies and regulations applicable such as from U.S. Treasury.

Bringing in the Right People at the Right Time: Every incident is different, so our team is scalable to meet the needs of the City. Our staffing and resource plan will be constantly evaluated and revised as the pandemic evolves from short-term recovery to long-term recovery and beyond.

Leading Recovery of the Entire Community: Tetra Tech is prepared to assist the City and its cities through the disaster recovery process if called upon. We have the technology systems, processes, and experience to represent the City in

gathering and vetting these requests. Our experience has shown that strong applicant training and advocacy effort yields successful results.

Retaining Funding Through Documentation and Audits: We have a proven track record of success in retaining funds and resolving disputes with funding agencies. Tetra Tech will provide guidance and assistance on internal controls and documentation requirements to ensure projects are fully supported and “audit-ready.”

FEMA PA Project Work Plan

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 City and Tetra Tech during the Task Order scoping meeting discussed above and memorialized in the Task Order.

Tetra Tech PA Project Timeline

Time	Tasks	Deliverables/Milestones
Annual Training and PA Updates		
Annual	Meet with City of Port Orange to review PA Administrative Plan, provide annual refresher training course, and provide PA updates	• Conduct annual coordination meeting with the City • Obtain and coordinate management of critical documents and files, • Review and revise PA plans and procedures, as required • Provide PA legislative and regulatory updates
Pre-Event Activities (In cases of a no-notice event, the following pre-event tasks would be performed immediately post-disaster)		
H-96	Communication check/internal capabilities review	• Contact the City via phone to establish a point of communication • Initiate daily Tetra Tech Team conference call (Tetra Tech Team) • Determine potential staff resource requirements (Tetra Tech Team)
H-72	Execute responsibilities and activate contracts	• Review statewide procedures/guidance documents issued from the State • Continue daily Tetra Tech Team conference calls (Tetra Tech Team)
H-48	Monitor storm track and continue preparations	• Place Tetra Tech Account Manager & key PA staff on alert to prepare to mobilize • Conduct regular meetings with the City
H-24 *	Mobilization	• The City issues Task Order (TO) and notice-to- proceed to the Tetra Tech Account Manager and key Recovery staff, as needed (for no-notice event this would come after TO scoping meeting occurs) • Save critical documents and files to the network drive, USB drive, and laptop hard drive • If requested by the City, deploy Phase 1 staffing (Project Manager and other key Recovery staff to EOC) • Support incident action planning through the entirety of the response and recovery efforts
H-0	Arrival/Impact of Disaster or Initiate Response to No-Notice Event	
Response and Recovery		
H +24	Mobilization	• Deploy Tetra Tech staff in accordance with the City TO requirements • Coordinate with the counties to support PDA and prepare to receive PDA data

		• Provide damage and debris model and estimates
H +48	Damage assessments/operational plans	• Conduct Tetra Tech/City project kickoff meeting • Begin development of PA Disaster-specific Work Plan • Participate in status review meetings • Continue PDAs data collection and support • Develop cost estimate and other inputs required for presidential disaster declaration • Develop operational plan for disaster-specific issues • Receive approval for PA Work Plan • Develop training protocols
H + 1 Week	Stabilize response	• Plan and schedule applicant kickoff meetings • Begin weekly reporting to the State Public Assistance Officer (SPAO)
H + 2 Weeks	Implement programs	• PA Technical Support and Service section fully functional • Deliver PA training to City, as requested • Conduct applicant kickoff meetings • Provide debris analysis
H + Multiple Weeks	Full project implementation	• Provide PW support to City • Test 20% sample of PWs and report results • Review PWs for mitigation opportunities
Weekly	Project maintenance	• Participate in weekly review meetings • Provide the City with weekly status reports
When Needed	Support services	• Provide the City with issue report within 24 hours of identifying a significant issue • Provide City with program advocacy • Deliver assessments on complex issues management and resolution • Provide regulatory reviews • Assist in appeals • Conduct desk audit on completed PWs
Available Anytime	Support services	• Project Report Dashboard • Access to <i>RecoveryTrac</i>™
Project Completion	Document turnover/closeout	• Conduct final inspection on PWs • Provide closeout package

Tetra Tech is very experienced in working closely with cities and special districts on behalf of a City. These operations require close coordination and effective communication across the emergency management structure to ensure the proper execution of responsibilities across the units of government – and we'll do just that for the City of Port Orange. Examples of our experience include the following:

- **During Hurricane Ian in Florida, Tetra Tech provided substantial resources on behalf of Lee County to restore water and wastewater systems that were significantly damaged. This required close coordination with the State, the County, and local City governments within Lee County.**
- Philadelphia is a coterminous City and County that Tetra Tech has worked closely with for many years including planning, training, and after-action reports. For the past 2.5 years Tetra Tech has helped the City/County manage over \$375 million in federal funding from Treasury and FEMA.
- In the State of Connecticut, Tetra Tech has helped 30+ Applicants submit over \$400 million in FEMA PA reimbursement requests and is preparing to review nearly \$1 billion in FEMA PA claims for their COVID-19 disaster.
- Tetra Tech is working with Fort Bend County, Texas, on a variety of infrastructure grant programs focused on flood mitigation, road and bridge work, pedestrian and bicycle lane expansion, and broadband support. Our team closely

coordinates with both cities and special districts within Fort Bend County to ensure transparency and regional buy-in.

- The City of Long Beach, California, is currently working with Tetra Tech on managing over \$45M in FEMA PA project management, to include project reimbursement risk analysis, force account labor cost reconciliations, technical support on multi-million dollar eligibility questions at the state and FEMA Region level, and the creation of a Long Beach-focused FEMA PA Processes and Procedures Manual.
- Tetra Tech is assisting Warren County in Category A-G FEMA PA projects as a result of the DR 4630 Kentucky Tornadoes. Work includes deconflicting with City of Bowling Green and State debris removal efforts that occurred in the immediate aftermath of the disaster.

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

Public Outreach

Tetra Tech is prepared to assist with developing a means for the City to manage communications and public affairs. These strategies typically include:

- **Facilitated discussions with City leadership.** From the beginning of our partnership, Tetra Tech will work closely to understand and implement the City's needs and priorities. We will facilitate discussions with City stakeholders and leadership to gather high-level input to the direction of upcoming communications campaigns. In all efforts, we will follow the City's guidance and provide insight into industry best practices in information-sharing.
- **Program press releases in coordination with FEMA.** We have previously worked with FEMA to co-author and publish program press releases to report on status, progress, and expectations. We will support the City in the creation and editing of these press releases to communicate program impacts in coordination with FEMA.
- **Accessible communication to impacted communities.** 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's Public Information Officer to ensure the correct information regarding FEMA programs is provided to the public in a format that is accessible to the City's diverse population, in a language all can understand.
- **Communication of clear expectations in Applicant Briefings.** Communication with applicants is a critical piece of program communications. Tetra Tech will work with the City to schedule and execute Applicant Briefings to clearly communicate expectations, procedures, and timelines. Our goal is to allow all communities to obtain and retain the funding they need in compliance with state and federal procedures.
- **Dashboard reporting to increase program visibility.** We are proud of the tools we have developed to support real-time and dashboard-based reporting. These tools help our clients stay current with program progress and key performance metrics and provide ongoing visibility into the data behind our efforts. We believe program successes should be broadly communicated both internally across City audiences and externally to the general public to help gain trust and increase confidence in the impact of program spending.
- **Nontraditional public communication.** When engaging with the public, Tetra Tech will maintain awareness

and clear communication for IA programs in accessible ways. For communities that need additional outreach, Tetra Tech pursues omnichannel communication strategies across traditional (news, print, press releases, etc.) and nontraditional (social media, e-mail, text, etc.) to reach as broad of an audience as possible across digital divides.

Assistance During the Audit and Appeals 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

While Tetra Tech will work with FEMA, the State, and the City 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 are engaged by the City to assist in an appeal, we will collaborate with the City on the legal/FEMA policy-related components of the appeal.

Cracking the Code

Tetra Tech’s team has extensive experience working with agencies to ensure they receive all the insurance reimbursements to which our client is entitled. Our team’s approach is to take advantage of all reimbursement and funding opportunities that are available to its clients and ensure that insurance issues are properly handled, such as:

- Understanding the terms and conditions of the insurance policies coverages and the interpretation of same.
- Assist with the recovery process to ensure that the various recovery steps comply with insurance claim requirements and FEMA Policy for the PA program.
- Assist with the assessment/evaluation of the damaged property and review detailed written estimate of damages for accuracy and completeness.
- A thorough analysis and complete documentation of the cause of the damage - wind vs. flood is a common issue that needs proper handling and is especially important when the policy coverage has low flood sub-limits.
- Assist with/perform a reconciliation of the insurance proceeds – an insurance allocation verses FEMA insurance deductions on each PW.

Project Documentation

Information Technology and Data Management

Perhaps the most critical component of the grant process will be project reporting and providing the City with visibility to the process. Our team has spent years on research and development to streamline FEMA PA documentation and data management functions, with a focus on minimizing the cost to our clients while improving the visibility of project operations. To maximize the efficiency and effectiveness of the program, the Tetra Tech team proposes using its *RecoveryTrac™* system. The *RecoveryTrac™* system was specifically designed for the management and administration of documents, data, and information related to grant administration and case management.

The *RecoveryTrac™* system is the result of these efforts. The *RecoveryTrac™* system 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.

As a means of warehousing files, Tetra Tech utilizes the *RecoveryTrac™* Data Management System as a secure, password-protected, online file-sharing platform to store electronic copies of the monthly progress reports, project work plan, files, and other project-related information. In this way, the City will have access to project-related information in one easy-to-access location without having to spend the time and expense of maintaining their own project filing system. To facilitate a streamlined approach to administering disaster grant programs, Tetra Tech has configured the *RecoveryTrac™* system to organize and manage data and documentation associated with each of the programmatic areas.

Documentation and Reporting Services

Service Offering	Description
FEMA Reimbursement Technical Assistance Consulting	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.
FEMA Compliance Monitoring and Audit Oversight	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 FEMA 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.
Grant Application Development and Administration	Tetra Tech provides grant application development and administration, which involves providing grant program specialists to assist with the time-consuming process of gathering data and information required to develop grant applications to various agencies and programs.
Financial Advisory	Tetra Tech provides financial advisory services involving the development of program budgets to provide transparency to grant recipients relating to the local cost share, the financial burden, and obligations for program participation.
Data & Documentation Management	Tetra Tech provides data and documentation management by storing grant-related data in a manner that provides efficient recall and review during closeout and auditing.
Contractor Invoice Reconciliation	Tetra Tech assists clients with contractor invoice reconciliation, which involves ensuring accurate payment to contractors and assigning incurred costs to funding sources to minimize local cost-share.
Regulatory Compliance Monitoring	Tetra Tech provides regulatory compliance monitoring by documenting proper regulatory compliance to maximize reimbursement and to avoid fines and site shutdowns, which slow the recovery process.
Project Scoping	Tetra Tech's grant reimbursement team can create scoping documents that involve developing scopes of work for grant funding projects, using key terminology, and highlighting awareness of historical precedence, which maximizes grant funding opportunity.

Service Offering	Description
Management Cost Monitoring	Tetra Tech's <i>RecoveryTrac</i> ™ proprietary monitoring software, will allow the City to monitor the amount of management costs available for administration of the PA Program.
Grant Closeout	Tetra Tech assists clients' years after a disaster by providing closeout services. This includes developing a closeout package that is organized to satisfy grant closeout and auditing.

Dashboard Reporting

RecoveryTrac™ is a web-based application that provides the City with a real-time portal to the Tetra Tech team's project work. Tetra Tech will customize *RecoveryTrac*™ reports to meet the City'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 GrantsPortal.

Because Tetra Tech has managed FEMA PA grant programs for clients across the country, we can anticipate the information the State and FEMA will request to review throughout the entire grant lifecycle. We have built these requirements into our SOPs and our automated system for tracking and controlling costs. We provide transparent, concise, accurate, and routine information to state and federal agencies in aggregate and disaggregate formats as requested and needed. Our proprietary software allows us to run reports in real time that show a summary of costs to present to FEMA. We can generate these reports in various formats depending on what information is being requested. Our professional and knowledgeable staff can facilitate a presentation of summaries and reports that will provide the State and FEMA the information they need to support the City.

Program Reports

In order for effective reporting to be achieved, key information needed for decision-making must be extracted and summarized from the large volume of data that is collected through the use of project controls processes and tools. We achieve this through a combination of reporting formats, content, data visualization, and careful analysis of the data to result in sound conclusions and recommendations.

Weekly Reports

The Tetra Tech team will prepare and submit a written report in electronic format to the City. The report will include information related to the key performance indicators (KPIs) agreed to with the City Project Management Staff during the kickoff meeting including numbers of applications, number of awards, denials, status, and the number of projects monitored and closed out.

Weekly Status Meetings

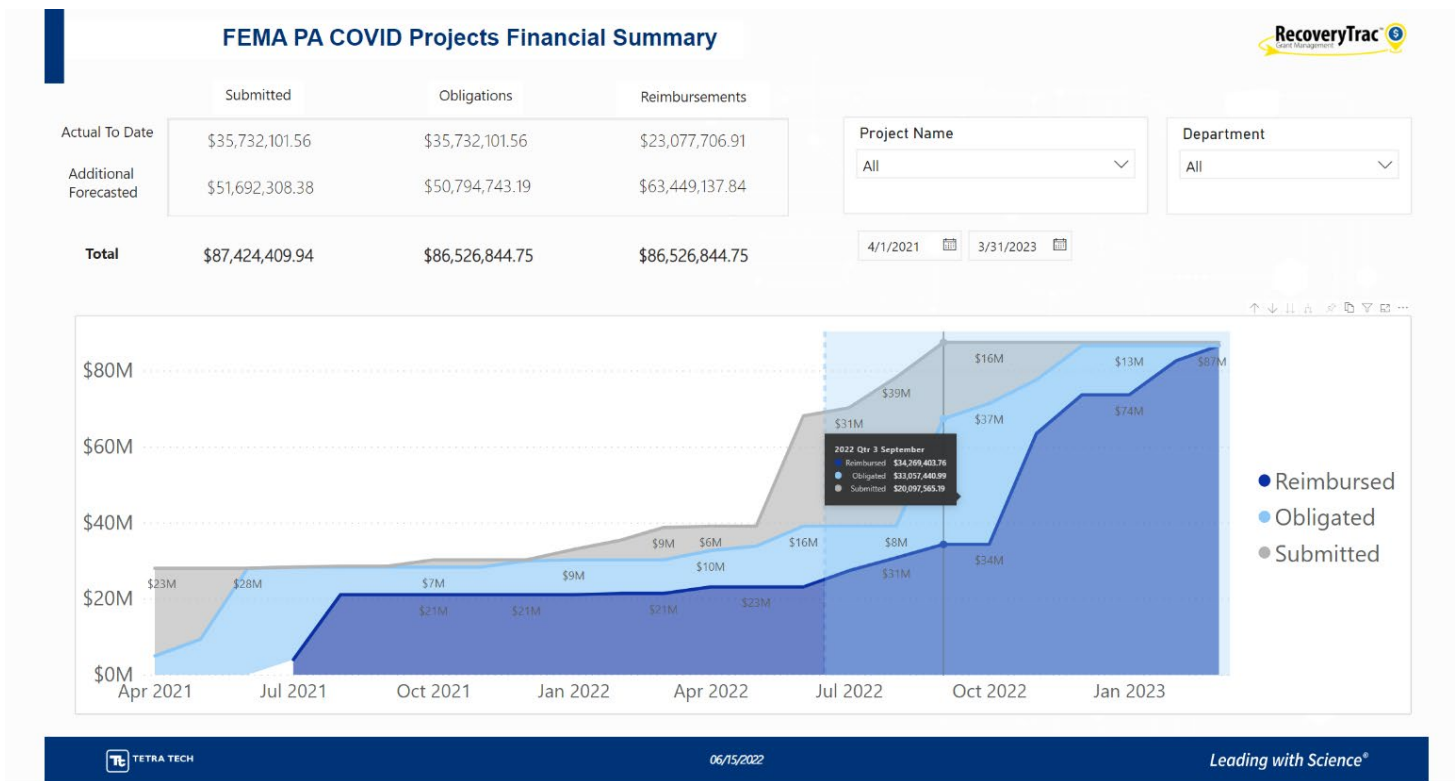
Tetra Tech's program manager will meet each week with the City to review the weekly status report and discuss any issues, concerns, or problems.

Monthly and Quarterly Progress Reports

Tetra Tech tailors our data management tool so that the review and analysis of the data and preparation of tables and graphs is as automated as possible. This approach will provide consistency and accuracy to our reporting and give the City staff the opportunity to review the data and provide their insights to make the reports more meaningful from a project delivery viewpoint. In the development of our reports, the Tetra Tech team will apply proven principles, including:

- Focus on the core essentials of the program; avoid trying to discuss all aspects
- Maintain a future orientation; concentrate on where the program is going
- Be concise; limit the total number of pages
- Present information in graphs and tables as opposed to narrative
- Provide well-written and engaging narratives
- Employ standard milestones throughout for consistency in reporting

- Avoid unnecessary details; references can be provided for supporting documentation
- Issue the report in a timely manner
- Fully validate and cross-check all data



Annual Performance Reports

We understand that the purpose of the Annual Performance Report is to provide a concise and insightful summary of progress that is suitable for executive-level review and potentially wider dissemination. The format will be provided to the City for early review and comment.

Final Report

As the final deliverable provided by the Tetra Tech team, the Final Report will capture the lessons learned and serve as a final accounting of the performance in program delivery. The Tetra Tech team will begin the process of Final Report documentation before the end of the contract period to deliver a well-organized and insightful document that could serve as a roadmap for future successful projects. This approach is consistent with our “deliver with the end in mind” approach to program management.

Tetra Tech Cost Price Analysis Worksheet

TETRA TECH

Disaster Name | Subgrantee
Cost/Price Analysis

Project Information	
Disaster Name:	
Disaster Number:	
Project Name:	
Project Number:	
Purchase Order(s):	
Total PO Amount:	

STEP 1: INDEPENDENT COST ESTIMATE

For the pricing used on the Harris County ICE form, please indicate which data points were used to establish the pricing:

Price Estimate Information	
	Historical Pricing – i.e. previous bids, quotes, or procurements
	Market research
	Interviews with industry experts
	Prior personal experience
	Work performed at other entities, for example City of Houston
	Other:

Include all associated support, including printouts from online research, emails, or previous contracts used to establish estimated cost.

STEP 2: COST/PRICE ANALYSIS

Price Analysis is used when price is the sole factor in consideration.

Price Analysis	
	Compared proposed prices received in response to the solicitation; requires at least two responsible offerors/bidders and assumes no unusual actions that negatively impacted competition.
	Compared historical proposed prices and contract prices with current proposed prices for the same or similar goods or services; can consider changes in quantity, delivery schedules, economy.
	Compared offer with competitively published catalog prices, published market prices, or similar indices.
	Compared proposed prices with independently developed price estimates and/or market research.
	Compared to prices set by law or regulation; includes FEMA's Equipment Rate Schedule and Federal Supply Schedules.
	Other:

A Cost Analysis is used when the procurement is more complicated, for example if multiple price elements are present, if factors other than price are present, or if there is limited competition.

Cost Analysis – Each step must be completed

	Verified the individual cost elements add up to the total proposed price.
	Verified each cost item is necessary and reasonable for the required scope of work.
	Compared the costs proposed for individual cost elements with previously incurred actual costs and independently developed estimates.
	Sought input from experienced personnel to assist in the analysis of hours, materials, and equipment proposed, quantities, tooling, testing, head counts, productivity, and similar factors.
	Consulted the resources referenced above for price analysis to the extent available to aid in confirming proposed pricing.
	Other:

STEP 3: REASONABILITY DETERMINATION

Briefly summarize how the price of the chosen vendor is compatible with the independent estimate performed in step 1. If the prices are significantly increased from those in step 1, please explain any reasoning for this change. For example, "a nationwide shortage of facemasks and a pandemic increased the price for facemasks at the time of the procurement. Of all vendors providing quotes for the requested supply, only Vendor A was able to deliver within two weeks and therefore was chosen to supply the masks."

Contractor Billing Oversight

Tetra Tech assists clients with contractor invoice reconciliation, which involves ensuring accurate payment to contractors and assigning incurred costs to funding sources to minimize local cost share.

Tetra Tech will tailor the *RecoveryTrac*™ Project Workflow Case Management System (CMS) to the City's needs. Tetra Tech will customize *RecoveryTrac*™ reports to meet the City's specific needs for both force account labor and contractor invoice records. *RecoveryTrac*™ has been designed to make an auditor's job easier by linking all costs to the proof of payment, invoice, and backup of the documentation to show the cost eligibility.

The *RecoveryTrac™* grant management system was specifically designed for the management and maintenance of documents, data, and information related to grant administration and case management. The result is a networked and highly functional framework for collecting, managing, and leveraging the flood of incoming data to visualize project projection and recovery in real time using customized dashboard reporting.



Key Features

Information is a critical ally when supporting a major community to stabilize in the wake of a disaster. Funding agencies require highly granular data to support grant application and reimbursement. Tetra Tech has configured the *RecoveryTrac™* grant management system to organize and manage data and documentation associated with each grant program in mind.

Real Time Statistics

Audit-Ready Data

Exporting Capabilities



Efficiency

Regulatory agencies can quickly search and review electronic project data files.



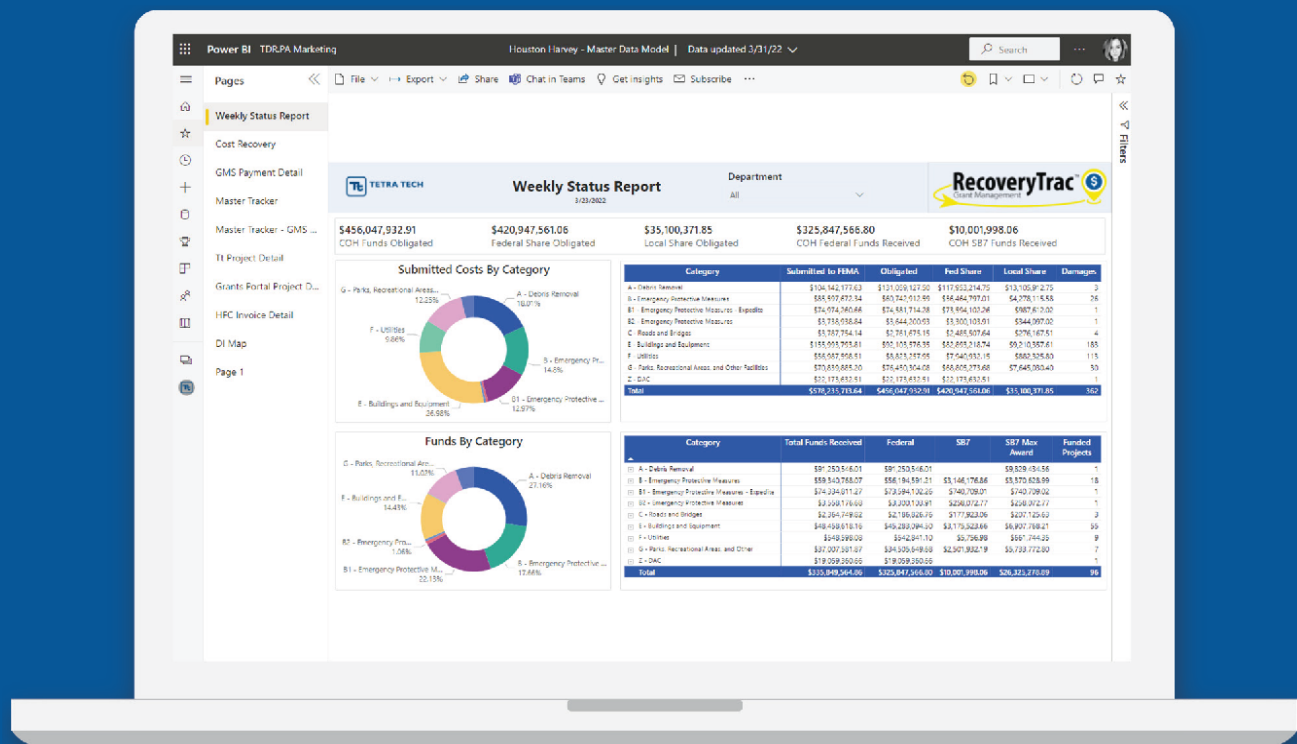
Enhanced Reporting

Fully customizable data control facilitates custom reporting for all recipients.

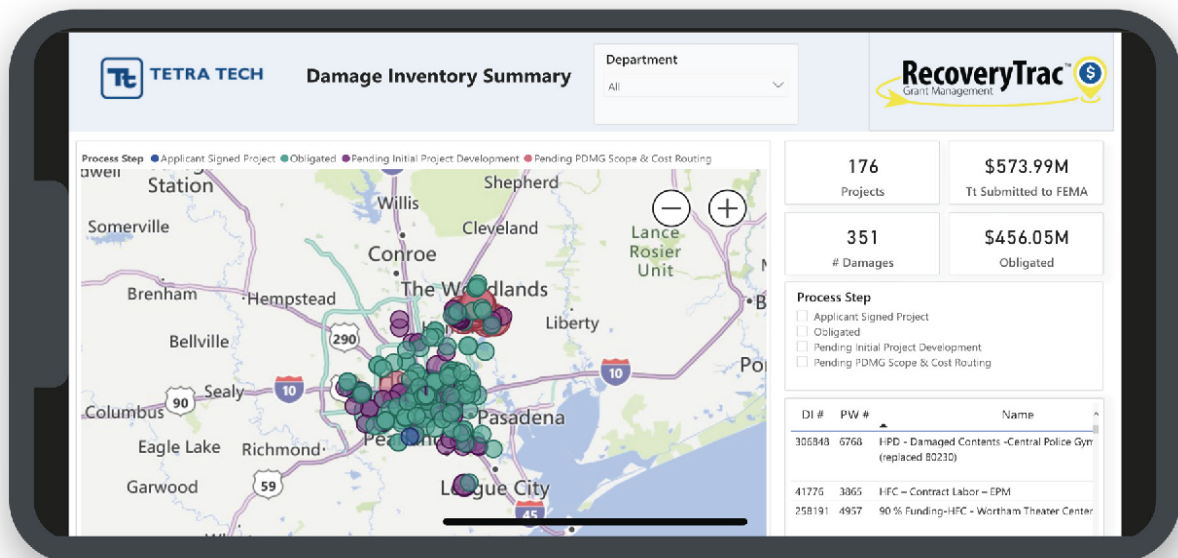


Fully Transparent

Access to a real-time portal to review project analytics and progress as it happens.



Customizable dashboards are designed to expand with your needs. The *RecoveryTrac™* system provides aggregate data management and chain-of-custody tracking of changes. Dashboards are web-accessible with cloud storage, and flexible and expandable to encompass project and portfolio lifecycle tracking.



Geospatial project tracking powered by Microsoft PowerBI. Tetra Tech has leveraged emerging technologies and the use of proprietary geospatial GIS software into all phases of emergency management. This software tracks key data against program objectives and key performance indicators, building the highest level of transparency for grant expenditure.

Project Worksheets and Documentation

Development of Project Worksheets

Tetra Tech is prepared to assist the City in all levels of Project Worksheet (PW) development. Tetra Tech will assist in all phases of PW development including, but not limited to, the following phases of PW development and monitoring:

- Visits to damaged sites
- Domain Driven Design (DDD) development
- Cost Estimates
- Engineering reviews (if applicable)
- Environmental reviews
- Historic preservation reviews
- Insurance subrogation
- Negotiations with FEMA on project scope and costs
- Responding to FEMA RFIs
- Interim and final inspections
- Audit support
- Appeals support

Tetra Tech and our project team have significant experience supporting clients in performing cost analyses. With over 27,000 technical specialists and engineers and multiple offices throughout the region, Tetra Tech will support the City in any of its PW development and forensic needs.

Tetra Tech's PA SOPs reflect requirements of the formulating PWs within the GrantsPortal system and following FEMA's Streamlined Process for COVID-19 Disaster.

Following Hurricanes Matthew, Harvey, and Irma, the Tetra Tech Team was able to provide eligible costs and documentation to write the PWs using *RecoveryTrac™* technology, **resulting in identifying 25% more damage than FEMA.**

In the preparation phase of the PW (e.g., Project Formulation), Tetra Tech will identify the project category (A-G), determine if it is a large or small project, whether it is work to be completed or work completed, and ultimately draft the scope of work for the project.

Damage Assessments

Federal disaster programs require the City to demonstrate that certain damage thresholds have been met. The speed with which the City can document, gather, consolidate, and submit damage estimates to FEMA determines how quickly disaster assistance is provided. Tetra Tech can provide the immediate support to expand the City's ability to conduct Preliminary Damage Assessments (PDAs).

Tetra Tech has performed PDAs for clients in the states of Florida, Texas, South Carolina, North Carolina, Connecticut, and Puerto Rico in the last three years alone. We have standardized methodologies and our *RecoveryTrac™* tablet and mobile device software system that can be used by Tetra Tech or loaded on the City's devices to collect uniform PDA data quickly and efficiently.

Tetra Tech *RecoveryTrac*™ Preliminary Damage Assessment Electronic Data Collection



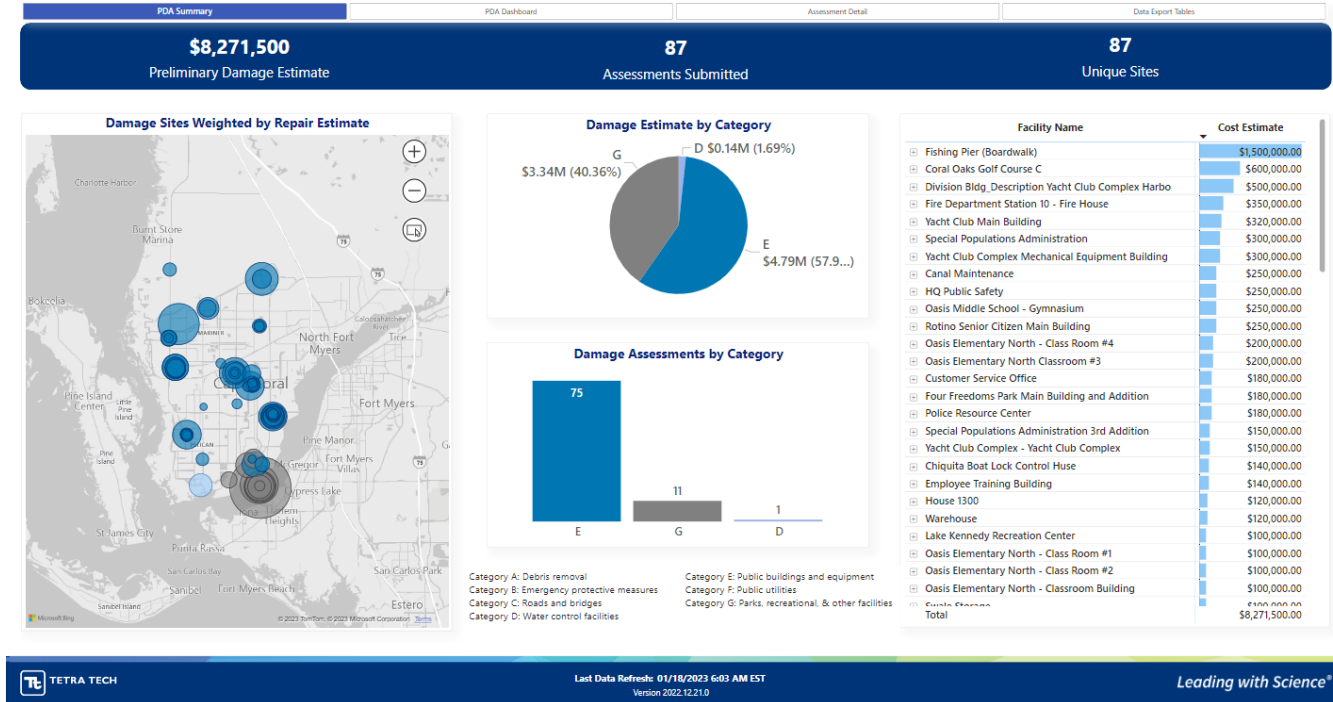
The Tetra Tech team has established SOPs for PA support developed over hundreds of past projects under the old and new delivery models. ***The SOPs have been recently updated for the latest version of the FEMA GrantsPortal system.*** When developing PWs and versions, Tetra Tech will use these SOPs to incorporate accurate scopes of work, damage descriptions, and cost estimates. The draft PW will take advantage of site visits performed by Tetra Tech cost estimators and PA technical staff, including photography of the damaged assets collected in *RecoveryTrac*™, Tetra Tech's Android-based PA project and information tracking tool.

Tetra Tech staff will be available to perform damage assessments and site visits to damaged assets (with the prior approval of the City) to capture certain critical information using Tetra Tech's Android-based PA project and information tracking tool, *RecoveryTrac*™. Information to be collected would include the following:

- Digital photographs and video of the damage site
- Address and GPS coordinates of the damaged site
- Brief narrative of the damage observed
- Document assumptions being made with respect to repair or replacement

Sample Damage Assessment Dashboard

Hurricane Ian: Preliminary Damage Assessment Summary



Maximizing Federal Funding

We understand how federal funding sources can work "in concert" to reduce local financial impacts to the City, such as FHWA's Emergency Relief (ER) Program, NRCS Emergency Watershed Protection (EWP), HUD's CDBG-DR, CDBG-MIT or CDBG-CV programs, Treasury Coronavirus Relief Program (CRF) or American Rescue Plan Act (ARPA). For those projects that may require a local funding component, we will work with the City and its representatives to identify and apply for innovative sources of assistance, working this into cash flow projections and final cost calculations.

Tetra Tech maintains internal Policy Groups specializing in FEMA, HUD, Treasury, and other federal funding agency policy, comprised of subject matter experts within our organization and partners. These groups are focused on reviewing and analyzing federal funding passed to state, tribal and local governments through new and existing programs for economic, whole community recovery. With the support of these experts, the City gains direct insight into the successes and best practices learned across Tetra Tech's nationwide preparedness, response, recovery, and mitigation operations.

Tetra Tech works directly with our clients to identify and scope projects during the planning phase, align with competitive funding, conduct conceptual design and engineering during grant development, to full cost estimating and engineering for implementation.

Tetra Tech is a **turnkey provider** that can perform an all-inclusive approach, and with a national reputation for quality, reliability, and capacity to handle a variety of services. We have decades of experience in upholding regulatory compliance, which is imperative for large, complex programs that implement innovative concepts for whole community recovery.

As a **full-service engineering firm with expertise in federal grant compliance**, Tetra Tech is able to support development, design, prioritization, delivery, and closeout of a wide range of projects, from infrastructure engineering to disaster debris monitoring.

Tetra Tech's Top 10: Maximizing Federal Grant Funding

1	Prepare a comprehensive plan .	Maintain a comprehensive disaster recovery plan that outlines the process for applying for federal funding, as well as the roles and responsibilities of state and local agencies, and other stakeholders.
2	Coordinate effectively with federal agencies.	Establish a strong working relationship with federal agencies, such as FEMA and HUD, to ensure that they are aware of the City's needs and are familiar with the City's recovery plans.
3	Use all available resources .	Make use of all available resources, including federal grants, low-interest loans, and other forms of assistance, to maximize funding and minimize impacts on affected communities.
4	Be ready to provide documentation .	Be prepared to provide the necessary documentation, such as damage assessments and cost estimates, to support funding requests through federal grant programs.
5	Be proactive in identifying unmet needs .	Actively identify unmet needs in affected communities and work with federal agencies to secure additional funding to address those needs.
6	Be transparent and accountable.	Be transparent and accountable in the use of federal funds, and provide regular updates on the use of funds and the progress of recovery efforts to the general public.
7	Maintain a focus on timelines .	Timeline and deadline management are critical in ensuring that the state's needs are met and that the state is in compliance with federal regulations.
8	Leverage in-state and local expertise .	Leverage in-state and local expertise to identify and prioritize the most critical recovery needs, and to develop and implement plans that will help to minimize the impact of future disasters and promote long-term recovery and resilience.
9	Engage the affected communities.	Involve the affected communities in the recovery process by keeping them informed and engaged throughout the process.
10	Partner with experts .	Partner with a disaster recovery consultant like Tetra Tech to have expert guidance in maximizing the federal funding available and prioritizing recovery projects across all grant programs.

Working with a Broad Range of Applicants

Our solutions are built on experiences from our current work with a broad range of federal grant funding applicants to efficiently and effectively meet both recipient and subrecipient needs. Tetra Tech's proven methodologies for assisting clients to expedite recovery programs by prioritizing compliance, advocacy, and customer service. **The Tetra Tech team has worked with all types of applicants in all types of scenarios.**

Experience with Types of Applicants

Throughout the course of completing countless response and recovery projects for more than two decades, we have overseen numerous federal grants, including PA, HMGP, FMA, IA, CDL, CDBG, ESG, CRF, CARES, ARPA, PDM, FHWA, FTA, and USDA-NRCS for the following:

- States
- Counties
- Cities
- Individuals
- Houses of Worship
- Small Businesses
- Non-Profit Organizations
- Agricultural Producers
- Public Utilities

Applicable Codes and Standards Upgrades

Tetra Tech's team of technical experts will identify during project formulation all eligible work, including upgrades that bring facilities into conformity with current applicable codes, specifications, and standards. Our team's expertise in interpreting and applying these potential improvements utilizing PA funding for repair or replacement have added significant value in project scope and cost. Further opportunities to extend PA eligible funding if a building is eligible for repair, replacement, or is being constructed as an improved or alternate

Our team is prepared to provide implement the latest FEMA guidance on Codes & Standards as outlined in the September 28, 2022 memorandum, thus providing immediate benefits to subrecipients following Hurricane Ian and Nicole.

project where natural hazard-resistant codes and standards and related provisions will also be identified by our team of experts. For buildings, electric power, roads, bridges, potable water supply, and wastewater, FEMA requires that Subrecipients incorporate specific codes, specifications, and standards in accordance with FEMA Recovery Interim Policy FP 104-009-11 Consensus-Based Codes, Specifications and Standards for Public Assistance. Our team has utilized this policy to impact the final scope and cost of dozens of building and water/wastewater projects since this policy was promulgated.

Insurance And Other Funding Support

The Tetra Tech Team's approach to maximizing disaster recovery funding includes engaging insurance companies to account for insured and uninsured losses as well as understanding and submitting deductible payments for reimbursement. Services to be provided by Tetra Tech during this task include the following:

- Gather, review, and summarize applicant insurance policies
- Accompany insurance adjuster to damage site
- Obtain insurance adjuster's summation of damage
- Develop or review insurance claim filing
- Monitor status of claim processing
- Confirm that insurance claim proceeds are reconciled to appropriate project
- Record receipt of insurance proceeds on grant application to demonstrate subrogation and non-duplication of benefit

Managing insurance claim funding requires careful attention to avoid duplication of benefits and grant funding deobligations during closeout. Tetra Tech will confirm that insurance claims are properly filed, and the resulting proceeds are accounted for accurately to protect the applicants against such events.

Training City Staff

Tetra Tech training staff will coordinate, integrate, and manage the training activities of all staff responsible for providing program services. All users of the *RecoveryTrac*™ system will go through our *RecoveryTrac*™ system training as part of our normal onboarding process. Moreover, Tetra Tech will train any State staff in the use of *RecoveryTrac*™ system and in our policies and

procedures, once finalized. Tetra Tech will store in our centralized electronic repository current and historical policies and procedures, system design training materials and release notes, and all other related materials.

Tetra Tech will deliver consistent work products and mitigate issues of data quality or errors by developing SOPs for each project task. Once approved by the City, we will train our staff on each element of the work and how to implement the SOPs correctly. Tetra Tech will conduct small-group, in-person, and webinar (Microsoft Teams)-based training. After completion of training, one-on-one reinforcement trainings will be delivered.

Tetra Tech uses the Systemic Approach to Training (SAT) method of training curriculum development. This is the same curriculum development process adopted by the Department of Defense, the Department of Homeland Security, and FEMA. We chose the SAT because of its track record for developing uniform and efficient training. Also, we constantly review the program's procedures so that all training materials follow current policies and procedures, updating our training materials as necessary. We have developed a training curriculum for our Intake Specialist and Case Manager staff. We can quickly make necessary changes to that training once the City has approved our policies and procedures. Our Estimator/Inspectors will be trained to follow our inspections and our change order policies and procedures once they are finalized and approved by the City. Tetra Tech also provides onboarding training for new and current hires. Tetra Tech also cross-trains our staff, as required.

Tetra Tech follows the ADDIE model of instructional design, which includes five phases: Analysis, design, development, implementation, and evaluation. This process allows for a dynamic, flexible guideline for building effective adult learning training modules. Tetra Tech will conduct the training in-person or online using Microsoft Teams. For in-person training, Tetra Tech assumes the City will provide training space, advertise trainings, register attendees, and provide attendees with training materials. Tetra Tech will provide the City with one master of training materials and detailed printing instructions for duplication.

These courses will center on topics such as obtaining and maintain requirements for insurance, GrantsPortal, damage assessments, procurement, and general cost recovery trainings. These trainings are revised annually based on the latest FEMA policies, guidance and the most recent disasters from the previous year. Our team's approach to training includes:

- Interactive lecture
- Facilitated discussion with participants
- Scenario-based instruction with "hands on" activities
- Hybrid of live instruction or prepared videos
- Relevant examples based on our experiences working nationally within the multiple disaster grant programs

These courses can be delivered in the following formats based on the City's needs:

- **2 Hours:** Remote training via online platforms designed for high-level overview of a specific topic or executive-level briefing.
- **4 or 8 Hours:** Half-day or full-day In-person or Remote Workshop via online platform targeting those individuals with project management or day-to-day responsibilities within a recovery program function.
- **16 Hours:** Multi-day intensive in-person training for those groups or individuals that new to the FEMA PA Program or as a bi-annual event with multiple departments.

Spotlight on:

Training Local Applicants in FEMA PA Category A



As the frequency and intensity of disasters have increased in the last decade, more and more applicants across the State are engaged in the FEMA PA process. While some of these applicants are proficient in navigating the labyrinth of FEMA, others need additional support. We feel this is a great opportunity to offer training.

Our team has the expertise to train applicants by offering best practices and standard recovery advice that has proven successful across the nation. **Working closely with the City, we welcome the challenge to develop a schedule of the most requested classes and offer them to applicants throughout the year.**

Recommended Trainings

Based on our experience and understanding of the needs of local applicants, trainings we recommend include:

- Dealing with Debris, the Ins and Outs of Category A
- How to Document A Disaster to Maximize Reimbursement
- Navigating FEMA's Grants Portal, what to do today to expedite your Recovery in the event of a disaster
- Other Federal Funding Sources including Mitigation Dollars

Knowing that many Florida counties and municipalities have limited staff resources, it would be advantageous for them to get as much pre-event training as possible. Having a better understanding of what their responsibilities will be post disaster may encourage them to have contracts pre-positioned for where they will require augmentation.

Additionally, we would love to develop a City-specific playbook that could be distributed to every applicant, it would explain the recovery process step-by-step. The playbook would include typical State and FEMA guidance in addition to tips on disaster strategy and maximizing funding opportunities.

Expertise in Programmatic and Policy Advisory for Federal Grant Programs

The Tetra Tech team has a deep pool of policy and regulatory experts and can provide answers to the most complex regulatory questions. Tetra Tech provides valuable insights for our clients as they navigate Federal program implementation. As indicated by our qualifications, Tetra Tech provides consulting services for government programs across the United States mainland, Puerto Rico, and the Virgin Islands, including FEMA PA, FEMA IA, FEMA HMGP, CDBG-CV, CDBG-DR, CDBG-MIT, HOME, Treasury programs, and many others. Our team approaches policies and regulation questions with a thoughtful, collaborative process that produces sound results that the City can use to navigate the regulations and policies for tracking costs for programs pursued through this contract.

Tetra Tech is an industry expert in federal grant program documentation. This is our specialty, and we have provided this service to our clients on a myriad of federal programs over the last 25 years. We scour program guidance to create a program documentation process that is implemented at the onset of the program. Quality assurance and quality control against program documentation requirements is our standard. We reach out to our network of federal partners to stay ahead of program changes and confirm language of the policy guides.

Throughout the course of the hundreds of grant management projects that our staff have administered for state and local governments across the U.S., our team has developed a deep understanding of local, state, and Federal policies and procedures. **We commit to maintaining compliance with the applicable requirements in project operations and serving as a coach to the City and local jurisdictions to design and deliver compliant programs.**

1	We are experts in federal grant policy.	Tetra Tech has Federal Policy Groups composed of subject matter experts focused on reviewing and analyzing federal funding passed to state, tribal and local governments through new and existing programs for economic, whole community recovery. New information is frequently being released by the federal government in the way of additional funding, guidance documents, and Frequently Asked Questions (FAQ), and our team is immediately primed to analyze and report on impacts to our clients' programs.	
2	We know Florida.	Our team maintains strong relationships with many of the lead federal officers, state executive agency leadership, and staff across Florida's municipalities. With these relationships, many of the critical decisions and key issues can be addressed at the highest level. Our team also understands the duties and responsibilities of emergency management personnel at the state and local level, which helps us build strong relationships.	
3	We inform compliant service delivery.	The Tetra Tech team's primary mission is to aid the City with eligibility, administration, and compliance issues surrounding federal funding allocations. As grant programs and the City needs evolve and new program requirements and guidance are released, we serve as a trusted advisor to modify programmatic SOPs and other procedures to mitigate risk of noncompliance.	
4	Our oversight framework aligns with program requirements.	Tetra Tech will work with the City stakeholders to establish an Implementation Plan along with SOPs for critical program elements, including financial procedures and compliance. We have combed the FEMA, HUD, and COVID-related guidance to develop template SOPs that can be updated and implemented for the City's range of program types. We can quickly customize our templates to meet the City's task order needs and meet federal documentation and compliance requirements.	

5 We maintain audit-ready files.

We know federal agencies routinely and randomly review our clients' programs. We maintain our documentation process so that files are audit-ready, and our procedures are tailored to facilitate review and generation of project submissions.



6 Our team is committed throughout closeout.

Tetra Tech's work does not end when project tasks are complete. Through the demobilization phase, Tetra Tech completes extensive documentation, producing and delivering required deliverables to support auditing. Audit support not only includes a detailed project report that summarizes the project and identifies opportunities for improvements on future engagements, but also includes continued availability of information systems to support closeout information requests.



In a catastrophic disaster, the City may be faced with managing hundreds of millions of dollars from federal agencies such as FEMA, FHWA, and HUD for thousands of applicants. The Tetra Tech team has experience in working both on the grantee and subgrantee levels to track the drawdown of such payments in accordance with the federal regulations.

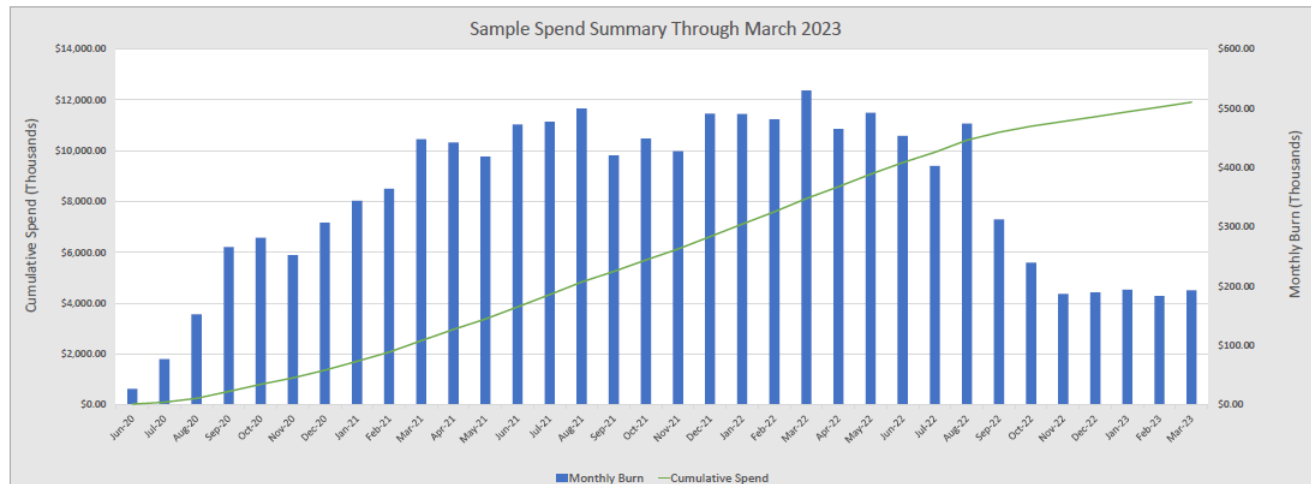
For large, multi-agency and multi-grant funded programs, the Tetra Tech team develops recovery project spending projections and maintains an overarching expenditure dashboard to establish a basis to monitor expenditures and establish cost controls.

Sample PO Summary

TT Project Number	Description	Approved Task Order Amount	TT Estimated Spend Through Week Ending	Balance on Approved PO	Estimated Current Week Burn	TT Costs Estimated through Week Ending	TT Costs Estimated through Week Ending	Involved	Paid	Alt Balance	Date Funding Will Run Out at Current Burn
Active Task Orders/ PO			4/28/2023			5/5/2023	5/12/2023				
1051234	Sample Project	\$15,789,279.50	\$12,066,472.39	\$3,722,807.11	\$33,865.39	\$12,100,337.78	\$12,134,203.17	\$11,912,853.19	\$11,525,870.44	\$386,962.75	6/12/2025

Note: This summary is based on the information and estimates currently available.

Sample Spend Summary Through March 2023



These actions work toward mitigating the risk of unanticipated shortfalls in cash flow, provide a method for allocating grant expenditures, monitor and track to reduce duplication of benefits, and can forecast potential grant award amounts.

In addition, we have assisted our clients with financial controls for requests for reimbursement and state audits as well as Office of Inspector General (OIG) capacity audits.

Federal Regulations Related to Disbursements for Disaster Recovery Operations

Government Accountability Office (GAO) Regulations	2 CFR 200	Single Audit Act and Audit-Related Guidance for Entities Receiving FEMA PA Funds	OMB Memorandums
OMB Disaster Relief Guidance	Davis-Bacon Act	FHWA Form 1273	Federal Accounting Standards Advisory Board (FASAB)
Generally Accepted Government Auditing Standards (GAGAS or Yellow Book)	American Institute of Certified Public Accounts (AICPA)	Cost Accounting Standards (CAS)	Federal Acquisition Regulation (FAR)
FEMA Public Assistance Program and Policy Guides (PAPPGs)	HUD CDBG-DR Administrative Manual	44 Code of Federal Regulations (CFR) – Various Sections	Robert T. Stafford Disaster Relief & Emergency Assistance Act
FHWA-ER Manual (2012)	OMB Updates to Federal Procurement Regulations	Sandy Recovery Improvement Act (SRIA)	Section 428 – Alternative Procedures Pilot Program (Debris Removal)

Closeout Process

Tetra Tech will inform the City, FEMA, State, and other project participants of the Tetra Tech demobilization and prepare for the transition of project-related responsibilities to the City's designated point of contact (POC). We will implement the Program Closeout Plan, including the Program Transition Plan, Final Audit Plan, Agreement Closeout Plan, and Asset Transfer Plan. Additional activities within this phase include data transfer, exit briefings with subgrantee, acceptance meetings with the customer, and final communications.

Tetra Tech is prepared to conduct final inspection activities alongside the City. The purpose of the final inspection is to document that work was completed according to the PW scope of work and that all regulatory clearances have been satisfied. 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.

Closeout packets will be created within the Tetra Tech team's *RecoveryTrac™* system. 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 from our *RecoveryTrac™* system to generate closeout packets that fully and concisely present FEMA with all documentation required for grant closeout.

The closeout packets will typically include the following:

- Listing and copies of PWs
- Closeout PW versions

Key Statistics

Our team has reconciled over \$12B in FEMA PA related documentation.

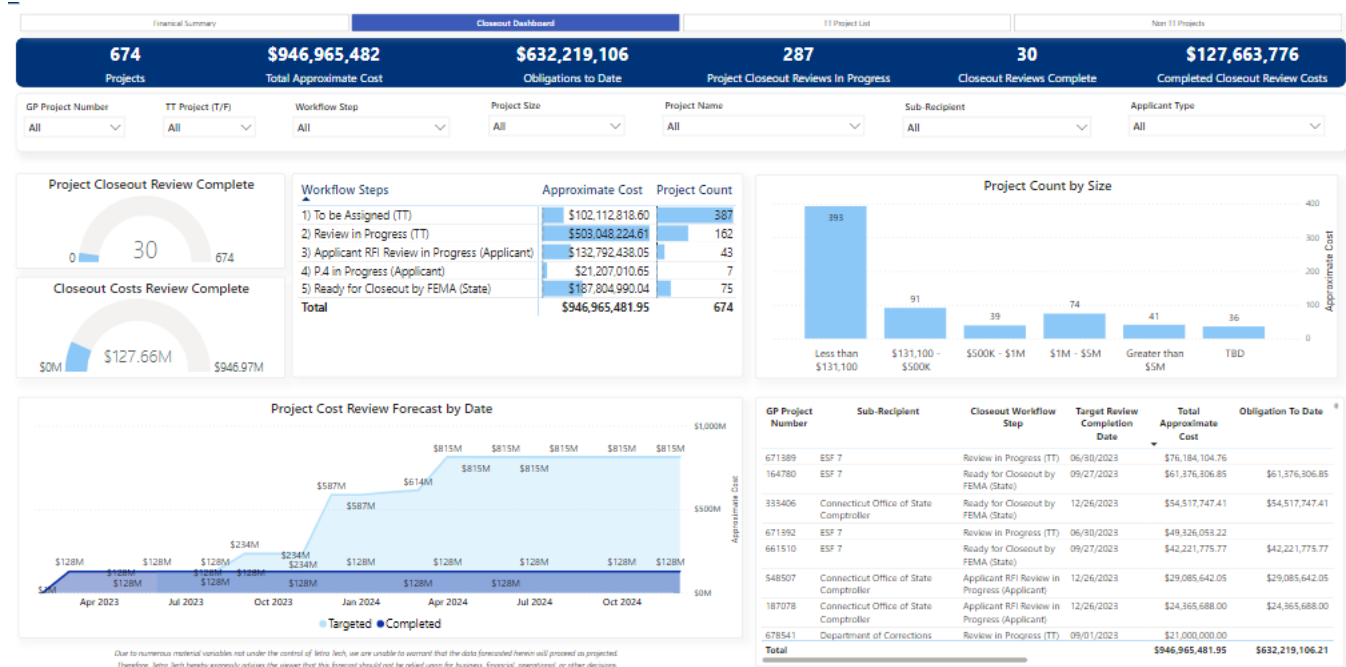
Our team has performed 100+ 2 CFR 200 contract eligibility reviews.

Our team knows the ins and outs of grant management, having worked for Grantees like Florida, Louisiana, Connecticut, Vermont, Puerto Rico, Massachusetts, and New York.

- All associated invoices and receipts
- Force account labor and equipment records
- Project status report/proof of completion and scope of work
- Project inspection reports
- Complete GrantsPortal records detailing FEMA review and approval
- All associated project cost and funding documentation

As the City 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.

Throughout the closeout process, the City will be provided detailed tracking reports for closeout activities. Below is a sample closeout dashboard showing the transparency Tetra Tech provides each step of the way in the review process. This includes showing where each project is in the review queue (with Tetra Tech, the Applicant, the State, or FEMA), project tracking lists that can be exported into PDF or Excel, and clickable charts to drill into any project for a higher level of detail as needed.



Categorize, record, track, and file costs in support of the financial reimbursement process.

Tetra Tech has time-tested cost tracking SOPs used to evaluate the City's cost documentation, including document management integration and associated digitization. This approach represents a comprehensive end-to-end solution for the City that will be web-enabled so that reviewers will have real-time access to the most up-to-date cost and supporting data. Taken to its next logical step, this solution can be accessed by federal agencies, such as FEMA and HUD, to perform review without incurring the expense of traveling to project sites.

Spotlight on: FEMA PA Small Project Threshold Revisions

On August 3, 2022, FEMA's small project threshold significantly increased from \$139,800 to \$1 million. On January 6, 2023, FEMA announced the Public Assistance Simplified Procedures Policy # FP-104-23-001. **Specifically, the policy reduces the documentation burden for eligible facilities, work, and costs for small projects.**

According to the new policy, FEMA will now accept Applicants' certified estimates and summary information for costs under simplified procedures. FEMA will also accept the Applicants' certifications for damage and work rather than requiring detailed documentation. This policy does not necessarily mean that projects will be paid and closed out quicker in all States, Tribes and Territories, unless changes to the Administrative Plan occur (FEMA requires annual updates to the Admin Plans) and will likely result in increased administrative costs for recipients and subrecipients depending on who pays the non-federal cost share.

It is our understanding that the goals of this policy are to reduce administrative burdens and costs, and to accelerate the reimbursement process and the closeout procedures, however, there are increased responsibilities and administrative burdens regarding project documentation reviews, and project closeout requirements upon the Recipients. In addition, if a project cost estimate is underwritten, many small subrecipients may not have the funds to complete the recovery project and run the risk of paying for a higher cost share. All recipients will now assume greater risk when advancing FEMA project funds. De-obligation risk is also higher now for all subrecipients. **Tetra Tech will focus on formulating accurate cost estimates quickly while reducing the risk for potential cost overruns on all small projects.**

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. We have extensive experience in all aspects of project scheduling for many different project delivery methodologies. Our project controls professionals bring decades of scheduling experience 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.
- 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 on a monthly basis and provide any updates or adjustments to the City Project Management Team.
- **Budget Performance Review:** The program budget will be monitored and provided to the City 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 City 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 City. 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.
- **Monitor/Report on Subcontractor Costs:** Tetra Tech will monitor and report on subcontractor costs to ensure they are in alignment with the overall approved cost approved by the City Project Manager and that they remain the best value to the project management team.

Deadline Management

The Tetra Tech team will maintain awareness of all deadlines and, in advance of any upcoming deadlines, assist the City in requesting extensions as necessary. This includes the following deadlines:

- 6 months for Emergency Work (Category A and B)
- Additional 6 months for Emergency Work (Category A and B)
- 12 months for Section 428 opt in
- Additional 18 months for Permanent Work (Category C-G) after 36 months
- Extensions to RFIs
- Extensions to Appeal Responses

In addition, our team will work with the City 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.

Tetra Tech has worked with countless communities following disasters like Hurricane Charley, Jeanne, Francis, Ivan, Ike, Gustav, Harvey, Irma, Maria, and most recently Ian to meet every extension request whether it be debris, emergency protective measures, or permanent repairs for both State and FEMA deadlines.

Long Term Recovery Planning

This section addresses RFP item:

- *Work with the Finance Department to develop a long-range recovery plan in the event of disasters where the cost of reconstruction approaches the cost of relocation or mitigation*

Tetra Tech has experience with HUD CDBG-DR, CDBG-MIT, and CDBG-CV grant programs at every level, including program design, implementation, monitoring, and closeout. Our team members have decades of experience working within HUD's CDBG program eligibility framework, successfully leveraging public funds for our clients.

We work with jurisdictions to develop action plans, complete applications, and identify, evaluate, and prioritize recovery projects, focusing on HUD eligibility. The Tetra Tech team has worked with dozens of communities across the nation to ensure that HUD-funded recovery programs are launched and implemented with long-term sustainability, risk reduction and elimination, and community safety and resiliency in mind.

Specifically, Tetra Tech has supported the planning, development, and implementation of community reconstruction and housing and economic recovery planning programs valued at more than \$10 billion post-Superstorm Sandy and \$2 billion post-Hurricane Harvey. As an example of this expertise in action, Tetra Tech led the creation of the New York

Governor's Office of Storm Recovery CDBG-DR Rebuild by Design Living with the Bay program resiliency strategy, which included the creation of projects across a broad variety infrastructure improvement projects. We are currently working with the Commonwealth of Puerto's \$600 million CDBG-DR multi-sector recovery program and \$3 billion housing recovery program.

Tetra Tech has provided CDBG-DR/MIT support services for:

- **St. Johns County, FL (Hurricane)**
- **Monroe County, FL (Hurricane)**
- New York Governor's Office of Storm Recovery (Hurricane)
- Hawaii County, Hawaii (Kilauea volcano)
- Dougherty County, GA (Tornadoes)
- City of Marathon, FL (Hurricane)
- Lexington County, SC (Hurricane)
- Richland County, SC (Hurricane/Flooding)
- Boulder County, CO (Landslides)
- Dauphin County, PA (Hurricane/Flooding)
- Puerto Rico/U.S. Virgin Island (Hurricane)
- Harris County, TX (Hurricane)

Identification of Alternative Sources of Funding

Tetra Tech has a long history working with subrecipients to identify alternative funding sources. We understand how federal funding sources can work in concert to reduce local financial impacts to the City, such as FHWA's Emergency Relief (ER) Program, NRCS Emergency Watershed Protection (EWP), HUD's CDBG-DR, CDBG-MIT or CDBG-CV programs, Treasury Coronavirus Relief Program (CRF) and State-level funding such as Senate Bill 7 – Local Cost Share assistance. For those projects that may require a local funding component, we will work with the Finance Department and departmental representative to identify and apply for this assistance, working this into cash flow projections and final cost calculations.

Hazard Mitigation Support

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 City'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 BRIC)

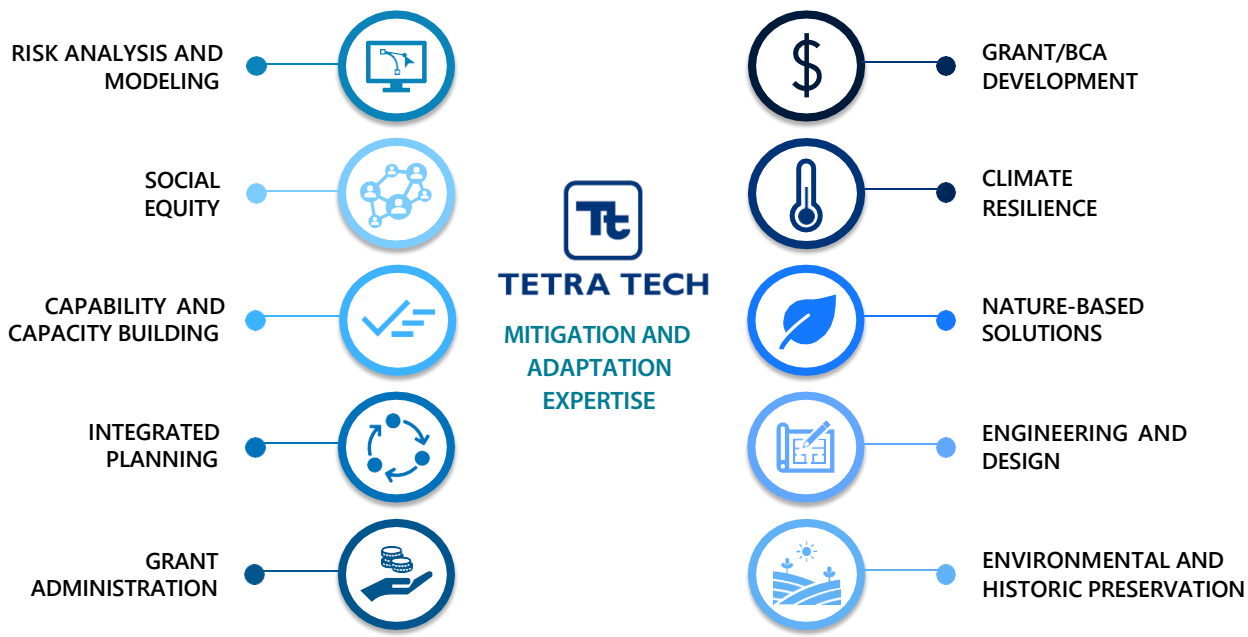
Tetra Tech has a multidisciplinary team of toxicologists, chemists, ecologists, biologists, geologists, modelers, data managers, and environmental scientists that provide environmental risk expertise to the public and private sectors. Many of our scientists have graduate-level degrees and contribute to the scientific community by publishing in peer-reviewed journals and participating in presentations at national conferences of technical and professional organizations.

Tetra Tech offers a full suite of services and subject-matter experts to mitigate hazard risk, adapt to the changing climate, and build community resilience.

MITIGATION AND ADAPTATION FUNDING SUPPORT

HUNDREDS OF PROJECTS

 **\$2.0 B** VALUE



FEMA 404 Hazard Mitigation Grant Program (HMGP)

The Tetra Tech team is prepared to assist with identifying mitigation grant opportunities to supplement the disaster-related mitigation programs through FEMA's 404 HMGP program. Tetra Tech is prepared to assist the City with HMGP services, including preparing applications, conducting outreach to potential property owners, developing application scopes, assessing cost-effectiveness (cost-benefit analysis), evaluating environmental and historic preservation compliance, regulatory clearances, grant implementation, and audit and closeout services. Currently, Tetra Tech is assisting communities in Florida, California, Idaho, North Carolina, New Jersey, Ohio, Oregon, Washington, South Carolina, and Texas, including the City of Houston with HMGP and FMA grants.

Did You Know?

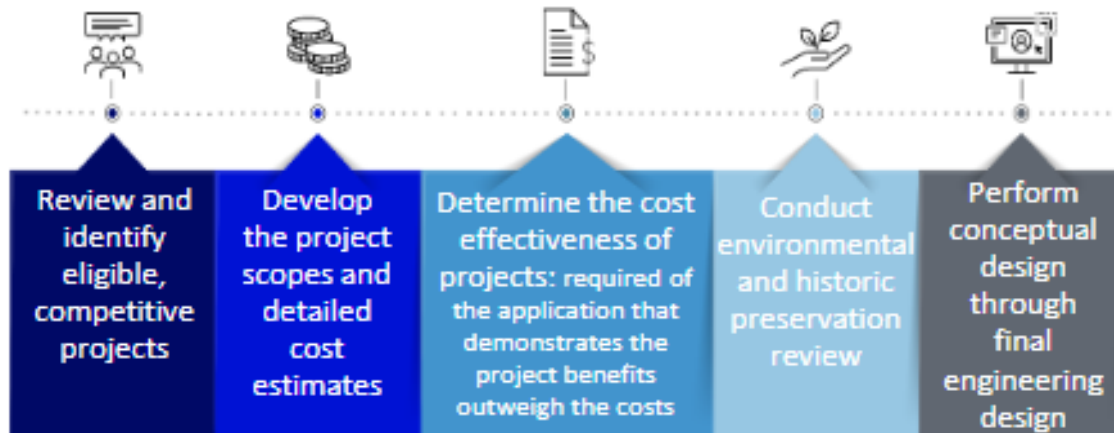
Our team has successfully worked with the **City of Houston** (Houston) on the Flood Mitigation Assistance (FMA) grant over the last two years alone to obtain \$38.9M in federal funding for Home Elevation grants. This unprecedented commitment by Houston and the Tetra Tech team contributed to over 100 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 Houston's drainage system and have reviewed hundreds of Capital Improvement Plan (CIP) projects for funding eligibility.

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 to the City. 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.

How Tetra Tech Can Help

FEMA grant application packages are complex and time-consuming to prepare. Our team can help you assemble successful grant application packages to secure funding. Support from Tetra Tech's mitigation and engineering experts include the following services:



Tetra Tech's FEMA HMA experience includes clients at every scale, including:

- Galveston County, TX | SRL Elevations 2011 and 2015
- Montgomery County | TX/SRL Elevations 2016
- Fort Bend County, TX | HMGP Buyouts & Elevations 2016
- 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**
 - Gwinnett, GA | HMGP Buyouts
 - Virginia Beach, VA 2014
 - King County, WA | On-call
 - Snoqualmie, WA | On-call
 - Whatcom County, WA | HMGP Elevations & Acquisitions 2022
 - State of Utah | BCA Technical Review for BRIC and HMGP Projects 2022
- State of Idaho | Office of Emergency Management
- 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)
- Wayne County, OH | HMGP Acquisitions
- Rochelle Park NJ | Elevations; FMA 2021
- Somerset County NJ | Acquisitions; FMA 2021
- Cranford Township NJ | BCA for Elevations; FMA 2021
- New Jersey Office of Emergency Management | FMA and HMGP technical support
- Ocean City NJ | Elevations Grant Management
- **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
 - 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**
- State of Connecticut
- **City of Daytona Beach, FL | DR-1840**

FEMA 406 Mitigation

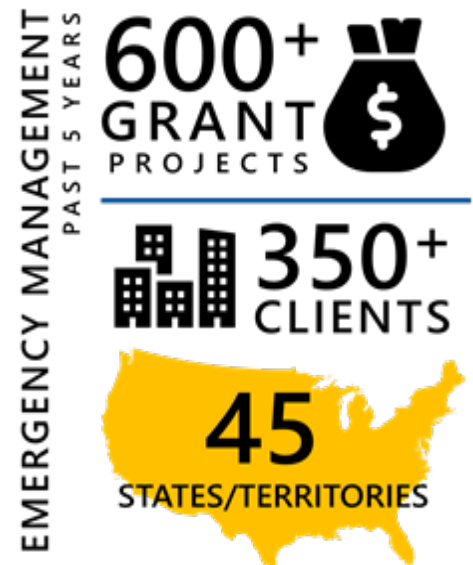
With all permanent work PA projects, the Subrecipient has the option to request hazard mitigation measures as part of the project – termed a hazard mitigation proposal (HMP) – which can be funded up to an equivalent amount of 100% of the eligible repair or replacement costs. Where an HMP is 15% or less 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. Our Mitigation Specialist focuses on providing direct technical assistance to our clients while working collectively with FEMA in identifying PA hazard mitigation actions that enhance an eligible facility's ability to resist damage in future incidents. Our mitigation experts work with the lens of urgency as we understand that delays can have long-term repercussions impacts and can determine how quickly a community will recover. Therefore, our narrative recommendations and cost estimates are implemented in an expedited manner.

100% REVIEW FOR 406 MITIGATION

Tetra Tech will not miss the opportunity to review every damaged facility for the potential implementation of 406 mitigation measures.

Loss Avoidance Studies-Benefit-Cost Analysis

Tetra Tech is a nationally recognized service provider in the field of performing Benefit-Cost Analysis (BCA) in support of FEMA HMA grant applications. Every BCA we perform is, in essence, a loss avoidance study, as FEMA has defined a "benefit" under the BCA program and an "avoided loss". Our professionals have a thorough understanding of the concepts applied in a loss avoidance study. Tetra Tech staff has completed over 2,000 analyses using FEMA's current model, which has resulted in securing in excess of \$2 billion in grant funding for our clients. Projects in which we have successfully completed grant applications include property acquisitions, structural elevations, stormwater drainage improvements, structure and non-structural seismic retrofit projects, rock revetment/bank stabilization projects, pumping stations large-scale reach-based flood control projects and hazardous fuel reduction projects. These types of projects are the building blocks to a resilient community.



Tetra Tech BCA Experience Highlights

- Developed formal BCAs for all hazards and project types for both FEMA 404 and 406 programs using FEMA's BCA software for hundreds of projections nationwide; successfully securing >\$2 billion in funding for our clients.
- Demonstrated success using each of the BCA Modules, such as flood full data (riverine and coastal); damage frequency assessment (DFA); and hurricane wind, hurricane safe room, tornado safe room, earthquake, wildfire, and drought modules.
- Served as a beta tester for the development of the agency's latest software deployment, Benefit Cost Analysis Re-engineering (BCAR), with a primary focus on the flood modules.
- Supported FEMA's post-disaster as part of the national Hazard Mitigation Technical Assistance Program (HMTAP) contract, to leverage Tetra Tech's BCA expertise. Post Hurricane Harvey, in Texas, Tetra Tech had two of the eight Crew Lead positions, yet we are responsible for 45% of the total number of projects (72 projects totaling \$1.2 billion in project costs), more than twice the workload of the other contractors (the other six Crew Leads are responsible for the remaining 86).
- **Tetra Tech is part of the Alliance for Resilience and Mitigation (ARM) joint venture, and Tetra Tech is providing technical assistance to FEMA through the HMTAP contract in FEMA Regions 5, 6, 7. Currently, our team is providing COVID HMGP grant application and BCA technical assistance reviews.**

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.

- ***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 U.S. Department of Housing and Urban Development's (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.

Tetra Tech has supported clients 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
- New York State Housing Trust Fund Corporation; New York Rising Community Reconstruction Program
- North Carolina Office of Recovery and Resiliency: Regional Resilience Portfolio Program (Tetra Tech was awarded 4 of the 8 regions)
- County of Hawai'i: Climate Adaptation Plan

Resilient and Adaptation Planning Framework

Tetra Tech's approach is scalable and iterative – building capability and capacity at all levels.



Tetra Tech has supported communities in both blue-sky and post-disaster scenarios to prioritize mitigation and adaptation projects and evaluate and align the best funding sources (federal, state, regional, local, and private) for implementation to ensure our clients achieve their resilience goals. Our proposed team has written grant applications and performed thousands of benefit cost analyses and has secured millions of dollars to implement projects within the following categories:

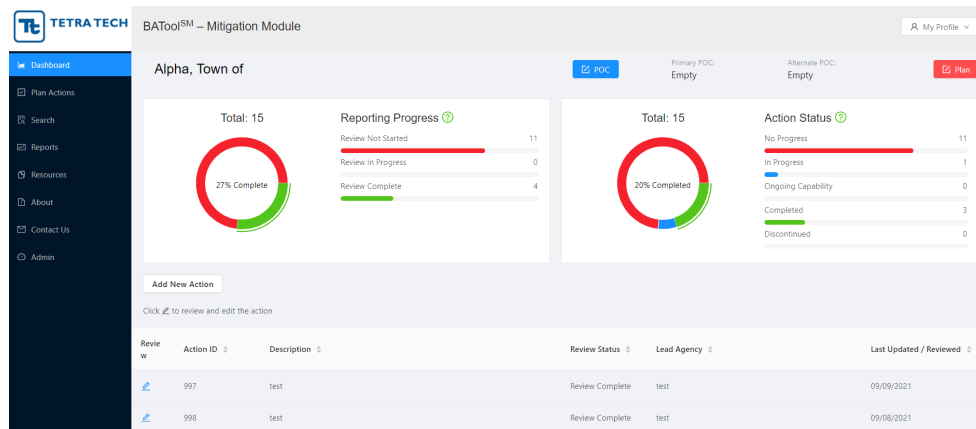
- Structural Elevation and Retrofit
- Acquisition/Relocation/Demolition
- Stormwater Drainage Improvements
- Outfall Improvements
- Collection Systems/Pumping Stations
- Bulkheading and Tide-Check Valves
- Coastal Revetment
- Bank and Soil Stabilization
- Roadway Elevations
- Dam Spillway Improvement
- Bridge Hardening
- Levees and Floodwalls
- Living Shoreline
- Seismic and Wind Retrofit
- Post-disaster Code Enforcement
- Safe Room Construction
- Green Infrastructure
- Co-Generation Facilities
- Landslide Mitigation
- Wet and Dry Floodproofing
- Backup Power
- Wildfire Mitigation
- Harden Communication Systems.

The BAToolSM Program – Tetra Tech's Mitigation Plan Implementation Progress Tracker

To support annual plan reviews, Tetra Tech has developed an automated, online annual plan review program (BAToolSM Program). Through this system, our clients log into the program from their desktops and update the progress of each mitigation action included in the plan using a set of simple, intuitive screens. The City can view the status of department-specific mitigation projects using the dashboards and query project status right from your desktops. Users can generate reports summarizing the input collected to submit progress reports, align with funding, and support regulatory reporting to FDEM for mitigation planning and for annual Community Rating System (CRS) Activity 510 progress reports.



Sample BAToolSM Program Dashboard



2. Opportunities, Challenges, and Value-Added Services

Quality Assurance

Our team is committed to shepherding the City'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.

- Seasoned Management Team:** Our management team is empowered to access and direct the necessary company resources.
- Tracking and Reporting Data Utilizing Tetra Tech's *RecoveryTrac*TM Data Management System:** Tetra Tech will provide the City with standard and customized reports in a web environment using its cloud-based *RecoveryTrac*TM integrated data management system.
- 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.
- Trained Staff:** The staff assigned to this project will be trained on the systems, technology, processes, and guidance documents.

Internal Controls

The Tetra Tech team helps clients identify, understand, and manage risks. Our team will apply our extensive experience in internal controls, risk management, regulatory compliance, and technology to provide a full range of control and risk advisory services. Our team will assist in evaluating processes and controls, perform testing, and recommend control enhancements to mitigate overall program risk.

Fraud, Waste, and Abuse

Our team's approach is focused on fraud prevention and deterrence, continuous improvement of current anti-fraud controls and fraud detection and monitoring with data analytics. We employ a flexible, case-sensitive approach to each fraud investigation. We will implement procedures including review, approval, and the related controls to detect potential duplicate payment requests during claims processing. We will use various data analytics tools to identify anomalies in claims, including data extraction techniques to prevent and detect duplicate payments.

When we identify an expense or claim that requires further analysis, we will request additional information from the vendor to supplement any claims that we deem deficient. We will design specific templates, including types of costs

and the support that will be needed to adequately support the claims. The goal of requesting additional information will be to reimburse the costs, not deny payments. Therefore, we will work with the City to address all avenues before we deny any costs submitted for reimbursement.

Cost Tracking

Tetra Tech has time-tested cost tracking SOPs used to evaluate the City's cost documentation, including document management integration and associated digitization. This approach represents a comprehensive end-to-end solution for the City that will be web-enabled so that reviewers will have real-time access to the most up-to-date cost and supporting data. Taken to its next logical step, this solution can be accessed by federal agencies, such as FEMA and HUD, to perform review without incurring the expense of traveling to project sites.

Project Cost Documentation

As one of the world's largest engineering firms with clients around the globe, Tetra Tech's cost estimating experience includes high profile reconstruction projects like Houston's Wortham Theater after Hurricane Harvey, to large complex infrastructure projects such as the Inner Harbor Navigation Canal Lake Borgne Surge Barrier construction near the confluence of and across the Gulf Intracoastal Waterway, and the Mississippi River Gulf Outlet near New Orleans.

Eligible Purchase Review

Tetra Tech can assist in the collection and review of documentation from City agencies, including review and analysis of:

- Collected documentation so that costs are reasonable and eligible
- Collected documentation so that the work and costs are adequately documented, are included in the approved scope of work, and are deemed eligible
- Invoices and receipts by checking dates and amounts so dates fall within the disaster event range and are reasonable
- Contract labor timesheets by checking dates and hours worked per employee so the dates fall within the disaster incident period and are recorded as direct labor required as a result of the disaster
- Force account labor timesheets, including special issues like exempt employees, benefits/policies in place, and 40-hour threshold issue; reconciliation of force account labor, equipment, and material data

Reasonable Cost Analysis

The Tetra Tech team is highly experienced in performing forensic cost reasonable analyses, which is useful if 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 City with defending its PWs successfully.

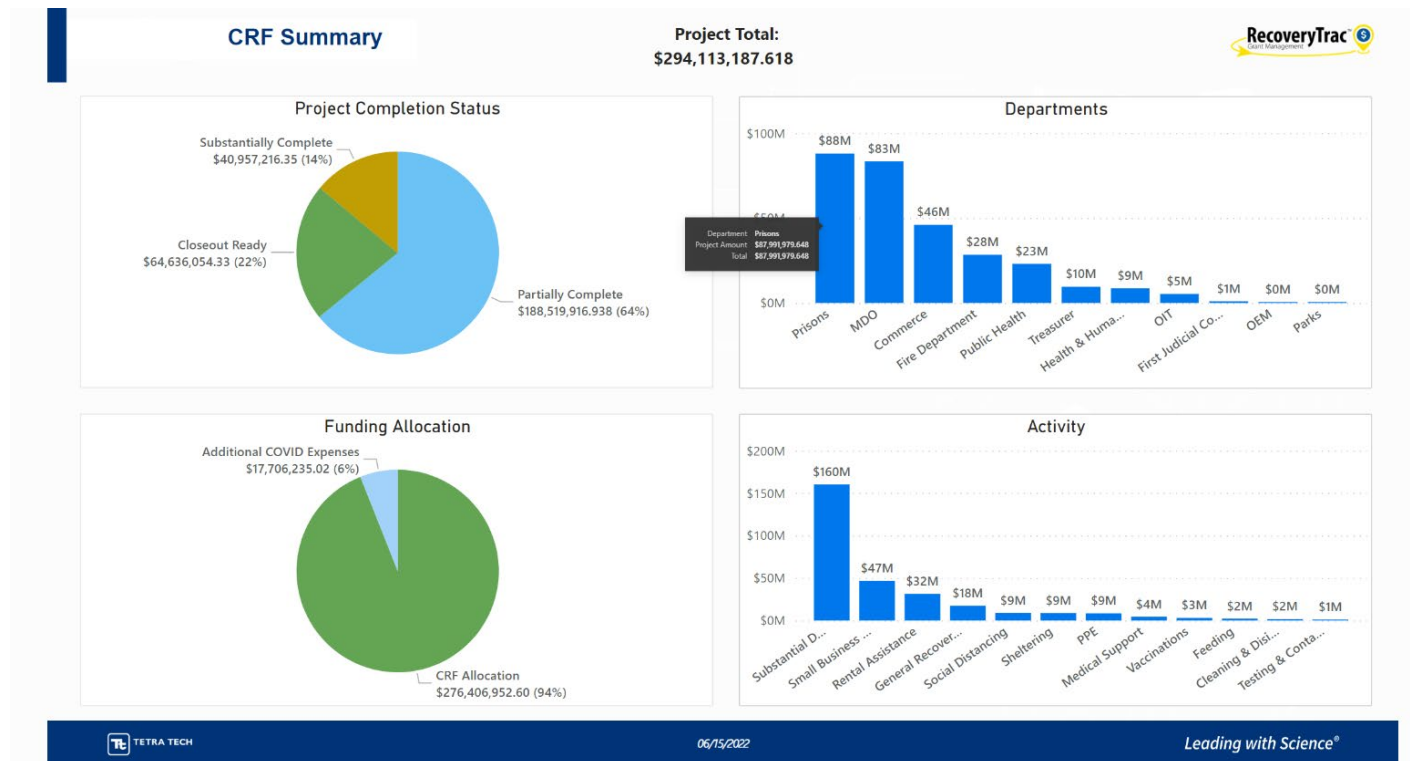
Tetra Tech will prepare, on behalf of the City, completed packages for submission through Grants Portal for obligation and Requests for Reimbursement (RFR), including:

- Audits of claimed costs by comparing documentation and dates with the project scope of work and period of performance for the following:
 - Contract labor
 - Materials/supplies
 - Force account equipment
 - Force account labor
 - Including special issues like exempt employees, benefits/policies in place, and 40-hour threshold issue
- Confirm compliance with federal procurement requirements and environmental and historic preservation rules/regulations
- Reconciliation of 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
- Cost summary creation

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.

Sample Progress Report Dashboard



Data Security

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™* technology is the result of these efforts. The *RecoveryTrac™* system 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 City 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 City.

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 City 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 City. Tetra Tech can provide quick and easy applicant facing website allows for real-time progress updates.



Additional Services

Tetra Tech has access to the full range of personnel with key expertise in relevant topic areas across the disaster recovery continuum. Our team offers services in all areas of security, disaster preparedness, and emergency response and recovery.

Emergency Management Consulting

Debris Program Management Consulting Services

Long-term Recovery Planning and Economic Development

Vulnerability/Hazard Identification/Risk Assessment Services

Environmental Services

COVID-19 Recovery Services

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.

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 a financial statement from the last year and the D&B report on the following page.

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

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

LIVE REPORT

TETRA TECH, INC.

Tradestyle(s): -

ACTIVEBRANCH

D-U-N-S Number: 08-010-6449

Company: TETRA TECH, INC.

D&B

Address:

Location

Type:

Phone:

Web:

1 S Wacker Dr Ste

3700, Chicago, IL,

60606, United States

Of America

Branch

+1 703-885-5521

www.tetratech.com

Endorsement: Shawntae.Williams@tetratech.com

Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)		
KDE Name	Current Status	Details
PAYDEX®	72	Paying 12 days past due
Commercial Credit Score Percentile	6	High Risk of severe payment delinquency.
Financial Stress Score National Percentile	36	Moderate Risk of severe financial stress.
D&B Viability Rating	15AA	View More Details
Bankruptcy Found	N	
D&B Rating	5A2	5A indicates 50 million and over, Credit appraisal of 2 is good

COMPANY PROFILE ⓘ		
D-U-N-S 08-010-6449	Mailing Address UNITED STATES	Named Principal Unknown , UNKNOWN
Ownership Not publicly traded	Telephone +1 703-885-5521	Line of Business Engineering services
	Website www.tetrattech.com	

OVERALL BUSINESS RISK ⓘ	
Dun & Bradstreet thinks...	
HIGH MODERATE-HIGH MODERATE LOW-MODERATE LOW	
Overall assessment of this organization over the next 12 months:	Payment-Behavior-Concerns
Based on the predicted risk of business discontinuation:	Average-Risk-Of-Discontinued-Operations-Or-Business-Inactivity
Based on the predicted risk of severely delinquent payments:	Very High Potential For Severely Delinquent Payments

D&B MAX CREDIT RECOMMENDATION ⓘ
MAXIMUM CREDIT RECOMMENDATION
US\$ 2,000
The recommended limit is based on a high risk of business failure.

Viability Score



Low Risk (1)



Predictive (A)



Low Risk (1)

Financial Data	Available
Trade Payments	Available: 3+Trade
Company Size	Large
Years in Business	Established

High Risk (1)

Low Risk (100)

Days Beyond Terms: 11

High Risk (1)

Low Risk (100)

Days Beyond Terms: 18

Low Risk



FRAUD RISK SCORE INFORMATION



No Fraud Risk Score is Available

FINANCIAL OVERVIEW - PROFIT AND LOSS



No Data Available

FINANCIAL OVERVIEW - BALANCE SHEET



No Data Available

FINANCIAL OVERVIEW - KEY BUSINESS RATIOS



No Data Available

OWNERSHIP

Subsidiaries

Members

-

536

This company is a **Branch**.

	Global Ultimate	Headquarters	Domestic Ultimate
Name	TETRA TECH, INC.	TETRA TECH, INC.	TETRA TECH, INC.
Country	UNITED STATES	UNITED STATES	UNITED STATES
D-U-N-S	04-522-4250	04-522-4250	04-522-4250
Others	-	-	-

LEGAL EVENTS		
Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	0	-
Suits	0	-
UCC	0	-

TRADE PAYMENTS

Highest Past Due:

US\$ 10,000

Highest Now Owing	Total Trade Experiences	Largest High Credit
US\$ 25,000	491	US\$ 6,000,000

PEOPLE				
Current Principals	New Appointments	Resignations	Deceased	Other
0	0	0	0	0

STOCK PERFORMANCE

Symbols

Last Change

TTEK

-1.56

117.62

↓

1.3%

History Performance

Daily High	Market Cap
120.34	6,325,026,666
Daily Low	P/E
117.59	37.2199
52-Week High	EPS
127.2	3.17
52-Week Low	Div/Yield
	3.17

COUNTRY/REGIONAL INSIGHT



United States Of America

Dun & Bradstreet downgrades the US's country risk rating as the impact of the coronavirus pandemic spreads.

Risk Category

LOW

High RiskLow Risk

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

HIGH

MODERATE-HIGH

MODERATE

LOW-MODERATE

LOW

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: **PAYMENT-BEHAVIOR-CONCERNS**
- Based on the predicted risk of business discontinuation: **AVERAGE-RISK-OF-DISCONTINUED-OPERATIONS-OR-BUSINESS-INACTIVITY**
- Based on the predicted risk of severely delinquent payments: **VERY HIGH POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

MAXIMUM CREDIT RECOMMENDATION

US\$ 2,000

The recommended limit is based on a high probability of severe delinquency or business failure. Guarantee Advised.

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

Viability Score

Compared to All US Businesses within the D&B Database:

- Level of Risk:**Low Risk**
- Businesses ranked **1** have a probability of becoming no longer viable: **0.2 %**
- Percentage of businesses ranked **1**: **0.3 %**
- Across all US businesses, the average probability of becoming no longer viable:**14 %**

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

- Model Segment :**Available Financial Data**
- Level of Risk:**Moderate Risk**
- Businesses ranked **5** within this model segment have a probability of becoming no longer viable: **0.5 %**
- Percentage of businesses ranked **5** with this model segment: **11 %**
- Within this model segment, the average probability of becoming no longer viable:**0.6 %**

file:///C:/Users/april.waits/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/JS4MECK6/contents1.html

7/25

Data Depth Indicator

Data Depth Indicator:

- ✓ Rich Firmographics
- ✓ Extensive Commercial Trading Activity
- ✓ Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

- Financial Data: **True**
- Trade Payments: **Available: 3+Trade**
- Company Size: **Large: Employees:50+ or Sales: \$500K+**
- Years in Business: **Established: 5+**

A

Financial Data	Trade Payments	Company Size	Years in Business
True	Available: 3+Trade	Large	Established

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE



- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of past due balances to total amount owing
- UCC Filings reported
- Negative change in net worth
- High proportion of slow payment experiences to total number of payment experiences
- High number of enquiries to D&B over last 12 months

Level of Risk Moderate	Raw Score 1453	Probability of Failure 0.37 %	Average Probability of Failure for Businesses in D&B Database 0.48 %
----------------------------------	--------------------------	---	--

Business and Industry Trends

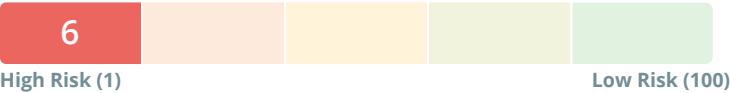
BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	36
Region:(PACIFIC)	52
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	52
Employee range:(500+)	61
Years in Business:(26+)	77

DELINQUENCY SCORE

FORMERLY COMMERCIAL CREDIT SCORE



- Evidence of negative trade
- Vendor payment commentary
- Recent amount past due
- Payment information indicates negative payment comments
- Proportion of slow payment experiences to total number of payment experiences reported

Level of Risk of Delinquency
of Score to
Risk - Delinquency
High 347
% 48.65
D&B
Database
10.2
%

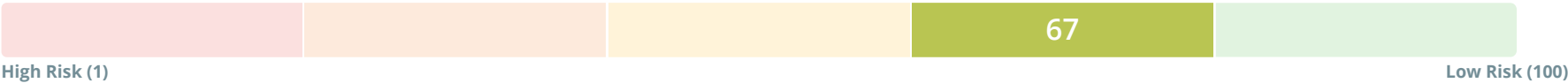
Business and Industry Trends

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms	National %
This Business	6
Region: (PACIFIC)	50
Industry:BUSINESS, LEGAL AND ENGINEERING SERVICES	43
Employee range:(500-38527)	84
Years in Business:(26+)	85

D&B PAYDEX



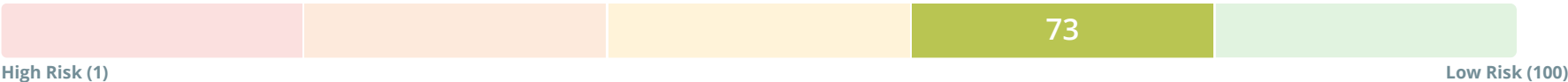
When weighted by amount, Payments to suppliers average 18 Days Beyond Terms

High risk of late payment (Average 30 to 120 days beyond terms)

Medium risk of late payment (Average 30 days or less beyond terms)

Low risk of late payment (Average prompt to 30+ days sooner)

3 MONTHS - D&B PAYDEX



Based on payments collected 3 months ago.

When weighted by amount, Payments to suppliers average 11 days beyond terms

High risk of late payment (Average 30 to 120 days beyond terms)

Medium risk of late payment (Average 30 days or less beyond terms)

Low risk of late payment (Average prompt to 30+ days sooner)

Business and Industry Trends

8711 - Engineering services

Trade Payments

TRADE PAYMENTS SUMMARY (Based on 24 months of data)

except Fuels								
1442 - Gravel/sand mine	1	7,500	0	100	0	0	0	
▼15 - Building Construction - General Contractors and Operative Builders	5	10,000						
1531 - Operative builders	5	10,000	28	53	0	0	19	
▼16 - Heavy Construction other than Building Construction- Contractors	1	250,000						
1611 - Street/hwy builder	1	250,000	50	0	50	0	0	
▼17 - Construction - Special Trade Contractors	3	5,000						
1711 - Mechanical contractor	1	5,000	100	0	0	0	0	
1731 - Electrical contractor	1	2,500	50	50	0	0	0	
1799 - Special trade work	1	500	100	0	0	0	0	
▼24 - Lumber and Wood Products, Except Furniture	1	7,500						
2448 - Mfg wood pallets	1	7,500	0	100	0	0	0	
▼26 - Paper and	1	250						

Allied Products								
2621 - Paper mill	1	250	0	100	0	0	0	
▼27 - Printing, Publishing and Allied Industries	4	500						
2741 - Misc publishing	3	500	100	0	0	0	0	
2782 - Mfg blankbook/binder	1	250	0	50	50	0	0	
▼28 - Chemicals and Allied Products	2	500						
2819 - Mfg inorganic chemcls	1	500	0	100	0	0	0	
2851 - Mfg paint/allied prdt	1	250	0	100	0	0	0	
▼30 - Rubber and Miscellaneous Plastics Products	1	500						
3081 - Mfg plastic sheet/film	1	500	100	0	0	0	0	
▼32 - Stone, Clay, Glass, and Concrete Products	1	100						
3272 - Mfg concrete products	1	100	0	0	100	0	0	
▼33 - Primary Metal Industries	1	250,000						
3312 -	1	250,000	0	100	0	0	0	

Steel works								
▼34 - Fabricated Metal Products except Machinery and Transportation Equipment	1	750						
3479 - Coating/engrave svcs	1	750	100	0	0	0	0	
▼35 - Industrial and Commercial Machinery and Computer Equipment	8	900,000						
3572 - Mfg computer storage	5	900,000	50	0	0	0	50	
3571 - Mfg computers	2	55,000	8	46	0	0	46	
3519 - Mfg combustion engine	1	25,000	100	0	0	0	0	
▼36 - Electronic and other electrical equipment and components except computer equipment	3	250,000						
3625 - Mfg relays/controls	2	250,000	50	50	0	0	0	
3643 - Mfg electric wire dev	1	10,000	0	0	0	100	0	
▼37 - Transportation Equipment	1	1,000						
3724 - Mfg plane engine/part	1	1,000	0	0	0	0	100	

▼38 - Measuring Analyzing and Controlling Instruments; Photographic Medical and Optical Goods; Watches and Clocks	14	200,000						
3861 - Mfg photograph equip	5	200,000	100	0	0	0	0	
3829 - Mfg measure devices	3	85,000	98	2	0	0	0	
3824 - Mfg fluid meters	2	7,500	88	0	12	0	0	
3823 - Mfg process controls	2	2,500	58	42	0	0	0	
3825 - Mfg electric test prd	1	10,000	100	0	0	0	0	
3842 - Mfg surgical supplies	1	1,000	0	0	100	0	0	
▼39 - Miscellaneous Manufacturing Industries	2	5,000						
3993 - Mfg signs/ad spectlys	2	5,000	44	43	0	0	13	
▼42 - Motor Freight Transportation and Warehousing	2	7,500						
4214 - Local truck w/storage	1	7,500	0	0	0	100	0	
4213 -	1	2,500	50	50	0	0	0	

Trucking non- local								
▼45 - Transportation by Air	1	500						
4512 - Scheduled air trans	1	500	0	100	0	0	0	
▼47 - Transportation Services	1	250						
4731 - Arrange cargo transpt	1	250	0	100	0	0	0	
▼48 - Communications	28	100,000						
4813 - Telephone communictns	19	100,000	75	7	0	0	18	
4812 - Radiotelephone commun	7	95,000	93	2	2	3	0	
4833 - Television station	1	250	0	0	50	0	50	
4899 - Misc communictns svcs	1	100	100	0	0	0	0	
▼49 - Electric, Gas and Sanitary Services	14	2,500						
4911 - Electric services	13	2,500	91	9	0	0	0	
4924 - Natural gas distrib	1	500	100	0	0	0	0	
▼50 - Wholesale Trade - Durable Goods	51	250,000						
5074 - Whol plumb/hydronics	12	10,000	80	20	0	0	0	
5085	11	20,000	80	20	0	0	0	

- Whol industrial suppl								
5084 - Whol industrial equip	6	60,000	53	0	47	0	0	
5049 - Whol misc profsn eqpt	6	1,000	62	3	16	19	0	
5045 - Whol computers/softwr	3	250,000	100	0	0	0	0	
5063 - Whol electrical equip	3	15,000	43	57	0	0	0	
5082 - Whol const/mine equip	3	500	59	0	0	0	41	
5031 - Whol lumber/millwork	2	7,500	50	50	0	0	0	
5065 - Whol electronic parts	2	7,500	47	0	0	53	0	
5021 - Whol furniture	1	750	100	0	0	0	0	
5046 - Whol misc coml equip	1	750	100	0	0	0	0	
5099 - Whol durable goods	1	250	0	0	0	0	100	
▼51 - Wholesale Trade - Nondurable Goods	22	300,000						
5169 - Whol chemicals	9	300,000	28	36	1	0	35	
5113 -	5	5,000	97	3	0	0	0	

Whol service paper								
5172 - Whol petroleum prdts	5	2,500	65	25	0	10	0	
5171 - Petroleum terminal	2	1,000	79	21	0	0	0	
5112 - Whol office supplies	1	500	0	100	0	0	0	
▼52 - Building Materials Hardware Garden Supply and Mobile Home Dealers	1	750						
5251 - Ret hardware	1	750	100	0	0	0	0	
▼55 - Automotive Dealers and Gasoline Service Stations	3	500,000						
5541 - Gas service station	2	500,000	100	0	0	0	0	
5531 - Ret auto supplies	1	100	100	0	0	0	0	
▼57 - Home Furniture Furnishings and Equipment Stores	3	2,500						
5712 - Ret furniture	3	2,500	13	87	0	0	0	
▼59 - Miscellaneous Retail	9	2,500						
5999 - Ret	5	2,500	90	9	1	0	0	

misc merchandise								
5943	3	2,500	54	46	0	0	0	
- Ret stationery								
5961	1	50	100	0	0	0	0	
- Ret mail-order house								
▼60 - Depository Institutions	6	2,500						
6021	6	2,500	99	1	0	0	0	
- Natnl commercial bank								
▼61 - Nondepository Credit Institutions	24	600,000						
6153	13	600,000	63	34	3	0	0	
- Short-trm busn credit								
6159	10	5,000	81	19	0	0	0	
- Misc business credit								
6141	1	5,000	50	50	0	0	0	
- Personal credit								
▼62 - Security and Commodity Brokers Dealers Exchanges and Services	5	2,500						
6282	5	2,500	50	50	0	0	0	
- Investment advice								
▼67 - Holding and Other Investment Offices	2	500						
6719	2	500	100	0	0	0	0	
- Holding company								
▼73 - Business Services	42	300,000						

7389	16	10,000	90	10	0	0	0
- Misc business service							
7359	10	35,000	55	18	26	1	0
- Misc equipment rental							
7363	7	55,000	97	0	0	3	0
- Help supply service							
7374	2	50,000	100	0	0	0	0
- Data processing svcs							
7372	2	2,500	29	0	0	71	0
- Prepackaged software							
7379	1	300,000	50	0	50	0	0
- Misc computer service							
7373	1	95,000	100	0	0	0	0
- Computer system design							
7381	1	25,000	50	50	0	0	0
- Detective/guard svcs							
7361	1	10,000	100	0	0	0	0
- Employment agency							
7352	1	2,500	100	0	0	0	0
- Medical equip rental							
▼75 - Automotive Repair, Services and Parking	3	1,000					
7513	2	1,000	50	5	45	0	0
- Truck rental/leasing							
7536	1	750	0	0	100	0	0
- Auto glass shop							
▼83 - Social Services	3	1,000					

8322	3	1,000	100	0	0	0	0
- Family social service							
▼87 - Engineering Accounting Research Management and Related Services	19	4,000,000					
8748	6	4,000,000	100	0	0	0	0
- Business consulting							
8734	5	200,000	96	2	1	1	0
- Testing laboratory							
8711	3	20,000	57	43	0	0	0
- Engineering services							
8731	2	7,500	0	0	25	0	75
- Physical research							
8741	1	7,500	100	0	0	0	0
- Management services							
8721	1	1,000	50	50	0	0	0
- Accounting services							
8744	1	100	100	0	0	0	0
- Facilities support							
▼91 - Executive Legislative and General Government except Finance	5	7,500					
9111	4	7,500	100	0	0	0	0
- Executive office							
9199	1	1,000	100	0	0	0	0
- Misc general gov't							
▼93 - Public Finance Taxation and Monetary Policy	12	10,000					

9311	12	10,000	100	0	0	0	0
-							
Public							
finance							
▼94 -	1	7,500					
Administration							
of							
Human							
Resource							
Programs							
9431	1	7,500	100	0	0	0	0
-							
Admin							
public							
health							
▼99 -	16	200,000					
Nonclassifiable							
Establishments							
9999	16	200,000	96	0	4	0	0
-							
Nonclassified							

TRADE LINES						
Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
10/20	Pays Promptly	-	2,500	500	0	1
10/20	Pays Promptly	-	2,500	500	0	-
10/20	Pays Promptly	-	500	0	0	1
09/20	Pays Prompt to Slow 30+	-	250	0	0	Between 2 and 3 Months
09/20	-	Cash account	0	0	0	Between 6 and 12 Months
02/20	Pays Slow 60-90+	-	750	0	0	Between 6 and 12 Months
11/19	-	Cash account	100	0	0	Between 6 and 12 Months
07/19	Pays Prompt to Slow 30+	-	25,000	25,000	10,000	1
06/19	-	-	50	50	0	-
02/19	Pays Promptly	-	50	0	0	Between 6 and 12 Months
01/19	Pays Promptly	-	500	0	0	Between 6 and 12 Months

Corporate Linkage

Increase your understanding of the links and risks between your customers and suppliers with D&B's Interactive Global Family Tree

HEADQUARTERS		
Company	City , State	D-U-N-S® NUMBER
TETRA TECH, INC.	PASADENA , California	04-522-4250
AFFILIATES (DOMESTIC)		
Company	City , State	D-U-N-S® NUMBER
TETRA TECH, INC.	KING OF PRUSSIA ,	00-256-2580

Pennsylvania

TETRA TECH, INC.	DENVER , Colorado	00-469-5040
TETRA TECH, INC.	SAN DIMAS , California	00-423-6605
TETRA TECH, INC.	JACKSONVILLE , Florida	00-601-4505
TETRA TECH, INC.	BOULDER , Colorado	00-732-5108
TETRA TECH, INC.	SCHOFIELD , Wisconsin	01-008-8516
TETRA TECH, INC.	SAN DIEGO , California	01-073-7935
TETRA TECH, INC.	PORT HURON , Michigan	01-060-5306
TETRA TECH, INC.	TULSA , Oklahoma	01-377-8147
TETRA TECH, INC.	ANN ARBOR , Michigan	01-671-2887
TETRA TECH, INC.	OKLAHOMA CITY , Oklahoma	01-743-5764
TETRA TECH, INC.	SAN ANTONIO , Texas	01-991-3487
TETRA TECH, INC.	JUNEAU , Alaska	01-932-9382
TETRA TECH, INC.	DULUTH , Georgia	02-120-3638
TETRA TECH, INC.	MIDLAND , Texas	02-684-6766
TETRA TECH, INC.	PASADENA , California	02-947-5878
TETRA TECH, INC.	SANTA MARIA , California	03-085-9016
TETRA TECH, INC.	SALT LAKE CITY , Utah	03-236-1763
TETRA TECH, INC.	BOISE , Idaho	03-235-7159
TETRA TECH, INC.	TALLAHASSEE , Florida	03-526-9922
TETRA TECH, INC.	MANCHESTER , New Hampshire	04-279-1520
TETRA TECH, INC.	SEATTLE , Washington	04-460-1151

TETRA TECH, INC.	LEXINGTON , Kentucky	04-665-9538
TETRA TECH, INC.	HUNTSVILLE , Alabama	04-918-0888
TETRA TECH, INC.	PITTSBURGH , Pennsylvania	04-967-1456
This list is limited to the first 25 affiliates. For the complete list - View Family Tree		

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Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits
No	0 Latest Filing: -	0 Latest Filing: -	0 Latest Filing: -
UCCs			
0 Latest Filing: -			

D&B has not received any Public Filings for this company

Special Events

There are no Special Events recorded for this business.

Financials - D&B

D&B currently has no financial information on file for this company.
D&B currently has no financial information on file for this company.
D&B currently has no financial information on file for this company
D&B currently has no financial information on file for this company.
D&B currently has no financial information on file for this company
D&B currently has no financial information on file for this company

Company Profile

COMPANY OVERVIEW		
D-U-N-S 08-010-6449	Mailing Address UNITED STATES	Named Principal Unknown , UNKNOWN
Ownership Not publicly traded	Telephone +1 703-885-5521	Line of Business Engineering services
	Website www.tetratech.com	

BUSINESS REGISTRATION	
Corporate and business registrations reported by the secretary of state or other official source as of: - This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.	
Registered Name	TETRA TECH, INC.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 12/05/2020

Business Information

Description

This is a branch: headquarters are located at 3475 E FOOTHILL BLVD, PASADENA, CA. Headquarters D-U-N-S 04-522-4250. This branch provides engineering services, specializing in consulting, civil engineering and consulting.

Financing Status

Unsecured

SIC/NAICS Information

SIC Codes

SIC Description

Percentage of Business

8711

Engineering services

-

87119903

Consulting engineer

-

NAICS Codes

NAICS Description

541330

Engineering Services

GOVERNMENT ACTIVITY

Activity Summary

Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	Yes
Grantee	No
Party excluded from federal program(s)	No

Your Information

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

Account Number	Endorsement/Billing Reference	Sales Representatives
	*	
	Shawntae.Williams@tetrat	
	ech.com	
Credit Limit	Total Outstanding	
\$0.00	\$0.00	

Tab F – Proposed Fees (Attachment 1)

Tetra Tech has completed and provided Attachment 1 on the following page.



(ATTACHMENT 1) SERVICES COSTS/FEES PROPOSAL

CITY OF PORT ORANGE

RFP #23-16

Disaster Recovery Consulting Services

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

Proposers 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, Business Unit President
EMAIL ADDRESS:	TDR.Contracts@tetratech.com
AUTHORIZED SIGNATURE:	<i>Jonathan Burgiel</i>

ITEM #	EMPLOYEE/SERVICE CATEGORY	ESTIMATED HOURS *	HOURLY RATE	EXTENDED COST
1	Senior Grant Consultant	60	\$155.00	\$9,300.00
2	Reimbursement Specialist	200	\$135.00	\$27,000.00
3	Grant Management Consultant	500	\$125.00	\$62,500.00
4	GIS Analyst	50	\$115.00	\$5,750.00
5	Administrative Support Staff	100	\$85.00	\$8,500.00
TOTAL COST:				\$ 113,050.00 -

*These hours are not intended to represent the actual contract amount, but are an estimated representation of annual work.

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	Subject Matter Expert	20	\$245.00	\$4,900.00
2	Project Manager	60	\$175.00	\$10,500.00
3	Sr.Consultant/Engineer/Planner/Environmental Specialist	40	\$195.00	\$7,800.00
4	Consultant/Engineer/ Planner/Environmental Specialist	80	\$145.00	\$11,600.00
5	Case Management Specialist	100	\$105.00	\$10,500.00

Tetra Tech has attached job descriptions and further detail about these additional positions, as required. Tetra Tech will provide a more specific estimate of hours per position when engaged by the City for a specific scope of work. Estimated hours by position for the additional positions defined here will vary and are dependent upon the requirements of the tasks requested by the City and to be performed by Tetra Tech.

Additional Position Descriptions

Subject Matter Expert:

The Subject Matter Expert provides subject area expertise, guidance and expert technical analyses and advice in specific technical areas to support management, organizational and business decisions for clients. Participates in meetings, task groups, teams, reviews and other environments to assist in collaborative results. Prepares reports, presentations and papers to document findings, opinions and recommendations.

Project Manager:

The project manager is responsible for overseeing the daily operations of an engagement and assists in the administration of Tetra Tech's contract with the client. The project manager enforces contract provisions, serves as the primary point of contact for client staff, maintains appropriate project staffing levels, implements quality assurance and control measures, and reviews daily activity.

Senior Consultant/ Engineer/ Planner/ Environmental Specialist:

This role independently evaluates, selects, and applies standard planning, analytical, or scientific techniques and procedures, uses judgment to make minor adaptations and modifications to solutions, and performs work involving conventional plans, investigations, surveys, structures, or equipment with complex features for which there are few precedents.

Consultant/ Engineer/ Planner/ Environmental Specialist:

This role performs standard analytical work requiring the application of standard techniques and procedures, may perform higher-level work for training/development purposes, screens for unusual complexities and selects the non-routine procedures to be applied, and receives close supervision on new aspects of assignments.

Case Management Specialist:

This role is responsible for providing direct support to program applicants and/or beneficiaries, including collecting and assessing documentation, communicating with program participants, monitoring progress, providing status reports, and providing information to program participants.

Appendix

Tetra Tech has provided additional information about our experience and qualifications on the following pages due to page constraints per the RFP.

Tetra Tech is prepared to assist the City of Port Orange with each of its requested scope items for disaster consulting services. **We employ a team of seasoned experts that will be available to the City within a 24-hour response period.**

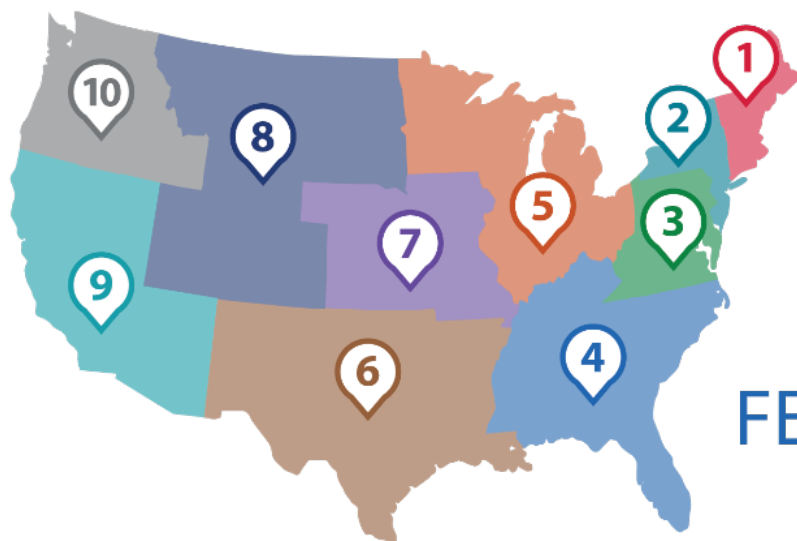
25+ Years of Disaster Grant Program Management Experience

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.**

FEMA Expertise

Our team holds comprehensive qualifications in working both for and with FEMA. In addition to having worked across all 10 FEMA Regions, 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.



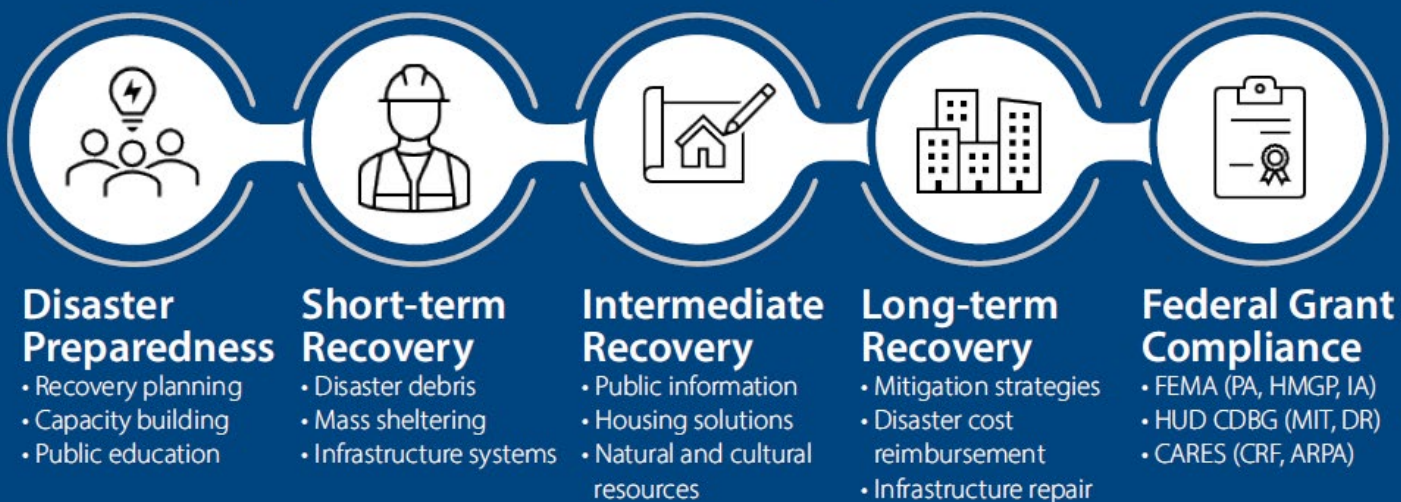
... working
nationwide
across all 10
FEMA Regions.

Tetra Tech offers **comprehensive services...**

- ✓ Construction Management
- ✓ Hazard Mitigation Planning
- ✓ Floodplain Management
- ✓ Coastal Planning and Design
- ✓ National Flood Insurance Program (NFIP) Compliance Issue Resolution/Training
- ✓ Preliminary Damage Requests
- ✓ Develop Requests for Public Assistance
- ✓ Applicant Briefings and Kickoff Meetings
- ✓ Site Visits/Inspections
- ✓ Project Cost Estimation & Documentation
- ✓ Architecture and Civil Engineering
- ✓ Geotechnical Engineering
- ✓ Structural Engineering
- ✓ Mechanical/Electrical/Plumbing
- ✓ Water/Wastewater Design/Build
- ✓ PW/Application Development
- ✓ Alternate/Improved/Pilot Projects
- ✓ Project Cost Reconciliation
- ✓ Funding Disbursement
- ✓ Grant Closeout
- ✓ U.S. Treasury Emergency Rental Assistance (ERA)
- ✓ Coronavirus Relief Fund (CRF)
- ✓ Coronavirus Aid, Relief, and Economic Security (CARES) Act
- ✓ American Rescue Plan Act (ARPA)
- ✓ HUD CDBG-CV
- ✓ HUD CDBG-DR/MIT
- ✓ FEMA PA Program (including Section 406 mitigation and Section 428 alternative procedures)
- ✓ FEMA Hazard Mitigation Grant Program (HMGP) (Section 404 mitigation)
- ✓ FEMA Building Resilient Infrastructure and Communities (BRIC)
- ✓ FEMA Flood Mitigation Assistance Program (FMA)
- ✓ FHWA-ER Program
- ✓ FHWA Transportation Investment Generating Economic Recovery Grant
- ✓ Natural Resources Conservation Service (NRCS) Emergency Watershed Protection

...across a multitude of **federal grants.**

We support our clients in **every stage of disaster recovery.**



Focus On

FEMA Programs

\$12 billion+ Managed

Experience Summary

Our team holds comprehensive qualifications in working both for and with State/Recipient agencies and FEMA. Tetra Tech maintains six current contracts directly supporting FEMA, in addition to our routine work with FEMA Recipients and Subrecipients as part of state and local projects seeking reimbursement.

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)
- FEMA Building Resilient Infrastructure and Communities (BRIC)

Recent Sample Projects

Year	Client	Program	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
2023	City of Pensacola, FL	PA					■	■		■		■
2023	Collier County, FL	PA				■	■	■	■	■		■
2022	City of Fort Myers, FL	PA	■	■	■	■	■	■	■	■	■	■
2022	City of South Daytona, FL	PA		■	■	■	■	■	■	■		■
2022	City of Philadelphia, PA	PA	■	■	■	■	■	■	■	■		■
2020	Hamilton County, TN	PA	■	■	■	■	■	■	■	■	■	■
2020	Commonwealth of Massachusetts	PA		■	■		■	■	■		■	■
2020	Harris County, TX	PA	■	■	■	■	■	■	■	■	■	■
2020	City of Houston, TX	PA	■	■	■	■	■	■	■	■	■	■
2020	LA GOHSEP SAL	PA		■	■	■	■	■	■	■		
2020	State of Connecticut	PA		■	■			■	■	■		■
2020	City of Dunedin, FL	PA	■	■	■	■	■	■	■	■		■
2019	State of Missouri	PA							■			■
2019	Commonwealth of Puerto Rico	PA		■	■	■	■	■	■	■	■	■
2018	City of Callaway, FL	PA	■	■	■	■	■	■	■	■	■	■
2018	City of Lynn Haven, FL	PA	■	■	■	■	■	■	■	■	■	■
2018	Dougherty County, GA	PA	■	■								
2018	City of Albany, GA	PA	■	■								

FEMA Focus Areas



Tailored Procedures

Our procedures are tailored to facilitate FEMA review and generation of Project Worksheet versions. Tetra Tech incorporates changes and/or updates to the PAPP, IAPP, FEMA IHP Unified Guidance, and Hazard Mitigation Assistance Guidance into our procedures.



Understanding of FEMA Regulations

Our management team and field staff fully understand rules and regulations across FEMA programs. This allows us to monitor contracts in detail while managing and documenting the operation using proven methodologies to maximize reimbursement.



Relationships Regional Reps

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.



Audits and Appeals

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.

Our program is designed to maximize federal grant reimbursement.

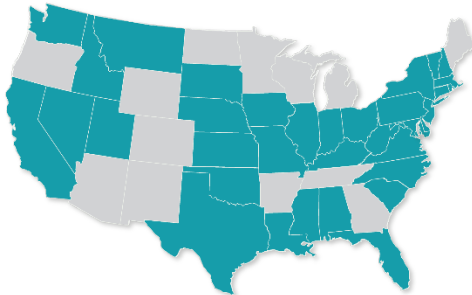
Over the course of working with hundreds of local and state governments on disaster debris management projects, our team has developed a deep understanding of FEMA, FHWA, NRCS, and other reimbursement and regulatory agencies' policies and procedures. Our efforts allow clients to maintain their focus on continuing daily operations while relying on us to oversee the management of debris removal operations in compliance with programmatic guidelines and procedures. 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

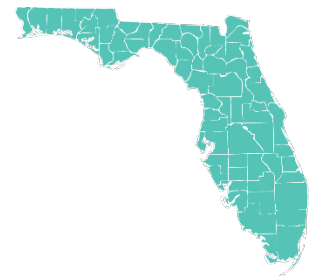
Federal program experience at every level.



✓ **Federal**



✓ **State**



✓ **Local**

We understand federal programs because we regularly work with federal agencies. We are a direct contractor for:

- ✓ Federal Emergency Management Agency
- ✓ U.S. Army Corps of Engineers
- ✓ U.S. Environmental Protection Agency
- ✓ U.S. Agency for International Development
- ✓ U.S. Department of Defense
- ✓ Department of Homeland Security

17

State-Level Emergency Management Departments

Tetra Tech is the chosen partner for 17 state emergency management departments. We are familiar with **representing our clients as recipients of federal program funding** from multiple agencies, including FEMA, FHWA, HUD, EPA, SBA, and more.

500+

Municipal Partners

We are trusted by more than 500 communities around the country as a disaster preparedness, response, recovery, or mitigation consultant. For majority of these local-level clients, Tetra Tech provides **expert guidance to navigate the complexities of federal grant programs**.

Overview of Federal Grant Funding Experience

CLIENT	GRANT PROGRAM	FUNDING AMOUNT	PROJECT START	Site Visits/Inspections	Grant/Program Management	Data Management & Reconciliation	Quality Control & Monitoring	Subrecipient Support & Monitoring	Closeout/Audit Support	Operational Planning and Support	Damage Intake Support	Project Formulation	Alternate/Improved/Pilot Program Projects	Insurance Subrogation	Needs Assessment	Action / Program Plan Development	Eligibility Review/Case Management	Environmental Reviews	Construction Management
FEMA FUNDING / PUBLIC ASSISTANCE																			
City of Pensacola, FL	FEMA PA	\$1,993,188	2023	■	■			■	■					■					
City Of Austin – Office of Homeland Security and Emergency Management	FEMA PA	\$5,500,000	2023		■	■	■	■	■		■	■							
City of Austin – Austin Resource Recovery	FEMA PA	\$19,000,000	2023		■	■	■	■	■		■	■							
City of Austin – Austin Energy	FEMA PA	\$23,000,000	2023		■	■	■	■	■		■	■							
City of Tarpon Springs	FEMA PA	\$200,000	2023		■	■	■	■	■		■	■							
Butte County	FEMA PA	\$7,100,000	2023												■				
Collier County Board of County Comm	PA	\$250,000,000	2023	■	■	■	■	■	■	■		■	■	■					
Collier County Board of County Comm	PA	\$250,000,000	2023	■	■	■	■	■	■	■		■	■	■					
Lexington County, SC	Home ARPA		2022		■		■												
Iowa, State of	ARPA	\$30,000,000	2022		■	■	■		■	■		■							
Iowa, State of	ARPA	\$227,500,000	2021		■	■	■		■	■		■							
Walton County, FL	COVID PA	\$131,470	2021	■	■	■	■		■	■	■	■	■						
Frisco, TX	FEMA PA	\$700,000	2021	■	■	■	■		■	■			■						
Frisco, TX	FEMA PA	\$500,000	2021	■	■	■	■		■	■			■						
Frisco, TX	CRF	\$3,700,000	2021	■	■	■	■		■	■			■						
Harris County, TX	PA	\$12,300,000	2021		■	■	■		■	■	■								
Philadelphia, PA	PA	\$30,000,000	2021		■	■	■		■	■	■	■							

CLIENT	GRANT PROGRAM	FUNDING AMOUNT	PROJECT START	Site Visits/Inspections	Grant/Program Management	Data Management & Reconciliation	Quality Control & Monitoring	Subrecipient Support & Monitoring	Closeout/Audit Support	Operational Planning and Support	Damage Intake Support	Project Formulation	Alternate/Improved/Pilot Program Projects	Insurance Subrogation	Needs Assessment	Action / Program Plan Development	Eligibility Review/Case Management	Environmental Reviews	Construction Management
Ft. Myers, FL	PA, CRF	\$2,748,000	2021		■	■	■			■									
Hamilton County, TN	FEMA PA	\$1,000,000	2020	■	■	■	■		■	■	■	■	■						
Commonwealth of Massachusetts	FEMA PA	\$200,000,000	2020	■	■	■	■		■	■	■	■	■						
Harris County, TX	FEMA PA	\$200,000,000	2020	■	■	■	■		■	■	■	■	■						
Houston, TX	FEMA PA	\$10,000,000	2020	■	■	■	■		■	■	■	■	■						
Miami, FL	Appeals	\$17,000,000	2020		■	■	■		■										
Houston, TX	CRF	\$404,000,000	2020		■	■	■			■									
Philadelphia, PA	CRF	\$276,400,000	2020		■	■	■			■									
Palm Beach County, FL	CRF	\$261,000,000	2020		■	■	■			■									
Brevard County, FL	CRF	\$105,000,000	2020		■	■	■			■									
LA GOHSEP Vernon-Parish	PA	\$13,000,000	2020		■	■	■			■									
LA GOHSEP Lafayette Delta	PA	\$14,488,000	2020		■		■												
LA GOHSEP Abbeville Laura	PA	\$376,000	2020		■	■	■			■									
LA GOHSEP Lafayette Laura	PA	\$3,757,000	2020		■		■												
LA GOHSEP Abbeville Delta	PA	\$222,000	2020		■	■	■			■									
Houston, TX	PA	\$10,000,000	2020	■	■	■	■		■	■	■	■	■						
Long Beach, CA	PA, CRF	\$150,753,000	2020		■	■	■		■	■									
Iowa Department of Human Services	CRF	\$7,800,000	2020		■	■	■			■									
LA GOHSEP	PA	\$312,600,000	2020		■		■					■							
LA GOHSEP COVID19	PA	\$87,048,000	2020		■	■	■			■									
CR-Mass COVID-19	PA	\$75,000,000	2020		■	■	■			■									

CLIENT	GRANT PROGRAM	FUNDING AMOUNT	PROJECT START	Site Visits/Inspections	Grant/Program Management	Data Management & Reconciliation	Quality Control & Monitoring	Subrecipient Support & Monitoring	Closeout/Audit Support	Operational Planning and Support	Damage Intake Support	Project Formulation	Alternate/Improved/Pilot Program Projects	Insurance Subrogation	Needs Assessment	Action / Program Plan Development	Eligibility Review/Case Management	Environmental Reviews	Construction Management
State of Connecticut	PA	\$450,000,000	2020		■	■	■		■	■									
Philadelphia, PA	PA, HMGP, CRF	\$375,000,000	2020		■	■	■		■	■									
Dunedin, FL	PA	\$38,000	2020		■	■	■			■	■	■							
Harris County, TX	PA	\$200,000,000	2020		■	■	■			■	■	■							
Harris County, TX	CRF	\$426,000,000	2020		■	■	■			■									
Houston, TX	CRF	\$404,000,000	2020		■	■	■		■										
Houston, TX	PA	\$575,000,000	2020	■	■	■	■		■	■	■	■	■						
Missouri, State of	PA	\$2,947,200	2019		■	■	■		■	■									
Missouri, State of	PA	\$5,664,229	2019		■	■	■		■	■									
Commonwealth of Puerto Rico	PA, HMGP	\$60,000,000,000	2019		■	■	■			■	■	■	■						
Barnwell County, SC	HMGP	\$4,800,000	2019		■		■												
Callaway, FL	PA	\$50,000,000	2018		■	■	■			■	■	■	■						
Lynn Haven, FL	PA	\$50,000,000	2018		■	■	■			■	■	■	■						
Dougherty County, GA	PA	\$10,000,000	2018		■		■				■	■	■						
Albany, GA	PA	\$10,000,000	2018		■		■				■	■							
Ventura County, CA	PA	\$100,000,000	2018		■	■	■			■									
Callaway, FL	PA	\$27,098,000	2018		■	■	■		■	■	■	■	■						
Lynn Haven, FL	PA	\$54,810,000	2018		■	■	■		■	■	■	■	■						
Albany, GA	PA	\$17,773,000	2018		■	■	■		■	■	■	■							
Anchorage, AK	PA	\$11,936,000	2018		■	■	■		■	■			■						

HUD FUNDING / CASE MANAGEMENT

Sarasota County, FL	CDBG-DR	\$201,000,000	2023	■		■									■	■			■
City of Fort Myers, FL	CDBG-DR	TBD	2023			■									■				

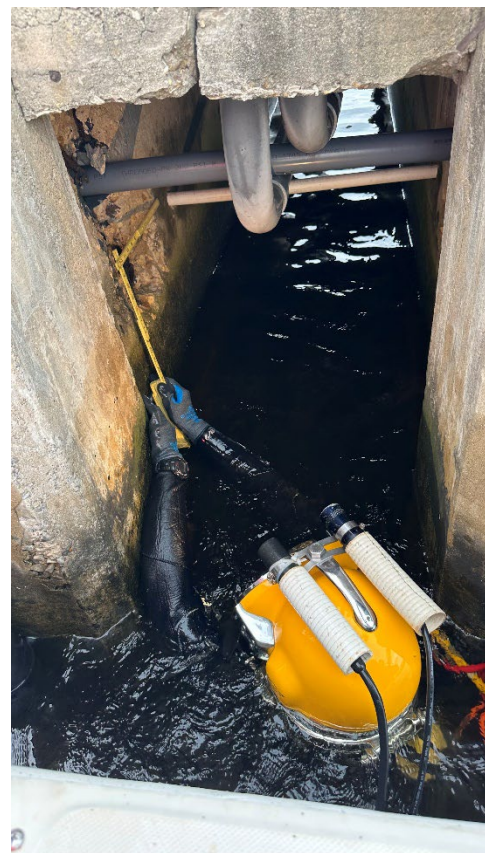
CLIENT	GRANT PROGRAM	FUNDING AMOUNT	PROJECT START	Site Visits/Inspections	Grant/Program Management	Data Management & Reconciliation	Quality Control & Monitoring	Subrecipient Support & Monitoring	Closeout/Audit Support	Operational Planning and Support	Damage Intake Support	Project Formulation	Alternate/Improved/Pilot Program Projects	Insurance Subrogation	Needs Assessment	Action / Program Plan Development	Eligibility Review/Case Management	Environmental Reviews	Construction Management
Philadelphia, PA	CDBG-DR	\$163,000,000	2023			■									■	■			
Nashville-Davidson County, TN	CDBG-DR	\$5,151,000	2023													■			
U.S. Virgin Islands	CDBG-MIT	\$777,000,000	2022													■			
Puerto Rico Dept. of Housing (PRDOH) R3	CDBG-DR	\$400,000,000	2022	■	■		■	■	■						■	■	■	■	■
PRDOH CEWRI-CI	CDBG-DR	\$74,000,000	2022		■	■	■										■		
Richland County SC	ERAP	\$45,000,000	2021		■	■	■		■								■		
Broward County	ERAP	\$58,965,000	2021		■	■	■										■		
Charleston County, SC	ERAP	\$32,200,000	2021		■	■	■		■								■		
Pinellas County, FL	ERAP	\$45,800,000	2021		■	■	■										■		
St. Petersburg, FL	ERAP	\$13,200,000	2021		■	■	■										■		
Leon County, FL	ERAP	\$19,600,000	2021		■	■	■		■								■		
Mobile County, AL	ERAP	\$22,200,000	2021		■	■	■		■								■		
Winston-Salem/Forsyth County, NC	ERAP	\$20,600,000	2021		■	■	■										■		
Greenville County, SC	ERAP	\$15,800,000	2021		■	■	■										■		
Orlando, FL	ERAP	\$15,400,000	2021		■	■	■										■		
Ft Bend County, TX	ERAP	\$41,600,000	2021		■	■	■		■								■		
Lexington County, SC	CDBG-MIT	\$15,000,000	2021		■	■	■								■	■	■		
Monroe County, FL	CDBG-DR	\$15,000,000	2021	■	■	■	■		■								■	■	
Maryland, State of	HAF	\$190,000,000	2021		■	■	■		■								■		
U.S. Virgin Islands Housing	CDBG-MIT	\$2,000,000,000	2020		■	■	■										■	■	
Harris County, TX	CDBG	\$1,200,000,000	2019	■	■	■	■	■	■								■	■	■
State of Florida DEO	CDBG-DR	\$616,000,000	2018		■				■									■	

Stormwater, Marine, and Coastal Infrastructure Experience

Deteriorating and vulnerable infrastructure poses a serious threat to the City's security, economy, public health, and local way of life. As an engineering firm at its core, Tetra Tech brings the depth and breadth needed to understand, advise, and support efforts to make infrastructure more resilient. Tetra Tech solves our clients' most complex flood risk challenges, including improving the reliability of existing infrastructure, addressing increased risks, assessing the need for new facilities to meet new challenges, and assessing compliance of levee systems to meet current requirements. Our integrated approach to decreasing flood risk with projects that include levees and floodwalls enables our team to develop projects that satisfy stringent technical criteria, environmental constraints, and government regulations.

Tetra Tech has decades of experience working with both large urban and small rural municipalities to implement infrastructure projects. We understand that infrastructure projects create downstream benefits to critical infrastructure lifelines that exponentially increase their risk mitigation score while benefiting more beneficiaries at a lower cost. It is these kinds of projects that will ultimately benefit City the most.

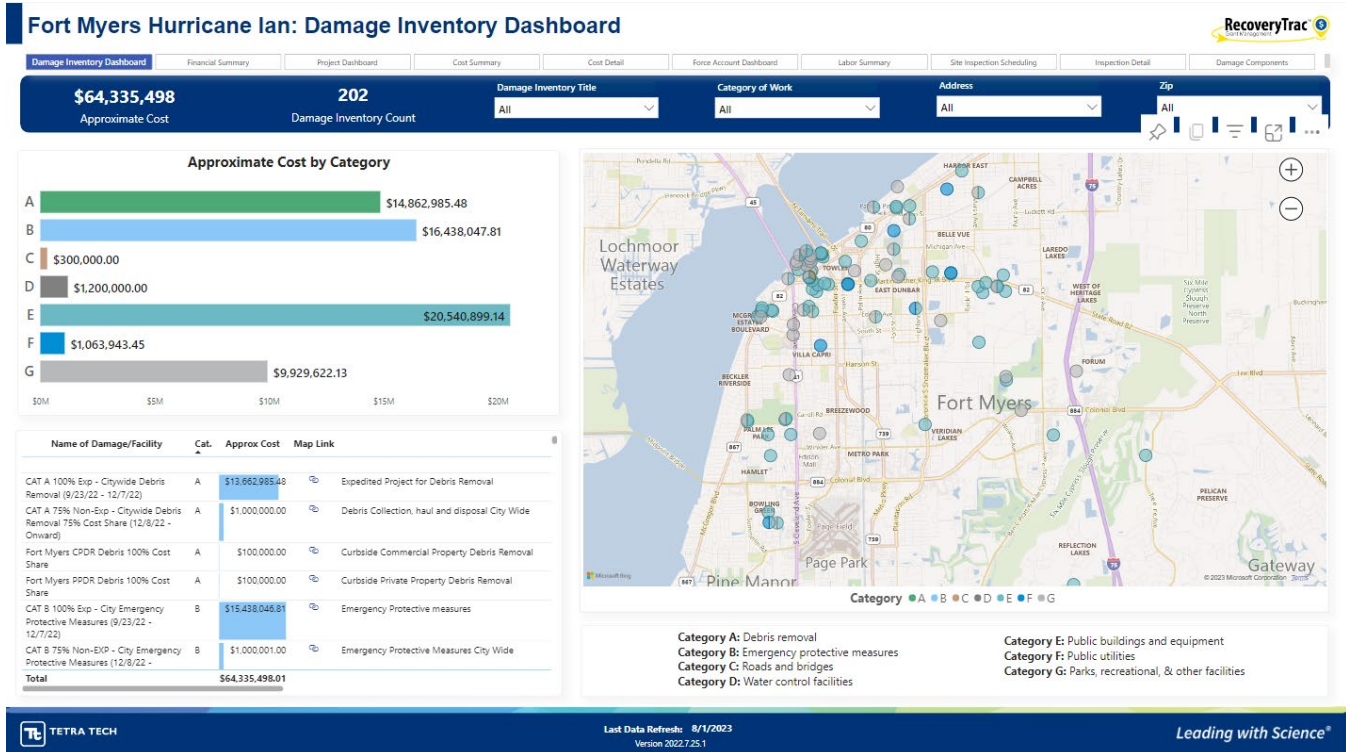
Recently, Tetra Tech has provided the City of Fort Myers, FL with a commercial dive team using surface supplied air to perform an underwater damage assessment of the Fort Myers Yacht Club damaged by Hurricane Ian. The goal of this assessment was to catalog the condition of the docks to form an engineering assessment to determine structural stability and prepare detailed damage descriptions and dimensions for the purpose of submitting eligible costs for FEMA PA reimbursement. A sample of our damage inventory dashboard can be found on the next page.



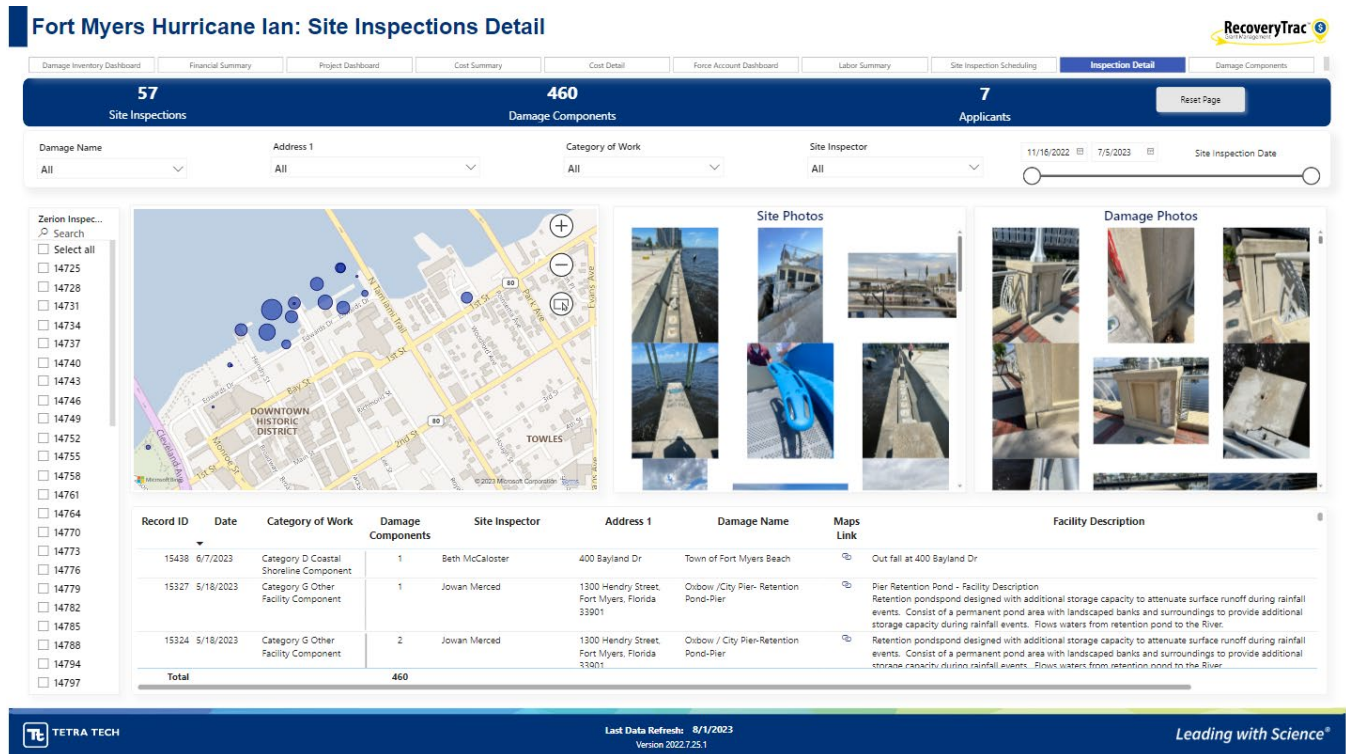
Tetra Tech diver at Fort Myers Yacht Club



Sample Fort Myers Damage Inventory Dashboard



Sample Fort Myers Site Inspection Dashboard



Natural Resources Conservation Service Grants (Streambank Stabilization/Acquisitions)

Tetra Tech is a company founded in water conveyance and water resource management. Our firm consistently ranks among the top engineering firms annually according to *Engineering News-Record*. Tetra Tech has been consistently rated 1st in the “Water” category for 19 years.

We have worked for and understand NRCS as an agency and are familiar with NRCS policies and guidance, including the National Engineering Manual (NEM), the National Engineering Handbook (NEH), the National Watershed Manual (NWM), and the National Operation & Maintenance Manual. We use NRCS Technical References on a regular basis, including Urban Hydrology in Small Watersheds (TR-55), Earth Dams and Reservoirs (TR-60), Design Notes, Conservation Practice Standards, and Standard Construction and Material Specifications.

ENR Engineering News-Record		Tetra Tech Rankings	
1	Water		
1	Environmental Management		
1	Hydro Plants		
1	Treatment/Desalination		
4	Top 500 Design Firms		

9/19/22

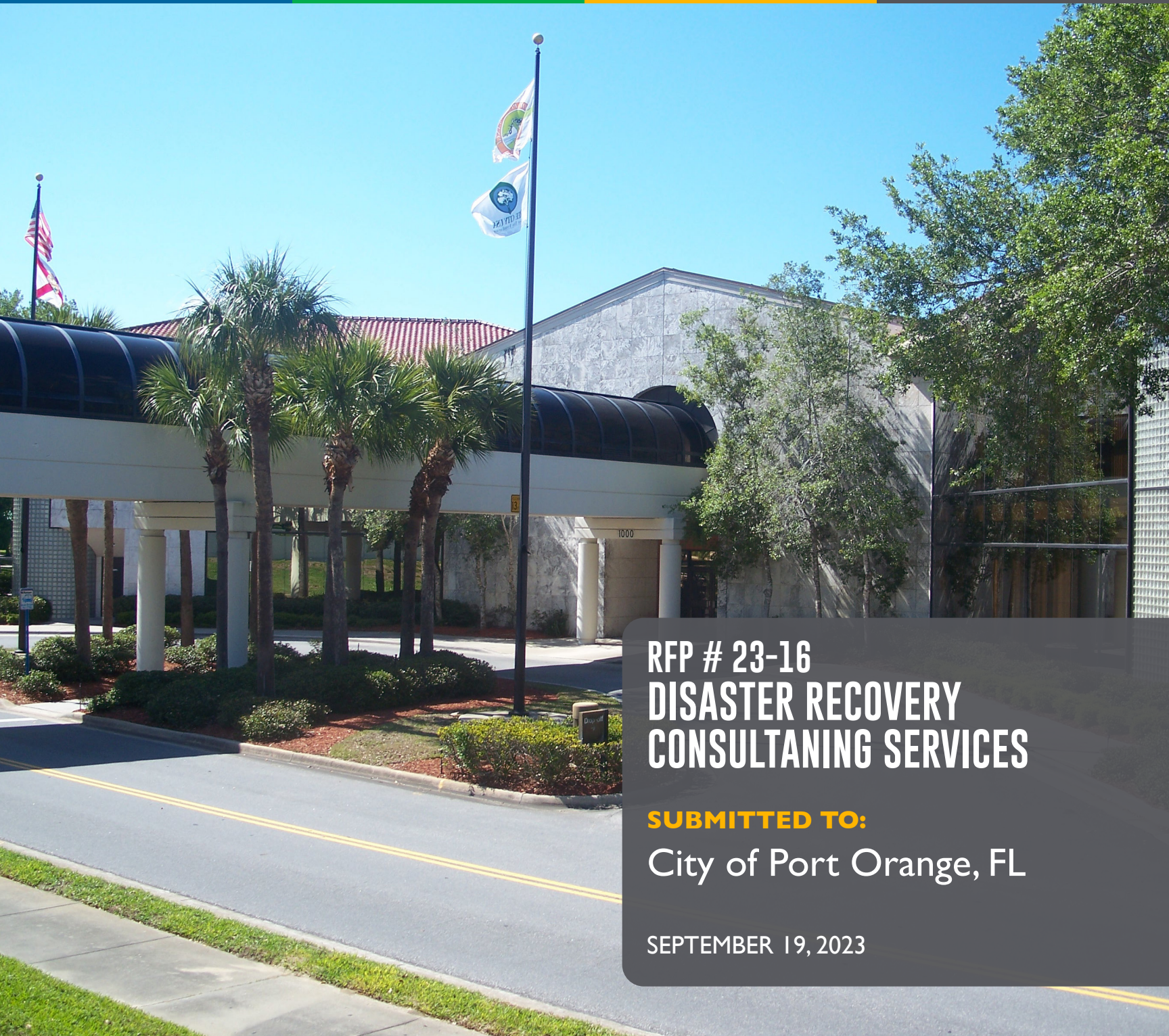
Tetra Tech specializes in river mechanics, hydraulic engineering, sediment transport, and engineering geomorphology, and is highly experienced in the development of channel stabilization and bank protection techniques. Depending on the available data, our team has conducted rainfall runoff analyses using the USACE’s HEC-HMS program for projects nationwide. These models include frequency-duration (e.g., 100-year, 24-hour) events using rainfall inputs from NOAA Atlas 14. We have applied NRCS methods, including TR-55 and WinTR-20/55, stream gage analyses, or regional regression equations.

Hydraulic modeling of the bank stabilization sites can also be performed to evaluate the existing hydraulic conditions over a range of appropriate flows. One-dimensional (1-D) HEC-RAS models will probably be all that is required, but Tetra Tech is highly experienced with a wide range of 2-D hydraulic and sediment-transport models should the need arise, including HEC-RAS 2D and SRH-2D. Output from the models is used to develop and evaluate the design alternatives.

Tetra Tech has developed channel and bank stabilization designs using a variety of methods, including NRCS guidelines. Our team develops stabilization techniques that meet necessary objectives, including erosion protection and constructability. The preliminary and final bank stabilization construction plans are drawn according to standards described in NEH Part 541. The construction specifications are established consistent with NEH Part 642.

Florida Department of Environmental Protection

Tetra Tech has extensive beach and marine debris removal program management experience, including past waterway experience working with the Florida Department of Environmental Protection (FDEP). Following Hurricanes Michael, Irma, and Matthew, FDEP activated its debris monitoring contract with Tetra Tech for waterway debris removal from Econfina Creek, St. Joseph Preserve, and multiple counties, including Brevard, Lee, Nassau, St. Johns, and **Volusia**. Tetra Tech performed preliminary assessments of disaster debris in waterways and monitored recovery contractor operations, verifying FEMA compliance, and providing recommendations to improve project efficiency and the speed of recovery work. Most recently in 2022 and 2023 following Hurricanes Ian and Nicole, Tetra Tech supported FDEP and the Florida Parks Service with debris removal monitoring services for more than 20 State Parks throughout Florida.



**RFP # 23-16
DISASTER RECOVERY
CONSULTING SERVICES**

SUBMITTED TO:

City of Port Orange, FL

SEPTEMBER 19, 2023



GUIDING PRINCIPLES

iParametrics' Guiding Principles are the backbone of our business. We are a customer-focused, employee-driven firm dedicated to integrity, quality, and the highest standards of our industry. We enter each engagement committed to delivering the best products and services and exceeding our clients' expectations.

This commitment to excellence is made possible by the expertise and professionalism of our employees.

DELIVER RESULTS



Customer loyalty is the key to our future. Loyalty is built on trust - when we make a promise, we deliver.

SUPPORT COMMUNITIES



Our work is never “just projects”—people and communities are depending on our success.

INNOVATE



Seek opportunities to develop innovative solutions.

BE PASSIONATE



Demonstrate passion for what you do.

EMPOWER OUR EMPLOYEES



Our most valuable asset is our employees; with them nothing is impossible.

Overall, we bring our customers a diverse group of creative, technical, and entrepreneurial talents, all focused on providing a memorable customer experience and a safer community.

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Service Costs/Fees Proposal



September 15, 2023

City of Port Orange, Florida
Attn: Chip Kent
1000 City Center Circle
Port Orange, FL 32129

RE: RFP 23-16, Disaster Recovery Consulting Services

Dear Mr. Kent,

We understand that the City of Port Orange is seeking a consultant to assist the City in responding to, and recovering from current and future disasters that may affect your residents, businesses, and visitors. We also understand the importance of a trusted partner who can help you maximize your recovery and develop holistic solutions to enhance your resilience and prepare for future disaster events.

iParametrics is that consultant. We are a federally certified small business with 80 employees. We are a national leader in emergency management, pre-disaster preparation, and post-disaster recovery, with experience supporting all scope items requested by the City. Many of our key team members are based in Florida including our Project Manager, Shanti Smith-Copeland, FP&EM, CEM. Beyond this local presence, our team has decades of Florida experience. Our knowledge and previous project experiences provide tailored guidance to communities nationwide and throughout Florida.

For this endeavor, we are partnering with **GrantWorks**, whose Florida headquarters is in Tallahassee, FL. Since its founding in 1979, GrantWorks has assisted over 625+ state, county, and city government entities by providing a wide range of successful disaster recovery and mitigation, grant management, and administrative services. GrantWorks has developed into one of the nation's leading providers of disaster recovery, grant administration and management, and project management services, with their local representative Valarie Philipp located in Port Orange.

We are ready to begin supporting the City and your individual project needs, just as we have helped communities of similar size since our founding in 2003. We have provided guidance to our clients in navigating response and recovery efforts for all manner of natural and manmade threats, including hurricanes, tornadoes, winter storms, wildfires, and the COVID-19 pandemic, while also supporting other emergency management planning and training projects.

We genuinely care about the success of our clients and developing lasting relationships; this mindset often allows us to work on multiple, simultaneous projects with the clients we serve. We are excited about the opportunity to support the City of Port Orange and add to our existing relationships across the state of Florida. Our Florida-based project manager is in Fernandina Beach, with support staff in New Smyrna Beach, Jacksonville, Lake Mary, and Tampa. Through our detailed response provided on the following pages, we hope to show the City of Port Orange how the iParametrics team is more than sufficiently qualified to provide the services requested in your scope.

Our team knows successful recovery programs are not driven by policy and desire alone. Successful programs are driven by intentional design for action, innovative solutions to common problems, embedded compliance, and sound financial stewardship. They are scalable and nimble to the evolution of local needs and are supported by the structure and sound processes that guide and enhance uniformity without constricting progress. Our team offers the City of Port Orange competitive advantages in the critical areas of program operations, innovation, knowledge, and cost to ensure your recovery is the most successful.

iParametrics, LLC

6515 Shiloh Road, Suite 200 | Alpharetta, GA 30005
770.664.6636 | www.iParametrics.com

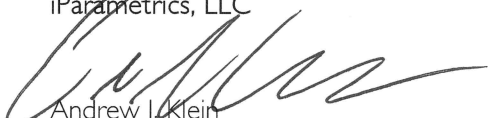
- **The Operational Advantage.** Our experience working as a FEMA Public Assistance subcontractor for the past 20 years provides us with an intimate understanding of the latest FEMA policies and interpretations. We will leverage this knowledge to ensure the City has the most complete recovery possible. Because of our existing relationships across the state, we understand anticipated current and future needs well. We can start working on these on Day One of the contract. As outlined in our proposed approach sections, we offer unique expertise that combines form with function – compliance in action. **We are solutions-driven and prepared to achieve results for the City of Port Orange.**
- **The Innovation Advantage.** Innovation facilitates doing more with less, increases the reach of your recovery program, and unlocks new opportunities. Our team is on the leading edge of innovation in emergency management and disaster recovery analytics, business process applications, and mitigation. **Our goal is to empower your team to have a better understanding of tackling the City of Port Orange's unique problems and creating more holistic solutions.**
- **The Expertise Advantage.** In disaster recovery, expertise is a never-ending pursuit of understanding. We believe in the ongoing personal and professional development of those around us to foster a culture where the pursuit of knowledge is celebrated. We offer the City experts, both local and national, who possess an acute understanding of the nuance and intricacies of FEMA, pre-disaster planning, training, staffing, and post-disaster recovery. Our team brings local expertise and knowledge in previous disasters affecting communities across the state of Florida. **True expertise bolsters our ability to demystify complex topics and distill intricate policy and regulatory issues into accessible recovery efforts.**
- **The Cost Advantage:** Control of costs starts with the vendor selected for this engagement and will impact every citizen your disaster recovery programs aim to serve. Our pricing reflects cost-conscious methods to maximize the reach of your recovery dollars. We are experienced at recovering the costs for our services from the allowances of various federal grant programs, which **enables you to have expertise at the ready without a significant investment of City funds.**

In the following pages, we demonstrate the expertise of our dynamic team and our plan to provide comprehensive and cohesive all-hazards preparedness, planning, consulting, and recovery services for the City of Port Orange. The team, key staff, and approach outlined in these pages show that we are qualified to provide the services requested.

As Principal, I offer my personal commitment to providing the City of Port Orange with the best resources and services available. If you need to contact me at any time, you can reach me at 678.381.2320 or by email at andrew.klein@iparametrics.com either before or after your selection decision. You can also contact Project Manager, Shanti Smith-Copeland, FPEM, CEM, at 850.443.3896 or by email at shanti.smith-copeland@iparametrics.com.

Sincerely,

iParametrics, LLC

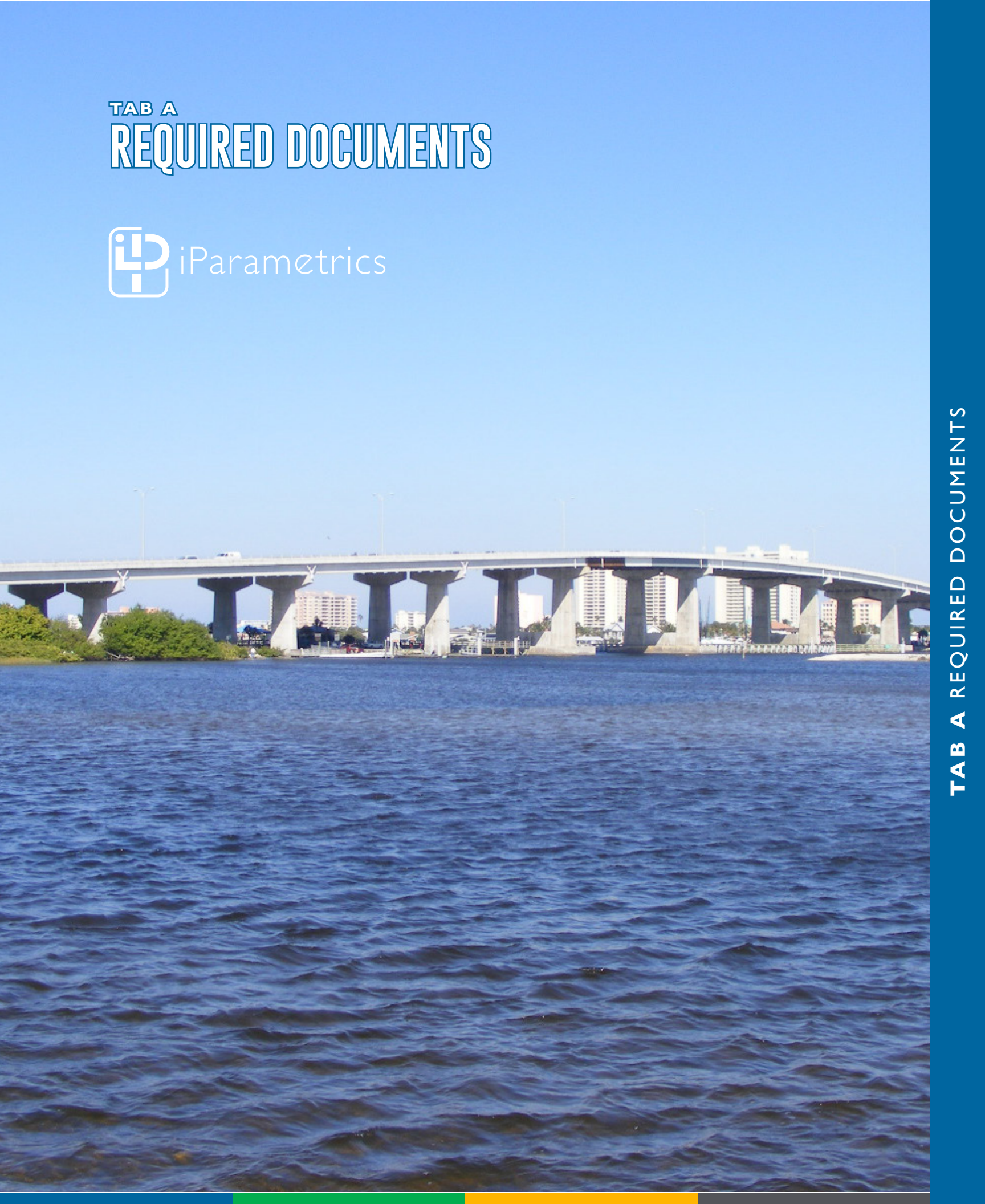


Andrew J. Klein
Principal

iParametrics, LLC

6515 Shiloh Road, Suite 200 | Alpharetta, GA 30005
770.664.6636 | www.iParametrics.com

TAB A
REQUIRED DOCUMENTS



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 – Certification Regarding Debarment, Suspension and Other Responsibility
- ☒ Form 9.12 – Non-Disclosure Agreement for Confidential Material
- ☒ Exhibit “A” – Description of Confidential Material
- ☒ ~~N/A~~ Form 9.13 – No Submittal Request Form
- ☒ APPENDIX A - 44 C.F.R. PART 18 CERTIFICATION REGARDING LOBBYING
- ☒ (Attachment 1) – Services Costs/Fees Proposal Form
- ☒ Submission of one (1) original marked “ORIGINAL”, five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: iParametrics, LLC

Name of Business



Authorized Signature

September 15, 2023

Date

This document must be completed and returned with your submittal.

FORM 9.2 – PROPOSER'S ACKNOWLEDGEMENT FORM

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 a 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, do 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):

iParametrics, LLC

Name of Business

Authorized Signature

Andrew J. Klein

Principal

Printed Name and Title

20-0631731

Federal Identification No.

6515 Shiloh Road, Suite 200

Mailing Address

Alpharetta, Georgia 30005

City, State & Zip Code

850.443.3896

Telephone Number

shanti.smith-copeland@iparametrics.com

E-mail Address

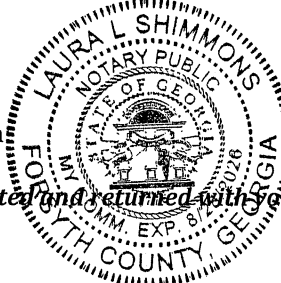
STATE OF: Georgia COUNTY OF: Forsyth

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

15 day of September, 2023, by Andrew Klein and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Georgia
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

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# N/A Date: _____ Addendum# _____ Date: _____
Addendum# N/A 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 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.

I acknowledge the above statements regarding Addendum Acknowledgement and Change Order Procedures:

iParametrics, LLC

Name of Business

[Signature]

Authorized Signature

Andrew J. Klein

Principal

Printed Name and Title

STATE OF: Georgia COUNTY OF: Forsyth

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

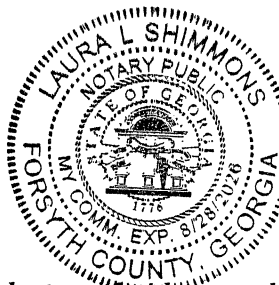
15 day of September, 2023, by Andrew Klein and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

[Signature]

Notary Public, State of Georgia

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

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.

iParametrics, LLC

Name of Business

Authorized Signature

Andrew J. Klein

Principal

Printed Name and Title

STATE OF: Georgia COUNTY OF: Forsyth

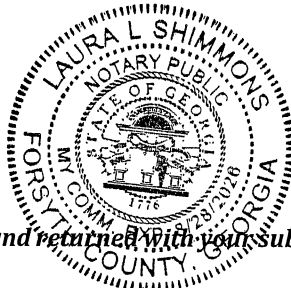
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of September, 2023, by Andrew Klein and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Laura L. Simmons

Notary Public, State of Georgia

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 Andrew J. Klein, who, being by me first duly sworn, made the following statement:

1. The business address of 6515 Shiloh Road, Suite 200, Alpharetta, Georgia 30005 (name of Offeror or business) is iParametrics, LLC.
2. My relationship to iParametrics, LLC (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: N/A. A copy of the order of the Division Administrative Hearing is attached.

(Draw a line through paragraph 7 if paragraph 6 above applies)

iParametrics, LLC

Name of Business

[Signature]

Authorized Signature

Andrew J. Klein

Principal

Printed Name and Title

STATE OF: Georgia

COUNTY OF: Forsyth

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of September, 2023, by Andrew Klein and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

[Signature]

Notary Public, State of Georgia

Printed, typed or stamped name, commission and expiration:



This document must be completed and returned with your submittal.

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL 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: iParametrics, LLC

SIGNED BY: Andrew J Klein
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: [Signature]

TITLE: Principal

ADDRESS: 6515 Shiloh Road, Suite 200

CITY, STATE AND ZIP CODE: Alpharetta, Georgia 30005

TELEPHONE: 850.443.3896

F.E.I.N.: 20-0631731

This document must be completed and returned with your submittal.

FORM 9.7 STATEMENT OF PROPOSER'S QUALIFICATIONS

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: iParametrics, LLC
- B. Permanent main office address: 6515 Shiloh Road, Suite 200, Alpharetta, Georgia 30005
- C. Date organized: 12/17/2003
- D. If a corporation, where incorporated: Georgia
- E. How many years have you been engaged in the business under your present firm or trade name? 20 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
- 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: see attached proposal
- M. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- N. Credit currently available: \$ this information is confidential and can be provided upon award.
- O. Give bank name, contact name and phone number: Truist Bank, Ronel Charles, 404.214.8938
- 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.

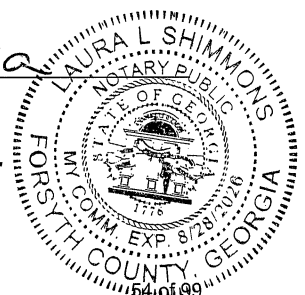
STATE OF: Georgia
COUNTY OF: Forsyth

iParametrics, LLC
Name of Business
[Signature]
Authorized Signature
Andrew J. Klein Principal
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of September, 2023, by Andrew Klein and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.
Laura L. Shimmmons Notary Public, State of Georgia
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal.



FORM 9.7 STATEMENT OF PROPOSER'S QUALIFICATIONS

Attachment for Line F

Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.)

Due to the nature of our work and the confidentiality of our clients, we do not disclose active clients during the duration of the contract.

FORM 9.7 STATEMENT OF PROPOSER'S QUALIFICATIONS

Attachment for Line J

List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed:

Please see the enclosed project sheets.

FORM 9.7 STATEMENT OF PROPOSER'S QUALIFICATIONS

Attachment for Line K

List your major equipment currently owned or leased:

iParametrics does not have any owned or leased equipment.

FORM 9.7 STATEMENT OF PROPOSER'S QUALIFICATIONS

Attachment for Line M

Background and experience of the principal members of your organization, including the officers:

Andrew Klein has over 30 years' experience in management, engineering, and entrepreneurial roles, ranging from Systems Engineer for Martin Marietta's Space System Division, playing a key role in the commercialization of Expendable Launch Vehicles, to creating and managing one of the first interactive online business-consumer databases ("Hello Yellow"), which landed him on the cover of Entrepreneur Magazine. During his 13 years as President and Managing Partner of the BKI Companies, a global strategic consulting and advisory practice, Andrew's key advisory role in high-profile mergers and acquisitions included a highlighted \$3 billion divestiture by British Telecom. He also served as a consultant to a number of Fortune 50 companies, advising them on organizational strategies and efficiencies, customer-driven marketing, new product introduction, and product and brand management. Andrew serves as Principal-in-Charge of iParametrics, as well as being a founder of the firm, along with Mr. Paul Pelletier.

Paul Pelletier has over 25 years of experience working within the engineering, emergency management, homeland security and technology sectors. As one of the founders of iParametrics, he has performed technical and programmatic management for all company emergency management, risk, and homeland security programs since 2005. As the company Project Director for the PA Technical Assistance Contract, he provides full oversight of four nation-wide contracts in support of FEMA's operations. Paul managed over 100 task orders with revenue of over \$50 million dollars, 360,000 labor hours. These contracts have successfully re-competed several times. Over the course of his career, he has worked closely with some of the world's leading engineering companies supporting Federal, State and local emergency management, risk and homeland security programs. Paul served in the United States Marine Corp, is a Texas Department of Public Safety Certified Risk Manager (Class B) and has active Public Trust and inactive DOE clearances.

Jeff Stevens serves as iParametrics' Executive Vice President. In this role, he works closely with our clients to improve their resilience and enhance their recovery efforts, Jeff is hands-on leader known for his dogged advocacy on behalf of the communities we serve. He constantly identifies opportunities to ensure that our clients are leveraging all possible avenues to enhance their preparedness or build back better after a disaster. Jeff has experience in higher education from his time at New York University and in healthcare leadership from his time serving on the H1N1 pandemic team in Rhode Island. Jeff is a Certified Emergency Manager and FEMA Master Exercise Practitioner. He holds numerous Incident Management Team certifications and is also a volunteer firefighter. Jeff has more than 15 years of experience.

Shanti Smith-Copeland serves as the Director of Emergency Management for iParametrics. She is a decisive, results-oriented executive with 18 years of innovative crisis and emergency management leadership. These skills have been honed through positions including Deputy Bureau Chief of Preparedness for the State of Florida, as well as a local emergency manager. Her experience includes Disaster Preparedness, Response, Recovery, and Grant Management Support on behalf of the State Emergency Response Team, as well as Florida Cities and Counties after Hurricanes Dennis, Katrina, Rita, Wilma, Hermine, Matthew, Irma, Michael, Dorian, and the COVID-19 pandemic. Additionally, her experience in 34 federally declared disasters across FEMA Regions 1, 2, 4, 6 and 7 from 2005-2020 has allowed her to provide operational support to field operations for Disaster Recovery, Debris Management, Mass Care Coordination, EOC Staffing of ICS Positions including Plans Chief, Logistics Chief and Liaison Officer as well as Incident Management Team support up to and including Type 3 Incident Commander.

Additional bios and resumes can be found in Tab C of the Proposal.

FORM 9.9 - E - VERIFY AFFIDAVIT



**CITY OF PORT ORANGE
CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES**

Solicitation Name: City of Port Orange, FL - Disaster Recovery

Solicitation Number: RFP #23-16

I, the undersigned hereby certify that iParametrics, LLC (insert contractor company name) does not employ, contract with or subcontract 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 iParametrics, 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.

Andrew J. Klein Principal
Print or Type Name, Title

[Signature]
Signature of Affiant

20-0631731
Federal Employer ID Number (FEIN)

226945
E-Verify Number

STATE OF ~~FLORIDA~~ Georgia

COUNTY OF: Forsyth

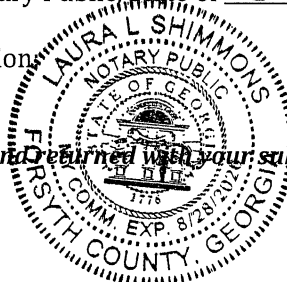
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of September, 2023, by Andrew Klein and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

[Signature] Notary Public, State of Georgia

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, Andrew J. Klein, Principal, on behalf
(Print Name and Title)

of iParametrics, LLC ("Company"), certify that iParametrics, 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.

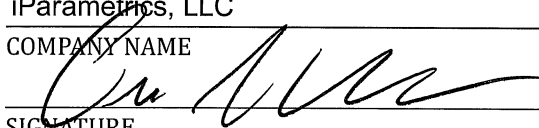
Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in 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.

iParametrics, LLC

COMPANY NAME


SIGNATURE

Andrew J. Klein

PRINT NAME

Principal

TITLE

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF: Forsyth

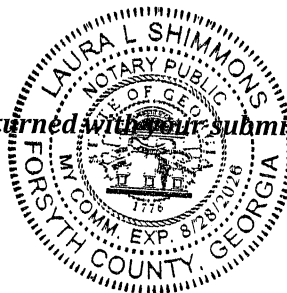
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of September, 2023, by Andrew Klein and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Laura Shimmons Notary Public, State of Georgia

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your submittal.

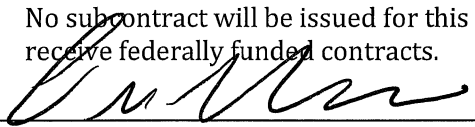


**FORM 9.11 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY
MATTERS**

(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 an 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

September 15, 2023

Andrew J. Klein Principal

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# RFP 23-16

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.

Respondent: iParametrics, LLC

Address: 6515 Shiloh Road, Suite 200, Alpharetta, Georgia 30005

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 Respondent (hereinafter the "Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent 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 Respondent.

NOW THEREFORE, in consideration of the mutual promises and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent 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 Respondent 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 Respondent 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 Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event the City discloses confidential or trade secret information to Respondent, the Respondent 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 Respondent, or at any time upon request of the City, Respondent 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. Respondent 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 Respondent 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. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.
7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent 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 Respondent 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. Respondent 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.

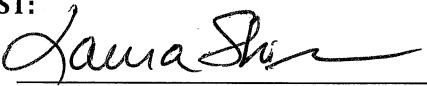
The City of Port Orange, FL

BY: _____
NAME: _____
TITLE: _____
DATE: _____

Respondent

BY:  _____
NAME: Andrew J. Klein
TITLE: Principal
DATE: September 15, 2023

ATTEST:

BY:  _____
NAME: Laura Shimmons
TITLE: Notary Public
DATE: September 15, 2023

This document must be completed and returned with your submittal.

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL

TAB E – FINANCIAL HISTORY - Provided in enclosed envelope, marked "Confidential"

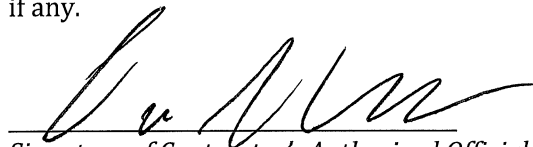
This document must be completed and returned with your submittal.

**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, iParametrics, LLC, 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

Andrew J. Klein Principal
Name & Title of Contractor's Authorized Official

Date: September 15, 2023

TAB B

QUALIFICATIONS AND RELATED EXPERIENCE OF CONSULTANT



iParametrics

TAB B

QUALIFICATIONS AND RELATED EXPERIENCE OF CONSULTANT

WHAT WE DO



WHO WE ARE



HOW WE WORK



iParametrics, LLC, is a recognized national leader in emergency management, homeland security, program management, and cost engineering, with a local, experienced team that has actively supported communities throughout Florida. We work on the most complex, cutting-edge problems, offering client-focused solutions aimed at improving resilience. At iParametrics, our clients are not just a number. We genuinely care about the communities we serve and providing support through personal solutions to build lasting relationships, and we are proud of the fact that many of our clients are repeat customers! While our corporate headquarters is located in Alpharetta, GA, several of our staff members are Florida residents, **including one of our staff members who lives and works in New Smyrna Beach**, so we are a short drive from any of the City of Port Orange's needs.

As a multi-faceted advisory firm, we have worked with a broad range of clients, including numerous federal agencies, over 30 state-level agencies, and 500+ cities, counties, and townships in all 50 states and globally.

We have a diverse range of experience assisting with over 70 presidentially declared disasters in all 50 states over the last 20 years.

This level of experience, coupled with our current relationships across Florida and our local insight, means that we are exceptionally equipped to begin assisting you in preparing for and responding to any planned event or disaster. By helping communities across the country plan and recover from all kinds of natural disasters (including hurricanes, tornadoes, floods, fires, straight-line winds, pandemics, and more), the iParametrics team has established a methodical approach to disaster recovery that puts people on the ground quickly.

As you will hear frequently from our team, **our projects always begin with communication**. This means that we will consistently remain in-contact with the City of Port Orange officials prior to, during, and after any disaster event impacting the City to establish a clear plan and schedule of events to ensure your recovery begins swiftly and smoothly. With our local project manager, we will be available to start assisting the City as soon as weather allows and the request for assistance is received.

Our goal is to help the City recover from any type of disaster or emergency as fast as possible so that the City of Port Orange residents and businesses can return to a sense of normalcy. A key element to ensuring that occurs as quickly as possible is working hand-in-hand with City officials. We know that not every disaster comes in the same shape and size, and our response will likely differ slightly depending on each disaster event. However, our processes, procedures, and levels of standard will always remain the same.

For this engagement, our team will be supported by our partner, **GrantWorks**. Since their founding in 1979, GrantWorks has assisted over 625+ state, county, and city

TAB B

QUALIFICATIONS AND RELATED EXPERIENCE OF CONSULTANT

CONTINUED

government entities by providing a wide range of successful disaster recovery and mitigation, grant management, and administrative services. Today, with a national workforce of over 400 professionals, GrantWorks has developed into one of the nation's leading providers of disaster recovery, community and economic development, housing, infrastructure, planning, transportation, and coastal protection grant application, grant administration and management, and project management services for state and local governments. Their staff has direct and extensive experience supporting a wide range of emergency management, disaster recovery, and mitigation efforts in Florida with the Florida Division of Emergency Management (FDEM), Florida Department of Children and Families (FDCF), and Florida Department of Environmental Protection (FDEP) as well as numerous cities and counties throughout the state.

WHY IPARAMETRICS?

Our team stands ready to meet any of your listed scope items upon notice of award. We feel confident that we are more than qualified through our unique discriminators:

- **OUR FIRM KNOWLEDGE.** iParametrics has significant experience planning for, responding to, recovering from, and mitigating the effects of disasters for communities across the country, including those in Florida. We have a proven history of supporting local, state, and federal clients as they recover from some of the most challenging disasters in the country, while providing the resources and training to become better prepared for future disaster scenarios. **Our 20 years providing these services gives our team members the unique perspective of literally seeing it all!** Additionally, our experience working as a FEMA Public Assistance subcontractor since 2003 provides us with an intimate understanding of the latest FEMA policies and interpretations, which we leverage to ensure each of our clients has the most complete recovery possible.
- **OUR THOROUGH APPROACH.** We recognize that the scope items requested by the City of Port Orange are multi-faceted and require more than a blanket

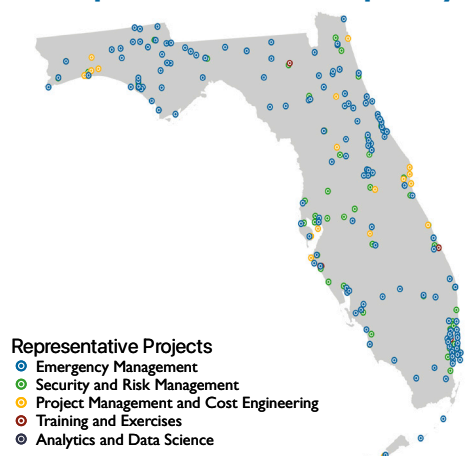
response. **iParametrics strongly believes that cookie-cutter responses and plans are inefficient and ineffective, and therefore, we do not deliver these to our clients.**

- **OUR TEAM MEMBERS.** The iParametrics team members proposed for this project have been carefully selected to deliver a mix of wide-ranging subject matter expertise, trusted insights, operational knowledge, and technical skills. We have a variety of skilled professionals who are ready to meet any requirement for the City of Port Orange. Each team member brings a diverse background and mixture of experiences, including disaster recovery, hazard mitigation, training and exercise development and delivery, federal grant support, data analytics, cost estimating, and more. **Our local Florida-based team is ready to leverage their skills to begin supporting the City of Port Orange starting on Day One of the contract with our local team member, Pat White in New Smyrna Beach.**

The iParametrics team has significant experience planning for, responding to, recovering from, and mitigating the effects of disasters in Florida. We intimately understand the communities, the state, and know how to enhance your recovery efforts to quickly return to a sense of normalcy. This experience is evidenced in the map of Florida projects below.

We are passionate about the communities in Florida and ensuring a comprehensive and speedy recovery

process because it affects our employees and their families and friends.



2023 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M18000010512

Entity Name: IPARAMETRICS, LLC

Current Principal Place of Business:

7901 4TH ST N STE 300
ST. PETERSBURG, FL 33702

Current Mailing Address:

7901 4TH ST N STE 300
ST. PETERSBURG, FL 33702 US

FEI Number: 20-0631731

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

NORTHWEST REGISTERED AGENT LLC
7901 4TH ST N STE 300
ST. PETERSBURG, FL 33702 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: GLOVER TOM

02/08/2023

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title AUTHORIZED MEMBER
Name KLEIN, ANDREW
Address 7901 4TH ST N STE 300
City-State-Zip: ST. PETERSBURG FL 33702

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 a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ANDREW KLEIN

MEMBER

02/08/2023

Electronic Signature of Signing Authorized Person(s) Detail

Date

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Proposer submits that their firm is qualified to perform the referenced work and has 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: Greater Naples Fire District
Contact Person: Assistant Chief of Logistics, Alan McLaughlin
City, State: Naples, Florida
Telephone Number: 239.961.9074
Email Address: amclaughlin@gnfire.org
Description of goods/services provided: Disaster Recovery from Hurricane Ian. HMGP Funds and CDBG-DR
Contract Amount: \$33,556.90 Start/End Date of Contract: February 23, 2023 - Present
2. Company Name: Aspire Health Partners
Contact Person: Debbie Driskell
City, State: Orlando, Florida
Telephone Number: 407.875.3700
Email Address: debbie.driskell@aspirehp.org
Description of goods/services provided: COVID-19 FEMA PA reimbursement
Contract Amount: \$33,610.40 Start/End Date of Contract: 2022 - Present
3. Company Name: Johns Hpokins All Children's Hospital
Contact Person: Larry Green, Director of Safety/Emergency Preparedness
City, State: St. Petersburg, FL
Telephone Number: 727.324.7855
Email Address: lgreen52@jhmi.edu
Description of goods/services provided: applications for the HMGP to harden the envelope of their outpatient facilities across 6 counties.
Contract Amount: \$31,037.60 Start/End Date of Contract: December 2022 - 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 equal or similar to those required under the City's contract as outlined in this proposal package. A minimum of three (3) project 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: The Town of Sneads, FL - Danielle Dickens Guy

Phone: 850.593.6636

Current Client: ☒ Yes ☐ No

Number of years of service provided: 4 years

Description of service: Long term recovery from Hurricane Michael. FEMA Public Assistance (PA)
See attached project sheet for detailed information about this project and the services provided.

2. Contact Name: FEMA PA TAC - Eileen Mcglaughlin

Phone: 703. 387. 4826

Current Client: ☒ Yes ☐ No

Number of years of service provided: 18 years

Description of service: iParametrics has supported the FEMA PA program responding to more than 70 presidentially-
declared disasters in all 50 states in the United States and its Territories. See attached project sheet for more information.

3. Contact Name: Providence, RI - Patrice Jean Philippe

Phone: 401.954.8278

Current Client: ☒ Yes ☐ No

Number of years of service provided: 2 years

Description of service: Coordinating and managing FEMA PA grant responsibilities while identifying other
relief opportunities, including ARPA and other grant sources. See attached project sheet for more info.

This document must be completed and returned with your submittal.

SNEADS, FLORIDA

HURRICANE MICHAEL RECOVERY

iParametrics was selected by the Town of Sneads, Florida, to assist with their long-term recovery efforts from Hurricane Michael. Our team is responsible for coordinating all FEMA Public Assistance Grant responsibilities as well as identifying opportunities for CDBG-DR and EDA funding.

CLIENT

Town of Sneads, FL

REFERENCE

Danielle Dickens Guy

Deputy Clerk

2028 Third Avenue

Sneads, FL 32460

Phone: (850) 593-6636

Email: Danielle@sneadsfl.com

BUDGET

\$174,810

DURATION

2019 - Present

SITUATION

In October 2018, Hurricane Michael ripped through the Florida panhandle, destroying everything in its path and leaving many without homes and power.

TASK

In early 2019, iParametrics was selected by the Town of Sneads to help with their recovery from the devastation. Our team is responsible for coordinating all FEMA Public Assistance Grant responsibilities as well as identifying opportunities for CDBG-DR and EDA funding.

ACTION

The iParametrics Team provided expert guidance to the Town's leadership as they pursued FEMA Public Assistance, 406 Mitigation and Hazard Mitigation Grant Program (404 Mitigation) dollars. Multiple subject matter experts were engaged throughout the process providing the Town with a consistent support through multiple FEMA staff changes (6 PDMGs and 5 TFLs).

RESULT

Major items accomplished include:

- Identification of additional eligible damages totaling nearly \$2 million
- Coordination with insurance to increase cost recovery and avoid a potential duplication of benefits
- Coordination and oversight of all site visits
- Identification and recovery of volunteer time as well as donated resources to reduce local disaster cost share
- Identification of additional 406 hazard mitigation opportunities to enhance community resilience
- Completion of multiple HMGP (404) grant applications



CITY OF PROVIDENCE, RHODE ISLAND

FINANCIAL DISASTER RECOVERY & GRANT ADMINISTRATION

The City of Providence, capital city of Rhode Island, is home to over 180,000 residents. In response to the COVID-19 pandemic, the City looked to hire a consultant to assist in recovery efforts by expediting financial recovery and minimizing impacts from future disasters.

CLIENT

City of Providence, RI

REFERENCE

Patrice Jean Philippe
25 Dorrance Street
Providence, RI 02903
(401) 954-8278
pjeanphilippe@providenceri.
gov

BUDGET

\$100,000+

DURATION

July 2021 - Present

SITUATION

In the aftermath of a major disaster; including the COVID-19 pandemic, the City of Providence sought to protect its interests by securing the services of a qualified disaster recovery consultant to ensure a rapid recovery and post disaster redevelopment process.

TASK

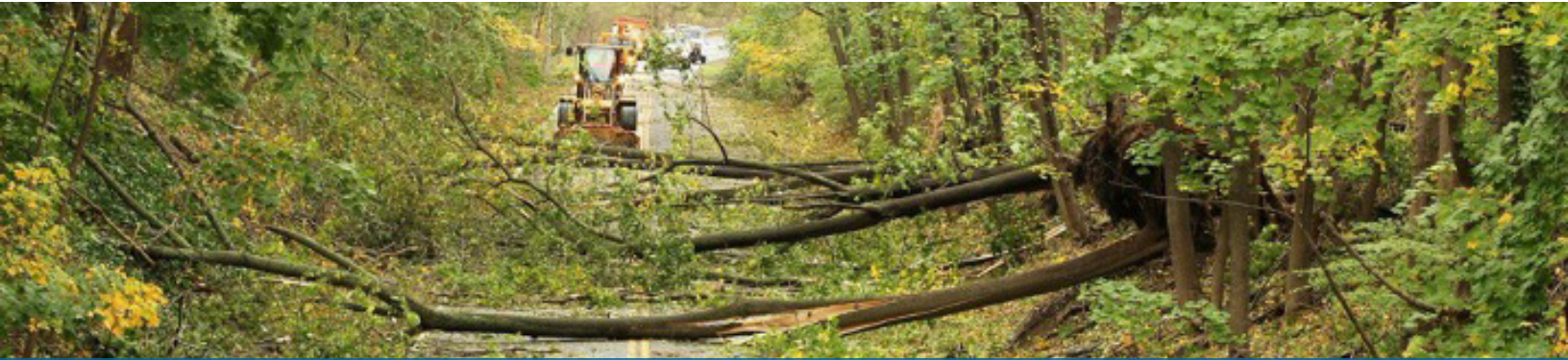
iParametrics was selected to assist the City in their recovery process from the COVID-19 pandemic while preparing for future disaster declarations. We are coordinating and managing all FEMA Public Assistance (PA) grant responsibilities while identifying other relief opportunities, including American Rescue Plan Act (ARPA) and other grant sources.

ACTION

iParametrics is providing the City with comprehensive grant management and cost recovery services, including strategic planning, FEMA PA cost recovery, community outreach, program implementation support, and technical assistance. We are leveraging various grant programs, including FEMA PA, CARES CRF, and ARPA to ensure the most benefit for the City and its residents. Our team is layering these dollars to create the most holistic solution possible. We are supporting City staff by providing updates on funding opportunities while preparing key leadership for future recovery initiatives.

RESULT

Our support for the City is ongoing. To date, we have reviewed hundreds of grant applications and distributed over \$500,000 worth of funds. Our team has maximized FEMA PA funds, successfully used CARES CRF dollars from the state, and provided strategic advice on the best uses of ARPA funds to create a complete funding solution for the City. We provide compliance reviews and have testified before the finance committee on multiple occasions to keep leadership up-to-date on award status. We are providing strategic advice for program process improvements to further support the City and their initiatives.



FEMA PUBLIC ASSISTANCE

TECHNICAL ASSISTANCE CONTRACT | NATIONWIDE

The Federal Emergency Management Agency's (FEMA) Public Assistance Program provides aid in the wake of a major disaster to state and local governments, and to certain non-profits, to help communities in their recovery efforts. As a subcontractor to the Fluor Corporation, **iParametrics has supported the FEMA Public Assistance program for the past 18 years, responding to more than 70 presidentially-declared disasters in all 50 states in the United States and its territories.**

CLIENT

The Federal Emergency
Management Agency

Sub to: Fluor Corporation

REFERENCE

Eileen McLaughlin
FGG Management
2300 Clarendon Blvd.
Arlington, VA 22201
(703) 387-4826
Eileen.McLaughlin@Fluor.com

BUDGET

\$50 million overall contract,
over five years

DURATION

2005 - Present

SITUATION

When disaster strikes anywhere in the United States or its territories, our team deploys within 48 hours to assist state and local jurisdictions affected by these devastating events. As part of this effort, we have supported a broad range of tasks dealing with pre-disaster planning and post-disaster recovery. Our applicants have included hundreds of states, cities, counties, townships, and parishes throughout the United States.

TASK

Through the Public Assistance Program, iParametrics supports federal disaster grant assistance for debris removal, emergency protective measures, and the repair, replacement, or restoration of disaster-damaged property.

Our tasks include:

- Performed damage assessments and prepared Damage Descriptions and Dimensions (DDD)s
- Developed Scopes of Work (SOW) for repair or replacement
- Calculated project cost estimates, including costs for single-facility projects and fixed-price estimates for multiple-facility projects in accordance with Section 428 Public Assistance Alternative Procedures
- Reviewed/processed DDDs, SOWs, and cost estimates in FEMA's Grants Manager
- Assessed and prepared hazard mitigation proposals for improvements to increase facility resiliency against future events
- Performed Audit and Review of the grant for integrity, accuracy, and proper documentation prior to a project being submitted for public funding
- Ensured consistency and integrity in program delivery/development of a quality project and applicant compliance with requirements
- Provided training on all functional elements of the disaster

FEMA PUBLIC ASSISTANCE CONTINUED

In addition, iParametrics has provided PA Subject Matter Experts and Policy Advisors to FEMA's Joint Recovery Office (JRO) and supported all elements of CRC operations. These professionals have worked with Section 428 Alternative Procedures and the Bipartisan Budget Act of 2018 (BBA). As onsite Policy Advisors, our staff provides recommendations and coaching on methods for more efficient and concise project formulation, in addition to developing fixed-price cost estimates for multiple facility projects under Section 428 procedures.

ACTION

Our staff works side-by-side with FEMA, State and local agencies to ensure a recovery that is sensitive to the specific needs of local communities and consistent with Federal policy. Our staff participates in all phases of recovery from mission planning to project closeout. We support scope development, the documentation and formulation of FEMA PWs, cost development and validation, QA/QC and audit, mitigation, closeout activities and all functions of applicant support within the FEMA Consolidated Resource Centers (CRC).

RESULT

Our team has assisted on over 70 presidentially-declared disasters since 2005. 78% of our staff members have received performance assessments of Exceptional or Higher Than Expected with 20% performing at least as expected. This performance makes iParametrics one of the top performers on the entire PA TAC Contract.

“

“iParametrics has performed as a sub-contractor on the FEMA Public Assistance contract since 2005 providing wide ranging technical expertise to projects throughout the United States in support of nationwide disaster recovery efforts on behalf of FEMA. The nature of this work is often times technically complex, unpredictable, highly scrutinized and time sensitive. Your team has performed in exceptional fashion, providing high quality work under often times stressful and exhaustive workloads. We look forward to your long-term participation and support as a member of Fluor’s Public Assistance team.”- Program Director Fluor Government Group, Fluor Corporation

TAB C

QUALIFICATIONS AND RELATED EXPERIENCE OF KEY STAFF



iParametrics

QUALIFICATIONS AND RELATED EXPERIENCE OF KEY STAFF

Project Team

We know that quality people drive quality results, which is why our commitment to you starts with the hand-picked team we will assign to this project. Our professionals have dealt with countless complex projects, including emergency planning, hazard mitigation, data analytics, and long-term community development. Our team is made up of expert facilitators, policy experts, writers, trainers, and responders who will lead you through any planning and subsequent recovery process, on time and within budget. Along the way, we will build capacity and enhance organizational capabilities.

Our goal is to prepare the City of Port Orange before a disaster strikes so the impact is reduced, response is expedited, and recovery is holistic and rapid.

Shanti Smith-Copeland, FPED, CEM, currently serves as the Director of Emergency Management for iParametrics and will be the Project Manager for this engagement. She is a decisive, results-oriented executive with 18 years of innovative crisis and emergency management leadership. Shanti's experience includes disaster preparedness, response, recovery, and grant management support on behalf of the State of Florida Emergency Response Team, as well as Florida Cities and Counties after Hurricanes Dennis, Katrina, Rita, Wilma, Hermine, Matthew, Irma, Michael, Dorian, Ian and the COVID-19 pandemic. Additionally, her experience in 34 federally declared disasters across FEMA Regions 1, 2, 4, 6 and 7 from 2005-2020 has allowed her to provide operational support to field operations for Disaster Recovery, Debris Management, Mass Care Coordination, EOC Staffing of ICS Positions including Plans Chief, Logistics Chief and Liaison Officer as well as Incident Management Team support up to and including Type III Incident Commander.

Shanti will be supported by **Jeff Stevens, CEM, MEP**, who serves as iParametrics' Executive Vice President. Jeff is a leader in the emergency management industry and is an expert on all regulations behind federal and state level grants. He is a hands-on leader known for his advocacy on behalf of the communities we serve. In the wake of the COVID-19 pandemic, Jeff has served clients in Rhode Island, Massachusetts, Georgia, Florida, North Carolina, South Carolina, Tennessee, and Kansas to apply for and leverage federal funding from multiple sources to deliver a variety of initiatives. **He holds numerous Incident Management Team certifications including as an Operations, Planning, and Logistics Section Chief.** He has also served as a volunteer firefighter and emergency medical technician.

Brenda Mathews has an array of experience working on FEMA Public Assistance grant programs, CDBG-DR projects, and Hazard Mitigation Grant Programs following presidentially declared disasters Hurricanes Rita and Maria. She is an expert in the federal grant application and management process. Brenda is skilled in monitoring all aspects of the PA and HMGP

QUALIFICATIONS AND RELATED EXPERIENCE OF KEY STAFF CONTINUED

grant programs from application to closeout, and works with homeowners, contractors, and local, state, and federal staff to effectively and efficiently secure individual mitigation projects.

Mark Albright's experience includes guiding clients through the recovery grants application process, serving as a subject matter expert on Category B-G projects, managing CDBG-DR implementations, and representing HMGP 4040 applicants while providing program guidance and oversight. He has helped the recovery efforts following numerous presidentially declared natural disasters, including Hurricanes Harvey, Maria, Irma, and Katrina.

Valarie Phillip will serve as the Florida Public Assistance subject matter expert for this project. Valerie has over 20 years of extensive experience in disaster recovery and management, serving as a vital consultant to both governmental and private non-profit entities through the cycle of emergency preparedness, response, recovery, and mitigation. Valerie's accomplishments include overseeing FEMA Public Assistance projects exceeding \$780 million since 2017, managing COVID-19 recovery projects totaling approximately \$500 million, directing client projects valued at around \$125 million for Hurricane Irma recovery in Florida and Georgia, managing FEMA Disaster Debris Monitoring efforts worth more than \$35 million for Hurricane Irma, and securing over \$13 million in client task orders since April 2019.

Pat White is a veteran of emergency management with over 18 years of experience. She worked most of her career in the Volusia County Emergency Management Office as their Local Mitigation Strategy Coordinator. She also worked on the county's grant administration and coordination for their Hazard Mitigation Assistance Program, and Flood Mitigation Assistance Program. After leaving the Volusia County Emergency Management Office, Patricia began working on various projects within the private sector including developing Hazard Mitigation Grant Applications and CDBG-DR grant development for a variety of entities.

Alex Boswell is well-versed in all compliance requirements surrounding grants at the federal, state, and local levels, and uses this knowledge when assisting clients in grant application preparation. She is currently guiding clients through various planning and grant management projects. Alex previously served as Chief of Staff in the Florida Office of Resilience, where she arranged and participated in meetings regarding resilience projects occurring across the state with various governmental, private, and non-profit agencies from Florida and other states.

Gina Vought is a professional with over 20 years of experience working in emergency services. She has served in a variety of different roles in her career include Incident Management Team member for the City of Jacksonville to State Emergency Operation Center Support for the State of Illinois. She has also assisted with recovery programs including managing St. Johns County, Florida's first CDBG-DR grant award for Hermine-Matthew Recovery. In this role, she helped manage \$89 M in funding for a variety of projects including

QUALIFICATIONS AND RELATED EXPERIENCE OF KEY STAFF CONTINUED

8 Public Works Projects, 3 Utility Projects, 2 Multi-Family Housing Complexes, and a large-scale Individual Home Repair/Replacement projects. She also served as the County's Subject Matter Expert in all CDBG-DR program areas advising senior leadership of issues.

The key staff presented in these pages have worked with local government clients like the City of Port Orange around the nation to deliver the most creative, innovative, and comprehensive disaster recovery programs in sectors including single-family, multi-family and rental housing; economic development; infrastructure; planning; and capacity-building using leveraged funding from multiple federal sources.

All key staff proposed in these pages have prior recent experience implementing federal grant relief programs, funded through FEMA and other federal entities.

Our team has been carefully selected to deliver a mix of wide-ranging subject matter expertise, trusted insights, operational knowledge, and technical skills. Our team is trained to deliver understanding, empathy, and solutions; tailor made for the City of Port Orange. We are passionate about the clients we serve and the communities we support. This group is supported by a deep bench of 250+ professionals who can be pulled in at a moment's notice based on technical need.

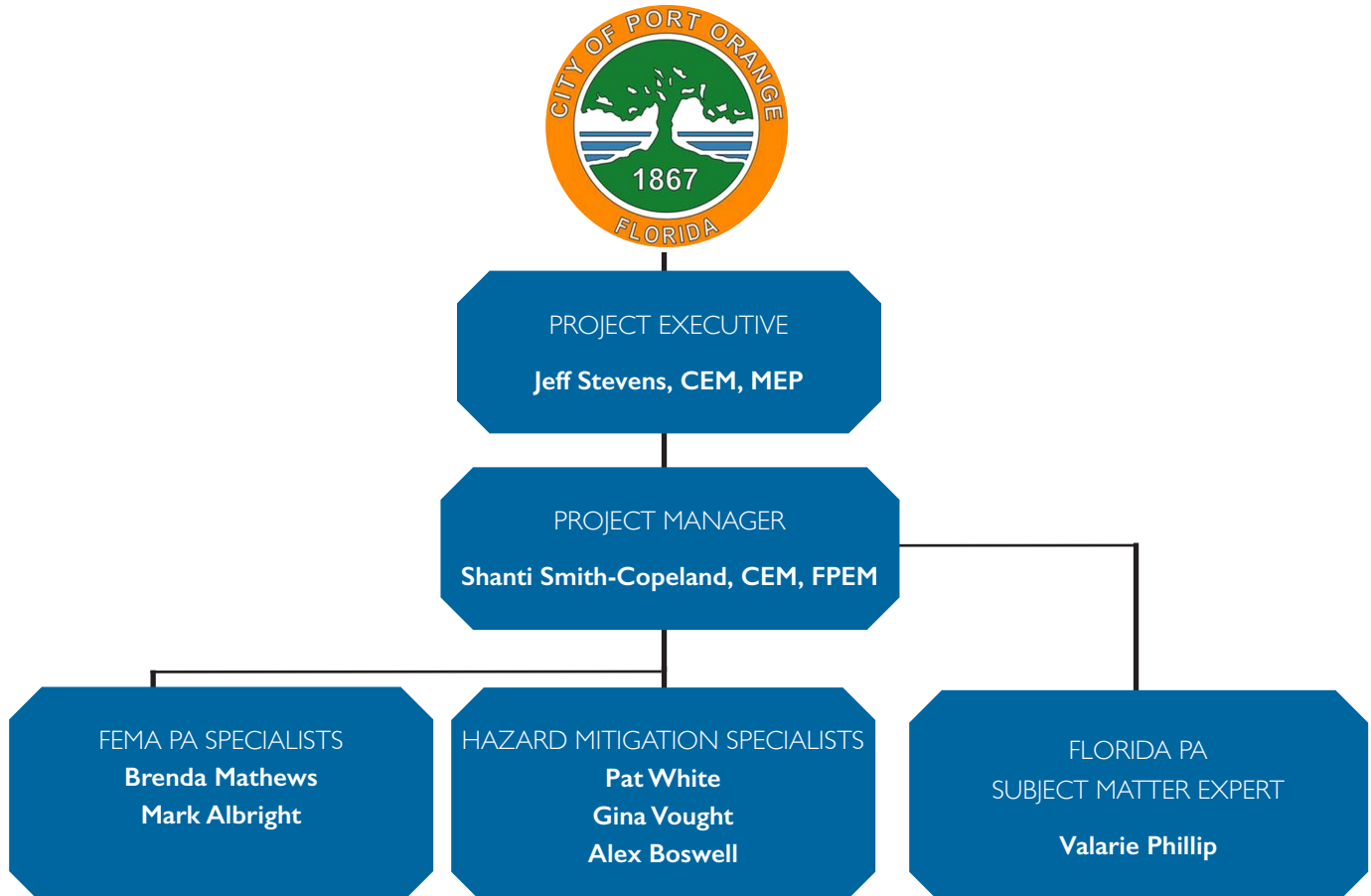
We are fully qualified and capable of supporting the City of Port Orange whenever a disaster or other major event impacts your community. Over the 20 years of our firm's existence, we have perfected the processes needed to successfully support and manage multiple and often simultaneous response and recovery initiatives for communities across the country. While we may be supporting several communities at once, our key personnel are committed to providing the City of Port Orange prompt and consistent communication, personalized plans, and full attention to detail to ensure a successful recovery program.

Please find our organizational chart and full resumes which includes all certifications, registrations, and licenses for the personnel assigned to this project on the following pages.

QUALIFICATIONS AND RELATED EXPERIENCE OF KEY STAFF

CONTINUED

Organization Chart





JEFF STEVENS, CEM, MEP

EXECUTIVE VICE PRESIDENT

Jeff Stevens serves as iParametrics' Executive Vice President. In this role, he works closely with our clients to improve their resilience and enhance their recovery efforts, Jeff is hands-on leader known for his dogged advocacy on behalf of the communities we serve. He constantly identifies opportunities to ensure that our clients are leveraging all possible avenues to enhance their preparedness or build back better after a disaster. Jeff has experience in higher education from his time at New York University and also in healthcare leadership from his time serving on the HINI pandemic team in Rhode Island. Jeff is a Certified Emergency Manager and FEMA Master Exercise Practitioner. He holds numerous Incident Management Team certifications and is also a volunteer firefighter. Jeff has 15 years of experience.

EDUCATION

- MA, International Relations, Salve Regina University
- BA, Administration of Justice, Salve Regina University

CERTIFICATIONS

- Certified Emergency Manager
- Master Exercise Practitioner
- FEMA Type III All-Hazard IMT

EXPERIENCE

- **Weld Hazard Mitigation Plan, Weld, Colorado.** Led the team that reviewed and updated the County's Hazard Mitigation Plan. iParametrics developed a suitability model on Esri ArcGIS Pro to identify areas of highest risk to Weld County. The model transformed the hazard-specific layers to a common hazard scale and weighted the hazard types relative to one another.
- **COVID-19 Pandemic Response, City of Lowell, Massachusetts.** Leads a team of disaster response specialists to assist the City with COVID-19 recovery, including applying for CARES Act funding reimbursements and planning for vaccine distribution.
- **Hurricane Michael Recovery, Town of Sneads, Florida.** Project Manager. Responsible for leading reviews of the Town's critical infrastructure, coordinating FEMA Public Assistance Grant responsibilities, and identifying CDBG-DR and EDA funding.
- **Metro Oregon Emergency Management, Portland, Oregon.** Leads a team that is providing emergency management services for the agency.
- **Crisis Management Plan and COVID-19 Pandemic Response, Mecklenburg County, North Carolina.** Leads a team assisting Mecklenburg County with documenting and applying for FEMA reimbursements related to the COVID-19 pandemic. Previously, Jeff and his team created a Crisis Management Plan for the County and provided training to almost 6,000 employees, both online and in person.
- **COVID-19 Pandemic Response, City of Providence, Rhode Island.** Leads a team providing comprehensive grant management and cost recovery services.
- **Unified Government of Kansas City-Wyandotte County, Kansas.** Provided project management for the Unified Government of Wyandotte County's American Rescue Plan Act funding, in addition to managing and writing multiple federal and state grant applications on behalf of the Unified Government.
- **New Jersey Central East Healthcare Coalition 5-Year Strategy, New Jersey.** Program Manager for the development of a 5-year strategy which was adopted by all regional healthcare facilities.





SHANTI SMITH-COPELAND, FPEM, CEM

PROJECT MANAGER

Shanti Smith-Copeland serves as the Director of Emergency Management for iParametrics. She is a decisive, results-oriented executive with 18 years of innovative crisis and emergency management leadership. These skills have been honed through positions including Deputy Bureau Chief of Preparedness for the State of Florida, as well as a local emergency manager.

Her experience includes Disaster Preparedness, Response, Recovery, and Grant Management Support on behalf of the State Emergency Response Team, as well as Florida Cities and Counties after Hurricanes Dennis, Katrina, Rita, Wilma, Hermine, Matthew, Irma, Michael, Dorian, and the COVID-19 pandemic. Additionally, her experience in 34 federally declared disasters across FEMA Regions 1, 2, 4, 6 and 7 from 2005-2020 has allowed her to provide operational support to field operations for Disaster Recovery, Debris Management, Mass Care Coordination, EOC Staffing of ICS Positions including Plans Chief, Logistics Chief and Liaison Officer as well as Incident Management Team support up to and including Type 3 Incident Commander.

EDUCATION

- Graduate Certificate, Emergency Management, Florida State University
- MS, Sports Administration, Florida State University
- BS, Marine Science, Jacksonville University

CERTIFICATIONS

- Cohort 7, FEMA National Emergency Management Executive Academy
- MPM, Masters Program Managers Certificate, AAPM
- CIPM, International Program Managers Certificate, AAPM
- Certified Emergency Manager (CEM)
- Florida Professional Emergency Manager
- GS 449, Incident Command Train-the-Trainer Certificate
- HSEEP Certified
- Continuity of Operations, Train the Trainer, FEMA

EXPERIENCE

- **Logistics and Resource Management Plan: Volusia County, FL.** Project Manager. Conducted a county-wide capabilities assessment and managed multiple planning meetings in support of the development of a County Logistics and Resource Management plan.
- **Preparedness Planning and Staff Augmentation: Clay County, FL.** Project Manager. Developed COOP for County Emergency Management, assisted with training and implementation of County Grants Management Team, and supported the EM Department with the management of preparedness and recovery grants during a staffing transition.
- **Rebuild Florida Voluntary Home Buy Out Grant Application, CDBG-CV, and other Grants Management/Staff Augmentation: Clay County, FL.** Project Manager. Responsible for managing the Grant Application process for the Florida CDBG-DR Voluntary Home Buy Out program and for recipient qualifications for Clay County.
- **Rebuild Florida Voluntary Home Buy Out Grant Application, HMPG Grant Applications: Bonita Springs, FL.** Project Manager. Supported the City of Bonita Springs through the CDBG-DR Grant Applications and recipient qualifications. Qualified 42 homeowners and the City received the full \$5 million grant award.
- **Florida State Emergency Response Team Support, COVID-19 Response.** Supporting Mass Care Coordinator for the first 90 days of activation for the COVID-19 response. Developed multiple models depicting the anticipated need for increase feeding across the state due to shut down induced unemployment. Developed guidance for post-disaster Non-Congregate Shelter in the COVID Environment. Delivered guidance for the management of an impact shelter in the COVID environment. Guidance for development of a Multi-Agency Shelter Transition Team (MAST) Shelter Support Team in the COVID Environment





BRENDA MATHEWS

FEMA PA SPECIALIST

EDUCATION

- University of Louisiana-Lafayette

CERTIFICATIONS

- Certified Paralegal
- FEMA Emergency Management Institute, Course E0381: Project Specialist

Brenda Matthews' experience with disaster recovery programs began in 2005 following Hurricane Katrina where she worked with a prime contractor for the State of Louisiana. Since then, Brenda has worked on FEMA Public Assistance grant programs, Community Development Block Grant Recovery projects, and Hazard Mitigation Grant Programs following Hurricanes Rita and Maria. In her most recent role, Brenda worked in Puerto Rico on Hurricane Maria recovery with the iParametrics / Fluor team under the FEMA PA contract to conduct site inspections, formulate DDDs and SOWs, formulate project descriptions using Grant Manager, and manage applicants requesting funding. She has strong experience in the grant application process and grant management.

EXPERIENCE

- **FEMA Public Assistance Technical Assistance Contract, Hurricane Maria.** Managed seven private, non-profit critical and non-critical applicants in the Health and Social Services sector. Analyzed eligibility of expenses based on applicant and facility usage.
- **FEMA Public Assistance Technical Assistance Contract, Hurricanes Katrina and Rita.** Analyzed costs by developing spreadsheet reports and verification of information. Researched procurement issues to ensure FEMA requirements were satisfied.
- **Hunt, Guillot and Associates.** Served as Grant Manager for a Hazard Mitigation Grant Program, monitoring all aspects of the program from application to closeout. Coordinated with homeowners, contractors, and local, state, and federal staff to effectively and efficiently secure and carryout individual mitigation projects.
- **Hunt, Guillot and Associates.** Reviewed and prepared projects for state monitoring and state/federal audits under the Community Development Block Grants and Hazard Mitigation Grant Program. Maintained, audited, and ensured projects complied with current federal and state requirements.
- **Shaw Group, State of Louisiana Prime Contractor, Hurricanes Katrina and Rita Emergency Response.** Audited and ensured all contractor files were accurate and in accordance with federal regulations. Monitored purchasing and procurement records. Gathered, maintained, and reported small business statistics to various government agencies.



MARK ALBRIGHT

FEMA PA SPECIALIST

Mark is a highly skilled, dedicated professional with a wide range of Public Assistance, Debris, STEP Pilot Program, and Government Contracting experience. Mark's background as a State of Florida General Contractor, cost estimator, code compliance inspector, structural house mover, layout carpenter, and debris removal volunteer affords him a wide understanding of the documentation requirements expected to properly complete claims.

EDUCATION

- BA, Building Construction, University of Florida

CERTIFICATIONS

- Active FEMA Public Trust Badge Security Clearance

EXPERIENCE

- **FEMA Public Assistance, Hurricane Michael, DR-4399, Town of Sneads, FL.** PA Technical Specialist. Provides Grants Management thru Florida PA. Development and implementation of repair contracts, Appeals, and HMGP, Local Match and CDBG-DR Local Match application administration.
- **FEMA Public Assistance, COVID-19 Recovery.** Leading a team in assisting Mecklenburg County, NC; Washington University, St. Louis, MO; Providence, RI; Somerville, MA; and Sparta, NJ with documenting and applying for FEMA reimbursements related to the COVID-19 pandemic.
- **FEMA Public Assistance, Hurricane Maria, DR-4339.** PA Technical Specialist. Writer representing multiple local government applicants. Contract through Redline Global as a remote
- **FEMA Public Assistance, USVI Grants Management Contract, Hurricane Irma and Maria, DR-4335/DR-4340.** PA Technical Specialist. Working in the US Virgin Islands to represent multiple local government applicants. Contract through Witt O'Briens in St. Thomas and St. John,
- **FEMA Public Assistance, Hurricane Harvey, DR-4332.** PA Technical Specialist. Worked as a Subject Matter Expert on Category B-G projects citywide. Contract through IEM in Houston.
- **FEMA Public Assistance, Hurricane Sandy, DR-4085.** PA Technical Specialist. Generated a thorough representation of HMGP 404 applications through coordination with NY DHSES as the STEP / Wastewater Subject Matter Expert and completed application eligibility evaluations. Contract through Adjusters International in New York.
- **FEMA Public Assistance FL State Grants Management Contract, Hurricane Maria, DR-4177.** PA Technical Specialist. Contract through DSI for multiple municipalities in Jackson County, Florida.
- **FEMA Public Assistance NY State Grants Management Contract, Hurricane Sandy, DR-4085.** Task Force Lead. Managed project writing teams and provided guidance on private non-profits, the Department of Education, and the implementation of the STEP Pilot Program – including performing State Grantee Reviews in EMMIE.





PAT WHITE, CFM

HAZARD MITIGATION SPECIALIST

Patricia White is a veteran of emergency management with over 18 years of experience. She worked most of her career in the Volusia County Emergency Management Office as their Local Mitigation Strategy Coordinator. She also worked on the county's grant administration and coordination for their Hazard Mitigation Assistance Program, and Flood Mitigation Assistance Program. After leaving the Volusia County Emergency Management Office, Patricia began working on various projects within the private sector including developing Hazard Mitigation Grant Applications and CDBG-DR grant development for a variety of entities.

EDUCATION

- BS, Organizational Management, Warner University

CERTIFICATIONS

- Certified Floodplain Manager

EXPERIENCE

- **Emergency Management, Volusia County.** Grants Specialist. Worked as the Local Mitigation Strategy Coordinator and was responsible for the annual and 5-year plan updates. Coordinated quarterly working group meetings. Administer Hazard Mitigation Assistance Program. Coordinated the county's HMGP awards with FDEM from 8 separate disasters totaling over \$40 million. Assisted in gathering information and answering technical question in the development of applications for the county and all eligible jurisdictions. Assisted in the development of the Flood Mitigation Assistance Program Applicants and administered numerous for elevation, acquisition, and demo-rebuild projects. Worked as the ESF 15 Liaison for Voluntary Agencies including Volunteer Florida and AmeriCorps Members. Worked during County EOC activations for 8 full activations and 64 total career activations.
- **Voluntary Home Buy Out Grant, Clay County.** Case Manager. Responsible for managing several case files for the Clay County Voluntary Home Buyout Program. Worked to perform income verification and duplication of benefits analysis for applicants within the program.



GINA VOUGHT

HAZARD MITIGATION SPECIALIST

Gina Vought is a professional with over 20 years of experience working in emergency services. She has served in a variety of different roles in her career include Incident Management Team member for the Florida Region 3 AHIMT to State Emergency Operation Center Support for the State of Illinois. She has also assisted with recovery programs including managing St. Johns County, Florida's first CDBG-DR grant award for Hermine-Matthew Recovery. In this role, she helped manage \$89 M in funding for a variety of projects including 8 Public Works Projects, 3 Utility Projects, 2 Multi-Family Housing Complexes, and a large-scale Individual Home Repair/Replacement projects. She also served as the County's Subject Matter Expert in all CDBG-DR program areas advising senior leadership of issues.

EDUCATION

- BA Management of Criminal Justice Agencies, Columbia College of Missouri

RELATED TRAINING

- HSEEP
- Finance Section Chief
- Planning Section Chief
- Advanced Professional Series

EXPERIENCE

- **Grant Administrator, St Johns County BOCC** Served as Grant Administrator for the County's first CDBG-DR grant award for Hermine-Matthew Recovery. Managed \$89M in funding and worked on a variety of projects including 8 public works projects, 3 utility projects, 2 multifamily housing complexes, and a large-scale individual Home Repair/Replacement project. She also served as a subject matter expert for CDBG_DR program areas for the County and a CDBG-DR Environmental Compliance Officer. She was also responsible for providing detailed and accurate reports to FDEO and HUD for the CDBG program.
- **Exercise Planning Team, Northeast Florida Regional Planning Council.** Assisted with the design and planning of Regional Health Care Coalition exercises. Evaluate exercise and assisted in preparation of After-Action Report.
- **Illinois State Emergency Operations Center Support, All Hands Consulting.** Contract under the Illinois Emergency Management Agency to coordinate COVID vaccination clinics that support Illinois Department of Health and local health departments statewide. SEOC Site Coordinator and vaccination site Liaison Officer. Site coordination for school, equity, and expanded vaccinations sites.
- **Incident Management Team, Emergency Response Educators and Consultants.** Contract under the Florida Division of Emergency Management to establish an Incident Command Structure and staffing (Tactical Branch) responsible for planning and delivery of COVID vaccinations in 14 Florida counties. Positions held in Planning and Operation sections – PSC, RESL, SITL, DOSC. Lead role in ensuring accurate documentation and accountability to support compliance and reporting to FDEM using relevant ICS forms and reports.



ALEX BOSWELL

HAZARD MITIGATION SPECIALIST

Alex Boswell serves as a Project Manager for iParametrics assisting clients with their grant management needs. Alex started her career in Emergency Management in the Florida Division of Emergency Management as a Project Manager for the Mitigation Bureau. In this role, she oversaw the Watershed Planning Initiative for the state. Alex has also served as the Chief of Staff for Florida's first Chief Resilience Officer. This role required that she meet with stakeholders to discuss climate change projects going on around the state. She has also worked at the Special Projects Coordinator for Florida's COVID-19 response working on everything from testing logistics to mass feedings across the state. In her most recent role, Alex worked as a Case Manager for the Clay County Voluntary Home Buyout program as well as the Rebuild Florida Hurricane Irma program.

EDUCATION

- MS, Forest Resources and Conservation, University of Florida
- BS, Forest Resources, emphasis in Wildlife, University of Georgia
- BA, Journalism, emphasis in Digital and Broadcast Journalism, University of Georgia

CERTIFICATIONS

- Florida Certified Contract Manager

EXPERIENCE

- **Construction Management, ReBuild Florida Hurricane Irma.** Construction Case Manager for Excel Contractors. Completed file management for the Rebuild Florida project. Ensured all files were accurate and complete for permitting and close out information. Worked with homeowners to ensure all questions were answered and made sure their homes were safe and secure for them to live in after construction. Reached out to homeowners weekly to discuss issues and resolved them with other team members.
- **Rebuild Florida Voluntary Home Buy Out Grant Application, CDBG-CV, and other Grants Management/Staff Augmentation: Clay County, FL., Case Manager.** Responsible for managing several case files for the Clay County Voluntary Home Buyout Program. Worked to perform income verification and duplication of benefits analysis for applicants within the program. Managed the Voluntary Home Buyout Budget for Clay County and ensured that all reports were completed for the program.
- **COVID-19, State of Florida Response, Special Projects Coordinator.** Worked with other partners to manage the flow of donations from various companies to different partner agencies including homeless shelters and feeding partners. Worked the logistics for COVID-19 test kits and managed how the test kits were distributed across the state of Florida. Wrote the state-wide plan for drive-through testing sites.
- **Florida Office of Resilience, State of Florida, Chief of Staff.** Arranged and participated in meetings regarding resilience projects occurring across the state with various governmental, private, and non-profit agencies from Florida and other states. Traveled alongside the Chief Resilience Officer to various locations across the state to learn about climate change projects happening at the local level.





VALARIE PHILLIP

FLORIDA FEMA PA SUBJECT MATTER EXPERT

Valarie Phillip is a Florida Public Assistance subject matter expert for. Valerie has over 20 years of extensive experience in disaster recovery and management, serving as a vital consultant to both governmental and private non-profit entities through the cycle of emergency preparedness, response, recovery, and mitigation. Valerie's accomplishments include overseeing FEMA Public Assistance projects exceeding \$780 million since 2017, managing COVID-19 recovery projects totaling approximately \$500 million, directing client projects valued at around \$125 million for Hurricane Irma recovery in Florida and Georgia, managing FEMA Disaster Debris Monitoring efforts worth more than \$35 million for Hurricane Irma, and securing over \$13 million in client task orders since April 2019.

EDUCATION

- Master of Civil Engineering, University of Florida

CERTIFICATIONS

- Registered Professional Engineer, Civil Engineering, Florida
- Registered Professional Engineer, Civil Engineering, Georgia
-

EXPERIENCE

- **GrantWorks Inc., Palm City, FL.** Vice President of Disaster Recovery Programs.
- **Witt O'Brien's LLC, Palm City, FL.** Associate managing director, Infrastructure. Performed as the management and operations lead for most FEMA PA recovery efforts in the continental US, working in 14 states within FEMA Regions II, III, IV, VI, VII, IX, and X.
- **Witt O'Brien's LLC, Palm City, FL.** Acting Practice Lead. Served as the acting practice lead for the Public Government Recovery space. Responsible for maintaining and expanding client revenue, staffing projects, and managing personnel time and expense.
- **Witt O'Brien's LLC, Palm City, FL.** Project Manager. Managed south Florida clients recovering from 2004-2005 Hurricanes Charley, Frances, Jeanne, Katrina, and Wilma, as well as 2016 Hurricane Matthew and 2017 Hurricane Irma.
- **Witt O'Brien's LLC, Palm City, FL.** Public Assistance Coordinator, FEMA PA. Lead public assistance coordinator for FDEM. Responsible for recovery efforts in Miami-Dade County, which included 218 municipal and private nonprofit organizations applying for more than \$560 million in federal funds related to Hurricanes Katrina and Wilma.
- **Technical Assistance Contractor (TAC) ATCS, PLC (FEMA sub to Flour), Florida.** Served as FEMA TAC from 2004-2006, under the Flour disaster cadre, performing various tasks to support disaster recovery in South Florida.
- **Structural Engineer, Wiss, Janney, Elstner Associates, Atlanta, GA.** Performed forensic investigations, structural analysis, repair design, construction period services, and litigation support for structural failures, construction defects, and natural disasters.



TAB D

APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICE



iParametrics



APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES

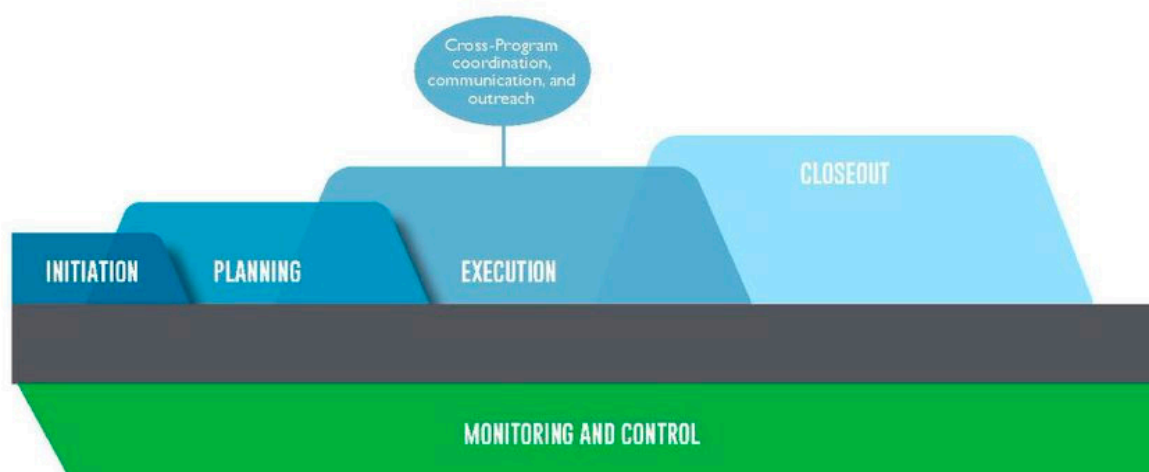
Management Approach

The iParametrics management approach incorporates proven processes from our team's decades of program and project management methodologies and procedures for managing contracts. Combined with our technology tools, like OneDrive, Microsoft Teams, and other project management software, we bring together industry best practices, expertise, flexibility, quality, and responsiveness to meet the City of Port Orange's needs.

Over the past 20 years, we have provided comprehensive services, participated in large government programs, and provided staff support in a number of professional disciplines. Our team members are currently engaged in a broad range of projects throughout the country. When operating at this scale of coverage on performance-based service contracts, our management efficiency, best-practices implementation, and cost savings are critical to successfully maintaining operations. We will assist the City of Port Orange to:

- Increase deliverable/service availability through rapid response and technology
- Realize cost savings based on operational efficiencies and experienced staff
- Minimize cost, time, and risk factors for safety and security services
- Enhance and broaden the City's experience with our team by coupling processes with technology

Our Project Manager, **Shanti Smith-Copeland, CEM, FPDM**, will administer the project according to standards developed and published under the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK) to provide the project team a structured set of tools, templates, and practices to enable successful and timely solution delivery. Our core Project Management processes and workflows that we will use to organize the project management activities and drive repeatable desired results are illustrated below:



APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED

Project Management and Coordination

We adhere to one central philosophy in task performance, “**plan the work and work the plan**”. To that end, if awarded the contract, our work begins before we even meet, at no cost to you. Our team will conduct research and outreach, as appropriate, to gather all the information needed to ensure the project is successful. This will include coordinating project logistics, gathering information for ensuring successful contract administration, and learning more about your needs. We do this to keep the initial project meeting as productive as possible.

KICKOFF MEETING

The first order of business in developing a comprehensive Project Management Plan for the City of Port Orange is to conduct a kick-off meeting with the City of Port Orange Steering Committee (comprised of executive leadership, consultant team leadership, and task managers), the City of Port Orange's Emergency Manager, and any other key stakeholders and / or key agencies. This meeting will confirm mutual expectations, align processes and initiate close coordination between iParametrics and the City of Port Orange representatives.

This meeting will review:

- Current response and recovery operations
- Current and future unmet response and recovery needs
- Strategies for project implementation
- Ongoing support for current processes
- Timeline for overall project goals (as appropriate)
- Ongoing communications strategies (high-level and tactical, as appropriate)

Following the kick-off meeting, iParametrics will conduct bi-weekly conference calls with the City of Port Orange's Emergency Manager to review progress, identify and resolve any issues, and answer all questions. iParametrics will also provide a monthly written status reports detailing progress on deliverables, task order budget status and any unresolved concerns.

Additionally, after the kickoff meeting, we will establish specific project milestones, a defined reporting process, and continuous monitoring to ensure we remain on schedule and meet the technical and quality milestones of the project. By keeping you informed and involved, we ensure timeliness of all deliverables and streamline the process for your reviews and approvals. You are an integral part of the process, which reduces surprises when it comes to in-progress reviews and draft documents and allows us to rapidly move from one phase

APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED

to the next. The goal is to gain a firm understanding of how we can effectively integrate into your existing structures and response/recovery efforts. We not only support but also further enhance existing capabilities. At your discretion the aforementioned tasks can be performed in a virtual environment without sacrificing the quality of service.

Quality

We foster a culture of continuous improvement through our quality program and the regular analysis and reporting of performance measurement data to improve processes, procedures, and client services. For most programs, iParametrics puts in place a customized and formal Quality Assurance Plan which is designed and developed to identify and prevent deficiencies, to document quality activities conducted and corrective actions taken, and to maximize contract productivity and worker performance. This plan includes Key Performance Indicators (KPIs) that help us measure performance.

The plan is based on the principles of ISO 9001 and on the tenet that we are assigned responsibility for quality control and conformance to the criteria of the quality performance requirements through objective evidence. The plan incorporates documented QC activities, verification of quality standards, identification of substandard performance, and resulting management and staff corrective actions sufficient to meet or exceed all requirements of the contract.

Our Quality Audits are typically performed by a Principal of the firm and include a visual and technical audit of all service elements in accordance with the surveillance criteria developed for this engagement.

Understanding the Project

As a firm with over 20 years of experience, we are excited to bring our experience to the City of Port Orange. With this experience comes our proven approach. We recognize that the City of Port Orange is looking for a consultant to support the City in multiple categories of recovery. While we have addressed our experience and proposed approach with each of these specific scope items in the following pages, we wanted to begin with explaining our standard approach when beginning projects of this kind. Although we maintain certain project protocols, our final approach and plan of action is **always** personalized to meet the unique needs of our clients.

The iParametrics team believes that collaboration and transparency are key to supporting our clients, especially when it comes to billing. Therefore, when crafting each Task Order, we work collaboratively with our City partners to develop a descriptive budget, achievable deliverables, and overall requests to ensure on-time and within budget delivery. We know that the nature

APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED

of disaster recovery programs can run the gambit of need, and some communities need more support than others. Therefore, we take the approach that the level of engagement is highly dependent and tailored to the needs of our clients.

Overall, the iParametrics team has significant experience working in disaster recovery for several types of declared natural events (public health emergencies, tornadoes, severe winter storms/blizzards, tropical storms/hurricanes, and others) in addition to preparing and supporting EOCs during planned community events, providing training to community leaders to prepare and become more resilient in the face of an emergency event, and assisting in the identification, application, and management of a variety of funding opportunities to support projects related to recovery and resilience.

We have all the necessary personnel, processes, and experience to ensure the City of Port Orange is prepared for any disaster-related event, and receives an effective, holistic, and inclusive recovery response.

Our team is ready to begin this project upon award. We are committed to starting as soon as the City is ready and will not finish working until the full assignment is complete. The staff listed within this proposal are fully committed to supporting the City of Port Orange in your all-hazards disaster recovery planning, consulting, and response support. While the iParametrics team has extensive experience in this line of work, it is impossible to truly know the amount of time and hours needed to complete a project of this nature until we sit down and talk with City leadership and stakeholders. This is how we approach all of our projects. We will maintain clear and consistent communication with the City of Port Orange throughout the duration of the project, so you know exactly who is doing what and the amount of time each person is spending on the assignment. **At no time will there be any surprises, and we will only charge for the hours in which we perform service.**

The iParametrics team approaches all of our projects from multiple, balanced perspectives.

- » **Technical Perspective.** iParametrics stays abreast of the latest state and federal guidelines to support modern concepts in emergency management to ensure that work products reflect the latest industry best practices. This allows us to align with interagency efforts to integrate better with existing stakeholders.
- » **Financial Perspective.** iParametrics always ensures the most effective yet efficient methodologies are implemented to maximize the client's financial resources. This means that client costs are minimized wherever feasible, while cost recovery using a wide variety of sources is maximized to provide the optimal return on the client's

APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED

investment with us.

- » **Stakeholder Perspective.** While many contractors focus on the technical and financial, we pride ourselves on understanding that most of our clients themselves have stakeholder and customers they serve. In executing this project, we work hard to understand not only your primary interagency stakeholders but also your customer base (taxpayers, residents) to deliver the best possible products that serve your clients. We work for you as well as your stakeholders.
- » **People Perspective.** We also strive to understand the challenges and opportunities that confront your staff in the critical roles managing this contract and will work hard to ensure their satisfaction with our work. We truly become an extension of your team rather than a contractor co-existing in the same workspace. We ensure our work, as well as the end-result product, will mesh with your culture, processes, goals, objectives, and strategies.

The iParametrics team builds lasting relationships and becomes a trusted resource for your team, not just a contractor that pops in and out for the duration of the project.

Team's Approach/Methodology

PROGRAM MANAGEMENT TOOLS / SOFTWARE

iParametrics has a wide range of tools we use to make sure our clients reach their end goal. This includes the use of Microsoft Teams. We use Microsoft Teams to create a digital workspace that allows us to communicate and connect with the City. Further, our information management systems, services, and processes are second to none. We have procured and maintained these systems which will be used extensively to support the City of Port Orange and our field personnel to achieve the objectives efficiently and effectively.

All information processing systems ensure a high level of accountability and audit-friendly structures to serve our public clients whose taxpayers and stakeholders demand such transparency. They will also serve to minimize errors and ensure maximum cost recovery is achieved.

iParametrics has built a team that can support all City operations, from preparation to response and recovery, ensuring that the City's stakeholders are well-served. We have brought together a team of professionals with emergency management, public health, and disaster recovery experience in federal, state, City, and municipal agencies in diverse disciplines to support the City of Port Orange.

APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED

iParametrics' core management philosophy will guide our approach. Our project management processes are effective because we have continuously improved them through contract performance, incorporating continually evolving industry best practices, and the use of proven technologies.

INDUSTRY BEST PRACTICES

Throughout our 20-year history, we have not only supported some of the most challenging events, but we have also guided the responsible jurisdictions successfully through the complex response and recovery processes. Federal, state, local, higher education, and other public and private sector entities have repeatedly looked to us for our innovative approaches and leadership in solving some of the most complex problems.

We know recovery because we've been at the forefront of its evolution. Recently, changes in the PA TAC IV Contract required a new approach to training, so iParametrics worked closely with the Fluor Corporation to design and deliver a Learning Management System and online learning model for Program Delivery Managers (PDMG). This approach has been highly regarded by PA TAC staff, with a 96+% approval rating, as measured by trainee evaluations.

Finally, we maintain deep and broad relationships across states and the federal government. If a client needs an answer or clarification on best practices, we can leverage personal contacts to get that information. Additionally, we are regularly engaged with many professional organizations, including IAEM, NEMA, and state emergency management organizations, to learn what is new in the world of emergency management and share our expertise.

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Using our identified best practices reduces scrutiny of proprietary, inefficient, or ineffective processes.

ORGANIZATIONAL APPROACH TO RECOVERY

Our organizational approach ensures that the operations we undertake will proceed in a systematic, orderly, and sustainable way to best serve the City in a timely and fiscally responsible manner. It establishes a clear chain of command leading directly to iParametrics' designated Project Manager, Shanti Smith-Copeland, and Project Executive, Jeff Stevens.

As a guiding principle, we provide resources and tools that allow your existing teams to build their capacity and become empowered with the knowledge and capabilities to perform in even the most challenging circumstances. When your community succeeds, we succeed.

Our operational structure is designed to:

- Integrate into the City's organizational structure
- Remain compliant with state and federal requirements and standards
- Accommodate the varying needs of each emergency and subsequent activities

TAB D

APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES

CONTINUED

- Labor documentation, i.e., overtime records
- Mutual Aid agreements
- pay policies, benefit documentation
- Donated resource records
- Equipment
- Cost estimates
- Timesheets
- Receipts
- Rental equipment
- Invoices
- Supplies/materials
- Purchase Orders
- Contracts
- Provide capabilities that enhance the City's needs
- Allow us to work virtually or physically in support of the City, as needed

When engaged in any complex disaster recovery effort, we use our Core Project Management approach to ensure that we are flexible as priorities change. Throughout our firm's history, this approach has delivered proven results. Programmatically, we have developed the following approach to ensure success:

- Senior leadership will receive expert and holistic advice on how to develop and implement an organization-wide recovery strategy
- City residents can receive support on an individual level through various programs such as FEMA IA and DOL Unemployment Assistance, if applicable
- You will be supported through staff augmentation, expert consulting, and innovative solutions that maximize the potential for funding under FEMA's PA Programs, while reducing the risk for potential deobligation
- All federal avenues of funding are pursued including HUD CDBG, USDA Disaster Assistance, CARES Act allocations, and American Rescue Plan

We achieve these goals through the following project phases: **Project Kickoff, Identification, Education, Operations, Closeout, and Improvement Planning**. Each phase is described below and touches on the unique aspects of that phase. The phases are not designed to be hard transitions, but rather they allow the project to effectively flow toward the end goals. Deliverables are presented for each phase as potential outcomes that we feel could benefit the overall recovery effort.

PROJECT KICKOFF PHASE

While our team knows the disaster recovery efforts through our relationships across Florida, we wanted to present our standard phased approach in response to the RFP to reinforce how we approach projects. If selected by the City, we would still have a project kickoff, but then likely move forward to continue operations.

APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES

CONTINUED

DELIVERABLES FOR PROJECT KICKOFF PHASE

- Initial Project Meeting Agenda and Notes
- Action Items for Project Kickoff

DELIVERABLES FOR IDENTIFICATION PHASE

- Strategic and Operational Gaps and Strategies Report
- Recovery Staffing Plan
- Identification of the Essential Elements of Information for Reporting

We adhere to one central philosophy in task performance, “**plan the work and work the plan**”. To that end, if awarded the contract, our work begins before we even meet at no cost to you. Our team will conduct research and outreach, as appropriate, to gather all the information needed to ensure the project is successful. This will include coordinating project logistics, gathering information for ensuring successful contract administration and learning more about your community and the impacts of the events on your community. We do this to keep the initial project meeting as productive as possible. As this is carried out, our initial team is assembled and we will conduct a kickoff meeting with your team to officially start the engagement. This meeting will allow us to fully understand your current situation, including challenges and needs, and align our mutual expectations under this engagement. This is important because it will allow us to use an approach that integrates with your current processes and industry best practices.

After the kickoff meeting, we will establish specific project milestones, a defined reporting process, and continuous monitoring to ensure we remain on schedule, meeting the technical and quality milestones of the project. By keeping you informed and involved, we ensure timeliness of all deliverables and streamline the process for your reviews and approvals. You are an integral part of the process. This will reduce surprises when it comes to in-progress reviews and draft documents. This allows us to rapidly move from one phase to the next.

This meeting will review:

- Current response and recovery operations
- Current and future unmet response and recovery needs
- Strategies for project implementation
- Ongoing support for current processes
- Timeline for overall project goals (as appropriate)
- Ongoing communications strategies (high-level and tactical, as appropriate)

The goal is to gain a firm understanding of how we can effectively integrate into your existing structures and response/recovery efforts. We do not only support but also further enhance existing capabilities. At your discretion, all of the above tasks can be performed in a virtual environment without sacrificing the quality of service.

IDENTIFICATION PHASE

The identification phase is about the identification of three major items:

- Gaps and strategies
- Team members
- Information

APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED

Upon contract award we will deploy to the City. We can provide a focused strategic session for key leaders from the City and experts from the iParametrics team. This session will help identify **strategic and operational gaps** and create effective strategies for addressing those needs. This upfront session will act as an enhancement kickoff meeting, allowing our team to quickly come up to speed on major issues and select the right team members to support the City. When it comes to **team member identification**, we carefully select the best personnel for the engagement to achieve the best possible results.

Finally, the **identification and establishment of Essential Elements of Information (EEIs)** are crucial to our effective tracking and reporting on the success of recovery efforts. It will be critical to identify these elements upfront so our team can develop and complete the necessary reports to ensure transparency and measurement of results.

EDUCATION PHASE

The education track will be broken into two tracks. First, the internal track will involve educating iParametrics team members who are deploying, virtually or in person, about the current operations, needs, and challenges that the City is experiencing. Collectively, our team has been involved in disaster recovery since 1992, so we understand the importance of this upfront educational in-brief.

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It allows our team members to better understand the situation and come armed with solutions to address the most pressing challenges.

The second phase is about education of our client. We recognize that the City may be largely familiar with the FEMA PA Process from previous disasters, so we will work with City staff to identify gaps and figure out how we can best assist. We will also ensure the City is updated with recent changes to the PA process and will keep them informed as they evolve over the contract term. We feel that client education is critical so we can work jointly to anticipate needs and provide a better context for the questions we are asking.

iParametrics also maintains a robust Learning Management System (LMS) that teaches about key aspects of the FEMA PA Process. We make this training available to our clients and their staff at no cost. More information about the iParametrics LMS is included later within this section of the proposal.

OPERATIONS PHASE

Our approach to recovery begins with our staff. From senior leadership to the “boots on the ground”, our team is a group of experienced problem-solvers ready to navigate any operational issue that arises, from eligibility, to special considerations. Collectively, our team has worked on more than 100 presidentially declared disasters, supporting hundreds of billions of dollars of recovery funding. Further, in addition to our recovery experience, many of our team

DELIVERABLES FOR EDUCATION PHASE

- Educational session for key department leaders on recovery efforts.

APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED



members are former public safety, healthcare, public health, and emergency management leaders.

No matter the recovery program, our experienced team can help navigate the City through the issues and drive effective results.

We are prepared to support the City in person or virtually, depending on the needs of the City's recovery efforts and the ability to provide a safe working environment for our overall team. Traditionally, in-person service delivery is the best model, as you can look key stakeholders in the eye, read body language, and directly work issues.

We are already successfully implementing virtual support for our clients throughout the country. Through a mix of video teleconferencing (Microsoft Teams, Zoom) and file-sharing platforms (Dropbox, OneDrive, SharePoint), our team has seamlessly provided support to our clients. We can and will continue to operate in this manner to serve the City if necessary.

Operationally, we can support any recovery program used by the City. Our core processes and procedures help drive effective results. Our experience will help us look around the corner and address issues before they become a concern. The following sections describe our understanding of the core programs to be used during this recovery effort.

Eligibility Assurance

For each project, iParameters carefully follows each stage within the FEMA Public Assistance Eligibility Pyramid, shown in the figure on the following page, and presented in the *Public Assistance Program and Policy Guide*. By following this iterative process, iParameters ensures each project's eligibility before project development, saving precious time and money. In addition to following the eligibility pyramid, iParameters will work closely with FEMA and FDEM to guarantee that the damages identified are actually related to the specific disaster event and all parties agree. In Public Assistance, it is up to the sub-applicant to prove the disaster-related damage, which is the greatest area of in-eligibility determination. iParameters will go above and beyond to prove the disaster-related damage via photographs, architect/engineer reports, inspection reports, and or analysis. Eligibility assurances will be guided by 44 CFR 206.223 and 2 CDR 200 subpart 3.

Overall, the iParameters approach regarding eligibility is threefold;

1. iParameters will follow the FEMA Eligibility Pyramid
2. iParameters will develop and maintain a close working relationship with FEMA and FDEM to obtain buy-in and build collaboration



Eligibility Pyramid from FEMA PA Eligibility

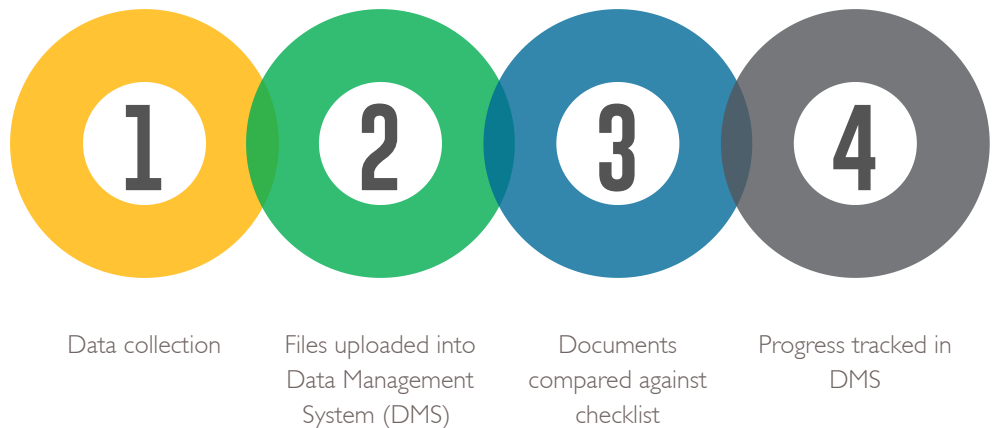
APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED

3. iParametrics will follow applicable federal and state laws to ensure the eligibility of all projects

Effective Filing & Tracking of Eligibility Costs

Through our extensive work in disaster recovery, we are accustomed to filing and tracking eligible costs for all PA projects as part of our standard operations in our data management system. Our approach includes tracking all eligible costs listed below but not limited to:

Throughout the course of the project approach, our team members gather any disaster-related documentation as part of the data-collection phase for each project. Once collected, we upload each document into its individual, customized folder where a skilled team member reviews the contents of the file against a detailed checklist. The checklist details all items needed to write and close out the project. At the completion of the checklist, the project is ready to be written, and the City of Port Orange will have all of the documentation needed to support its claimed costs. The City will then be able to track each project as it is developed once populated in our system, from the collection of documentation through the submission of eligible costs.



Working Closely with Requisite Agencies, FEMA, and the State of Florida

iParametrics strongly believes in working directly with our partners to gain trust and establish a culture of collaboration. Our experience in disaster recovery fuels our belief that neither a single person nor a single entity can successfully lead the recovery from a natural disaster alone, which is why it is paramount to build partnerships and work together as one. iParametrics will actively work with FEMA, FDEM, and all other required agencies to ensure a successful recovery. We will assist the City of Port Orange in all meetings, exploratory calls, and inquiries by all agencies designated by the City.

iParametrics proposes holding weekly meetings/conference calls to discuss progress to-date and the best path forward. These weekly encounters will include key the City of Port Orange

APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED

officers, iParametrics key team members, and project stakeholders, and will be facilitated by iParametrics' Project Manager. Discussions during the weekly meetings and the development of accurate project status information will help our team and the City of Port Orange staff monitor the submission of any documentation, appeals, completion of work, and other PA related information before any FEMA and State deadlines. The Project Manager and PA project staff will establish open and active lines of communications with their FEMA, State, and requisite agency counterparts to identify potential issues and develop resolutions. Active engagement between these desperate agencies will lead to more certainty and expedience in reimbursements.

FEMA Public Assistance

We can assist the City with all manner of FEMA PA support. Our team of experts has responded to hundreds of disasters for our clients. We are adept at the following:

- Developing and implementing a process/system to efficiently submit federal grant applications, identifying eligible projects, project cost accounting, preparing cost reports, reconciling invoices, and closing out projects.
- Attending meetings with the state and FEMA representatives and FEMA workshops to address eligibility and process issues.
- Providing extensive knowledge, experience, and technical competence in dealing with federal regulations, specifically including the Stafford Act, Post Katrina Emergency Management Reform Act, and the Sandy Recovery Improvement Act.
- Proactively identifying and resolving issues that may arise related to the funding of work completed or to be completed.
- Providing knowledge of federal guidelines, local and state laws, regulations, and executive orders, regarding disaster recovery efforts.
- Guiding stakeholders in recovery reimbursement and reporting processes via public assistance seminars and meetings (including guidance on the repair/replacement of the loss of critical infrastructure)
- Providing oversight of contractor billing to ensure all eligible costs are captured and submitted.
- Evaluating purchasing policies to ensure compliance for reimbursement.
- Providing technical assistance, as requested. Technical assistance may involve engineering and architectural support, permitting and other types of assistance.
- Developing IT solutions to support management and implementation of disaster recovery programs (e.g. MS teams and project management software).
- Obtaining, analyzing, and gathering field documentation, including relevant records to extract

APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED



Highlighted iP Experience: We have supported clients across the nation in managing billions of dollars in FEMA PA recovery funding.

pertinent information necessary for submittal including procurements (goods and services), timesheets, and force account labor and equipment eligible expenses.

- Reviewing all data and supporting documentation at regular intervals for clarity and completeness, as well as consistency and accuracy.
- Reconciling project spending data to ensure actual project costs are accurately documented.
- Evaluating and assisting in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets. This involves expertise in cost estimating, developing detailed damage descriptions and dimensions (DDD), and a project's SOW.
- Assisting in the development of hazard mitigation strategies and proposals under Section 406 of the Stafford Act.
- Evaluating alternate and/or improved projects.
- Reviewing Project Worksheets to determine final eligible costs and third-party refunds and reimbursements.
- Reconciling eligible costs and preparing Project Worksheet versions, as necessary.
- Evaluating and addressing insurance and other special considerations.
- Preparing first and second appeals, as requested.

Our team members are trailblazers in implementing the new FEMA PA process, federal pilot programs, and shaping state and federal PA policies and guidance. We have supported FEMA Mission Planning Operations, which charted the direction of federal disaster recovery, since 2010. Understanding the complex nature of PA grants, our team will work hand-in-hand with the City to work through this process.

Damage Assessments

The damage assessment is a critical component to development of the Project Worksheet and results in successful project funding with FEMA. The purpose of the damage assessment is to observe and quantify damage and confirm it as a result of the specific disaster event. iParametrics professionals will work with the client, state and federal entities to develop damage assessments and coordinate these with state and federal partners as quickly as possible following the disaster.

The damage assessment must be accurate. The assessment is used to determine the total claimable cost for the recovery process. It is paramount that all damages are documented from the beginning of the process. Documentation includes photos (before and after), maintenance records, drawings, blueprints etc.. This work includes supporting site visits, drone flyovers, data analytics, cost estimating, and engineering support to assess the damages. To ensure compliance, the iParametrics team follows FEMA's Damage Assessment Operations Manual.

APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED

To support damage assessments, the iParametrics team will:

- Coordinate with FEMA and the State to schedule a kickoff meeting
- Develop the best approach for identifying structures and work with FEMA, State, and the community to identify areas of interest and best available data
- Assemble parcel data to support daily inspections for the field team
- Schedule and deploy field teams to begin inspections

Cost Estimating/Scope of Work Development

KEY ELEMENTS IN COST ESTIMATING

- A detailed understanding of pre-disaster conditions
- A well-defined scope of damage sustained and an understanding of its eligibility (what we are trying to estimate and its eligibility under FEMA Public Assistance)
- A cost element structure (how we organize the information and its eligibility for reimbursement)
- Cost data development (including specific factors such as unit price sources, cost indices, and local costs for plan checks, building permits, and/or special reviews)
- Historical cost data (historical data and/or “experience” of knowledgeable people)

Once a project has been identified, the next step is to develop a scope of work and cost estimate, where necessary. The purpose of a cost estimate is to formally forecast costs prepared based on a detailed analysis of materials and labor for all items of work. The cost estimate requires calculation, analysis, planning, and control. Accurate cost estimates are based on a clear definition of the damages sustained, the estimating technique employed, and the skill of the estimator/team.

Our process starts with a complete technical and programmatic description of the pre-disaster conditions and damages sustained to the impacted infrastructure or system, with sufficient detail and justification to ensure that there is no ambiguity among the many elements that are eligible for federal reimbursement. This is followed by the development of a detailed WBS to group cost elements. The WBS provides the framework for planning and controlling the resources needed to perform the technical objectives of the project, provides a definition of each cost element within the structure, and provides a structure for all of the phases within the design and construction cycle.

The purpose of organizing costs into groups is to determine which cost elements are used to perform the activity and which support the work. This becomes important when we formulate the base estimate (Part A), where we are able to help the City capture many of the costs (supervision, overhead, inspection elements, etc.) associated with the Project Worksheet.

As our team members have produced thousands of disaster cost estimates in support of federal funding, our experience will ensure that the estimates developed will meet all of the requirements of FEMA and capture all of the financial elements the City is eligible to receive under federal, state, and local disaster programs.

Additionally, our team has many FEMA-certified Cost Estimating Format trainers, meaning we can train City staff in FEMA's processes and techniques to save money and increase efficiency.

APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED



We have been training FEMA staff on these processes since 2007. Additionally, iParametrics is the online training provider for the Association of the Advancement of Cost Engineering.

Compliance with FEMA Management Costs

iParametrics will ensure the following when working with the City of Port Orange:

- We will collaborate with the City and FEMA to recoup the 5% Management Cost
- Accurately and properly track Management Cost in compliance with FEMA guidelines in our project management system
- Work with the City to ensure labor and associated tasks are properly recorded
- Begin tracking activities related to Management Cost the day of contract award to ensure reimbursement approval of grant consultant services

Ensuring Proper Project Worksheet Preparation and Submission

The most important deliverables for this engagement are Project Worksheets. Under the FEMA PA Program, Project Worksheets are used to document damages, the scope of work, and eligible costs, which can include force account labor; force account equipment, force account materials, disaster-related contracts, mutual aid agreements, insurance policies, pay policies, and invoices/ canceled checks. Project Worksheets will provide the framework for both emergency work (Categories A and B) and permanent work (Categories C-G). Different FEMA regulations may apply to various categories.

Our on-site team will include specialists and technical liaisons familiar with the nuances associated with each category of work. iParametrics will assist the City of Port Orange in the development of project worksheets. We will also assist in the collection of data which includes but is not limited to:

- | | |
|-----------------------|----------------------|
| • Timesheets | • Receipts |
| • Force account labor | • Purchase orders |
| • Equipment | • Photos |
| • Materials | • Inspection reports |
| • Invoices | |

As the projects continually develop, iParametrics will assist the City in submitting each project into the FEMA Grants Portal.

Working with Grants Portal

The Public Assistance Delivery Model requires the use of an online document management system called Grants Portal. We are intimately familiar with this program and have even supported the training of FEMA local-hire staff on this portal during multiple disasters. This



Highlighted iP Experience: We have submitted over \$3.5 million to date in Project Worksheets for Aspire Health in Orlando, Florida as part of their COVID-19 recovery.

APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED



portal is intended to house all of the City's documentation to ensure that all the necessary documentation is available when it comes time to fund Project Worksheets.

Grants Portal also serves as the main communication hub between FEMA and the City. It is imperative that Grants Portal is checked regularly, as requests for information are solicited through this portal. If a timely response is not generated, the City runs the risk of potential deobligations. We will monitor Grants Portal daily to see if more information is needed.

Additionally, we will work with the City to keep backup copies of all documentation uploaded to FEMA Grants Portal for disaster record file retention and audits per 2 CFR 200.334.

We will ensure that no critical documentation is lost through strict project control measures.

Assisting with Project Worksheet Claims

iParametrics will provide assistance and oversight to any the City of Port Orange departments having difficulty with project worksheet claims or the claiming process. As necessary, our team will assign a dedicated project specialist to that specific department to ensure all obstacles are removed and project worksheets are processed promptly. In essence, the Project Manager and project staff will make sure that each applicable item listed on the FEMA "Support Claim Cost" checklist is captured on the project worksheet to maximize reimbursements and to minimize project denial and de-obligation.

2 CFR Part 200

As part of the pandemic response, the requirements of 2 CFR Part 200 were relaxed temporarily due to exigent and emergency circumstances. However, that does not give carte blanche for any expenditure made during this event. Procurement, costs, and the situation surrounding the acquisition will be scrutinized by FEMA and the OIG. Therefore, it is even more crucial that proactive outreach be conducted with the City so you understand the rules and requirements necessary for reimbursement.

We have worked closely with FEMA's Procurement Disaster Assistance Teams (PDAT) in the past and will bring best practices forth to help the City. Our goal is to educate our clients about the provisions of 2 CFR Part 200 so that they can adopt best practices, especially as this pandemic changes phases from response to full recovery.

Section 404 and 406 Identification and Secure Funding Documentation

The best time to identify hazard mitigation opportunities is during site visits and/or before construction begins. It is imperative that the City of Port Orange visit damaged sites together with the iParametrics team, the State, and FEMA, when possible. Once on-site, the damages and the mitigation opportunities that exist can be assessed in real-time. At that point, capturing

APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED

photos and measurements, along with any documented damages, is paramount to demonstrate that the damage occurred as a result of the specific disaster event.

Once construction is complete, the opportunity to mitigate is lost; therefore, before construction begins, iParametrics will provide an experienced hazard mitigation specialist knowledgeable in both 404 and 406 mitigations to identify what can be done to each specific building/structure to ensure it is rebuilt with resilience in mind.

FEMA has the authority to provide PA funding for cost-effective hazard mitigation measures for facilities damaged by the specific disaster incident. FEMA also provides hazard mitigation under its Hazard Mitigation Assistance (HMA) programs, which is administered by FEMA Federal Insurance and Mitigation Administration. iParametrics project staff are knowledgeable and experienced in the eligibility criteria, procedures, timelines and conducting benefit-cost analysis (BCA) for the implementation of the hazard mitigation measures funded under HMA programs and the hazard mitigation measures funded under the PA Program. We will identify mitigation measures that are cost-effective and beneficial to enhance facilities in a manner that minimizes future damages. Lastly, our team will also seek mitigation opportunities through the Flood Mitigation Assistance program (FMA) along with the Pre-Disaster Mitigation Program (PDM).

Determining Unidentified and Non-Submitted Eligible Damages for Reimbursement

iParametrics will take a two-step approach:

1. iParametrics will ensure we capture all damage, especially hidden damage, which must be “identified during the performance of eligible work” as project work (construction) is being completed. Our team will immediately contact the State in writing to augment the scope of work to ensure all damages are captured.
2. Our team will make sure that every item on the Damage Inventory (DI) is captured. This will include periodic reviews of the DI list and comparing it with the projects listed in Grants Portal. The iParametrics team will communicate both verbally and in writing with each the City of Port Orange department to make sure that all damages are captured, and that a corresponding project is written on their behalf.

Appeals and Arbitration

Our goal is to provide an efficient and productive PA process for the City of Port Orange. iParametrics is well versed in preparing for and responding to appeals as part of this process. Once FEMA identifies an issue, our team will employ our resources, including our knowledge of regional and FEMA headquarters interpretation of the issue, and how similar issues were handled in the past to establish precedence. Concurrently, iParametrics will work with the City of Port Orange to make sure that we have all of the required documentation to support your

APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED



Highlighted iP Experience: We successfully identified an additional \$2 million of eligible damages for the Town of Sneads following Hurricane Michael.

claims (i.e., pictures (before and after), storm-related damage proof, etc.), and use statutory and regulatory guidance to shore up our position. We will ensure we respond to all appeals in a timely manner so that the State has a chance to concur and send its recommendation to the regional office for the first appeal. If we are not successful on that level, we will escalate our appeal to FEMA headquarters for our second level appeal.

Working with Section 324 Management Costs

FEMA allows both state and local applicants to claim funding to offset the cost to manage PA grants. The City can claim up to 5% of its disaster costs after insurance reductions. However, FEMA does not just give this money automatically, it must be substantiated and expended to ensure cost recovery.

We track our costs very effectively using a proprietary Microsoft Excel workbook. Using our expert knowledge, we developed this system using the trusted Microsoft Office platform. This tracking program maintains client transparency, ensures grant compliance, and allows multiple users from different organizations to track their costs effectively.

We based our approach off FEMA's February 2019 Public Assistance Management Costs Standard Operating Procedures Manual. This ensures effective compliance with FEMA's rules and regulations surrounding Section 324 costs.

Financial and Grant Administration Risks Management

There are substantial risks associated with the federal grant management process that can result in the loss of all or a significant portion of the grant funding. It is imperative that the City assess the risk and establish an effective grant management process.

An effective grant management process includes strategies, policies, procedures, and internal controls that effectively guide the process from proposal solicitation and contract award, through contract monitoring and documentation that evidence disaster-related work was performed effectively and efficiently without fraud, waste, or abuse and ending with the closeout process that provides this evidence to federal funders.

During our engagement, we will assess the risk associated with the current City environment and work with the appropriate agencies to develop and implement mitigating elements to ensure the City receives full reimbursement of all eligible costs under grants.

We will use an accepted risk model to identify current risks and to prioritize these risks. Our approach is based on the Committee of Sponsoring Organizations of the Treadway Commission (COSO) model. This methodology includes evaluating controls from the operational, financial, and compliance perspective and includes analysis of selected functions such as monitoring, control activities, risk assessment, and others.

APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED

A key to successful use of this model will be an in-depth understanding of what drives the organization. We have successfully used this analytical approach with other agencies, and we are confident the COSO model will produce results that will meet or exceed the City's expectations. We will tailor the COSO framework approach to the specific work at hand, including the risks associated with the individual tasks to be performed.

Implementing the Risk Assessment Work Plan

Our approach to completing risk assessment projects is to partner with the City, and specifically management at all levels, to determine scope, objectives, and timing, identify opportunities for improvement, and achieve a successful outcome. Based on our experience, projects can vary in hours depending on the complexity of the business process and the level of depth or scope management desired in the audit process.

Project and Project Deadline Tracking

Because of our participation in the recovery from nearly every major 21st-century disaster in the United States, we have a full array of tracking tools we have developed and refined. These tools provide for tracking Project Worksheets from the initial documentation through the closeout process. Our tracking tools will assist the City in always being able to access the latest status of project development, submission, amendment requests, insurance recovery, mitigation proposals, historical and environmental reviews and project funding.

Our tracking and reporting capabilities will assure adherence to all project deadlines and reporting requirements, the timely generation of quarterly reports, the filing of project-related time extension requests, and project amendments as needed. All project data is stored and managed using a secure file sharing platform, which uses the latest measures to protect both data at rest and data in motion, all the while providing remote access capabilities for multiple authorized personnel.

CLOSEOUT

A critical and often overlooked aspect of any federal grant program is the project closeout process. The purpose of closeout is to certify that all recovery work has been completed, appeals have been resolved, and all eligible costs have been reimbursed. Closeout is the final and last step in the PA Program process and no further actions may occur other than a possible audit by FEMA or other agency.

Many elements make up a successful closeout program, all of which start with a structurally sound and well-developed Project Worksheet. FEMA clearly outlines the types of and order in which necessary documentation should be compiled to support a Project Worksheet. This structure is used to promote consistency in Project Worksheet preparation. The provision of

DELIVERABLES FOR OPERATIONS PHASE

- Staff Augmentation and Administrative Support
- Project Worksheet Development, Review and Payment
- Programmatic Design and Delivery
- Regular Progress Reporting

APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED

timely, thorough, and accurate documentation will facilitate Project Worksheet uniformity and expedite data entry, QA/QC, the obligation of funds, and eventual project closeout.

Our closeout experience is second to none. This experience has demonstrated the importance of highlighting project closeout from the beginning of the recovery process. With the end in mind, one can plot the course of how to get there.

Final Inspections, Project Closeouts, & OIG Audits

Our Project Manager and project staff will participate and support final inspections and audits. The City of Port Orange will be subject to Federal and non-Federal audits, as is customary with all federal programs. A recipient or sub-recipient that expends \$750,000 or more in federal funds during its fiscal year must perform a single program-specific audit. The Quarterly Progress Report is a tool for FEMA and the City of Port Orange to track the progress of Large Projects. FEMA requires the City to report the status of all open Large Projects every quarter. The Project Manager will ensure quarterly reports are prepared for the City of Port Orange to submit to FEMA through the State, no later than 30 days after the end of each quarter.

Once the City of Port Orange has completed all PA Program projects and has met the statutory and regulatory requirements governing the program (including compliance with EHP and insurance purchase requirements), the state will pass through all obligated funds appropriately and submit its final expenditure report to FEMA. Once FEMA has adjusted the funding level for the program, as appropriate, all administrative actions conducted by FEMA and the State related to the PA Program for the City of Port Orange will be complete.

We will work to close out grants, project by project, until the City's recovery is complete. Our project closeout goal focuses not only on compliance but on promoting efficiency and effectiveness also. Our focus is to work with the City to improve its overall financial reporting processes and ensure regulatory compliance to maximize reimbursement.

Recovering Costs From Other Federal & State Agencies

The Project Manager and PA project staff will assist the City of Port Orange with recovering costs from other Federal and State agency programs. iParametrics will work with the City and additional stakeholders in obtaining disaster-related funding from CDBG, Hazard Mitigation, HUD, and other programs applicable to the specific damages. Also, our Project Manager and PA project staff will research the availability of any Federal or State programs currently in place or recently proclaimed to advise the City of Port Orange on all applicable funding opportunities available.

While knowledge of the requirements surrounding these grants is a key element in a successful application, it is equally important to understand how these different grants can be layered and leveraged to maximize the funding received. For example, iParametrics Project Manager Shanti Smith-Copeland, FPED, CEM, worked with the City of Bonita Springs, Florida, after Hurricane Irma to layer HMPG, CDBG-DR, infrastructure grants, and FEMA Flood Mitigation Assistance

DELIVERABLES FOR CLOSEOUT PHASE

- Closeout Staff Augmentation
- Status Review and Reporting

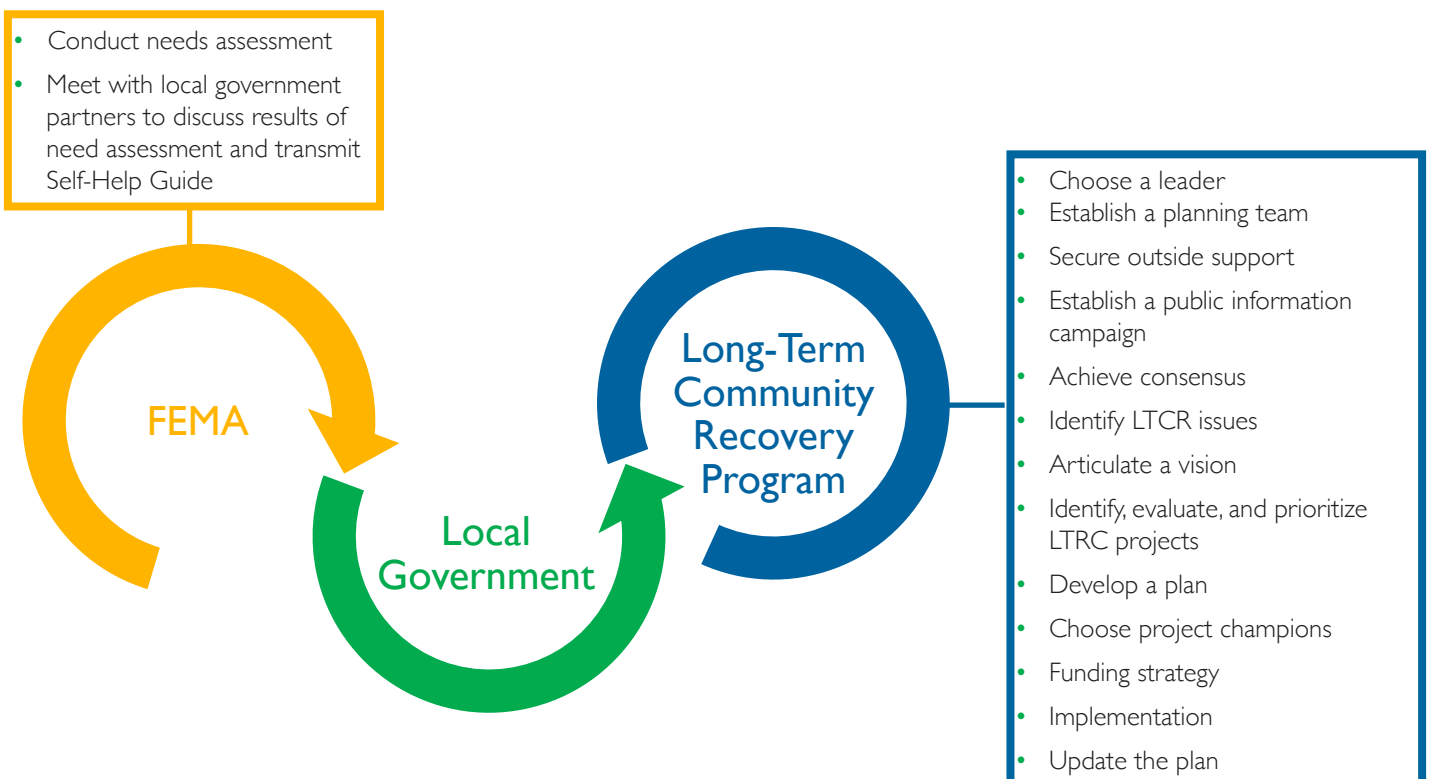
APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED

funding to maximize all available mitigation funding after Hurricane Irma. This included three FEMA HMGP applications, totaling \$10 million, a \$5 million CDBG-DR Home Buy Out grant, and FMA grant. By understanding the timeline of how grants are released after a disaster and grant requirements of these funding sources, Shanti was able to progressively layer the funding opportunities as the grant application windows opened to maximize the mitigation funding available across the community.

Our team has extensive knowledge in all federal grants and their unique processes or procedures in addition to FEMA PA. We have prior experience applying for and managing the different grants listed below, should the City decide pursue additional funding opportunities.

Assisting In Long-Term Recovery Planning Guidance

iParametrics will guide the City of Port Orange in its development of a long-term recovery plan. Our team will follow the standard 13-step process in developing Long-Term Recovery plans as outlined by FEMA. In essence, iParametrics will guide the City of Port Orange through the Long-Term Community Recovery Planning steps in sequential order, as outlined in the figure below.



As subject matter experts in long-term recovery planning, iParametrics understands the big picture.

APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED

Recovery Planning & Preparedness

The iParametrics team has a strong history of supporting communities with emergency management and all-hazards planning efforts. We work with our clients to blend how they work locally with national best practices to create unique plans that serve the interests of the organizations and those they are charged to protect. This approach brings a reality to the planning process while also enhancing local capabilities. Our team is made up of expert facilitators, policy makers, writers, trainers, and responders who will lead you through any planning process, on time and within budget. Along the way, we will build capacity and enhance organizational capabilities.

STRATEGIC PLANNING

We have completed numerous strategic planning efforts on the local, state, federal, and non-profit levels. We understand that any successful effort begins with understanding the current situation and projecting forward to how the future is envisioned.

To support our programmatic efforts, we use the “As Is – To Be” methodology. This proven methodology requires organizations to clearly define their present state first (not what they want their present state to be) before defining the future state. Having a clear understanding of where you are and where you want to go is critical to any successful strategic plan. After understanding both of those elements, strategic goals, milestones, and processes to achieve those can be implemented.

The iParametrics team understands the importance in preparing communities and community leaders for disaster events, just as we understand the processes needed to react to such disasters. Our team consists of expert trainers and exercise practitioners, amply positioned to provide the City of Port Orange’s officers with customized trainings and exercises designed to better-equip your community.

PLANNING AND TRAINING

The iParametrics team contains numerous skilled planning and training professionals. Our planning team has developed a wide array of plans from hazard mitigation, debris management, and continuity of operations (COOP) to pandemic infectious disease, and Points of Dispensing. Our approach to planning begins with analyzing our client’s current operations and understanding future requirements. We do this because iParametrics does not develop cookie cutter plans, we develop customized documents that support our client’s needs and align with national best practices. For example, recently we have been integrating with FEMA’s new Community Lifelines Approach into our planning efforts.

The iParametrics team strongly believes that a plan does not just end when the last page is finished. The plan must be trained on and integrated throughout the local response community.

APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED

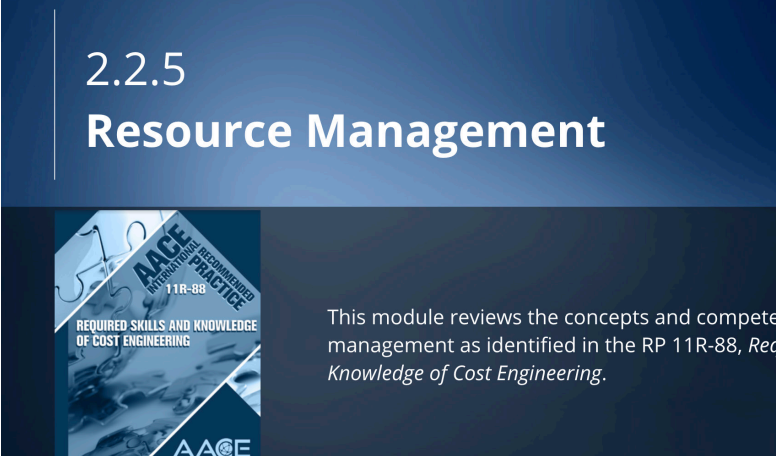
Responders at all levels need to know what their roles and responsibilities are and the framework by which to operate. This is where solid training comes into place.

Our training initiatives are supported by iParametrics' own LMS that allows us to rapidly develop and deploy courses to aid our clients' training needs. Using industry best practices, our engaging courses are designed to enhance understanding and improve knowledge. In addition to our robust course catalogue, we can develop customized courses for our client's staff, including an array of emergency management and homeland security topics for the City of Port Orange.

The iParametrics LMS is built on a secure training portal that allows single sign on capabilities for existing Microsoft and Google customers. We make this training and personnel development available to our clients and their staff at no cost.

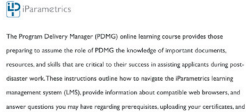
Our Executive Vice President, Jeff Stevens, and our Director of Training and Exercises, Erica Carter, are both Master Exercise Practitioners (MEP) who have planned and facilitated hundreds of workshops and training programs for clients across the country on wide range of topics, and will happily work with the City of Port Orange on the development, delivery, and evaluation of any necessary training programs and courses.

Sample images of programs offered through the LMS are included below.



This module reviews the concepts and competencies of resource management as identified in the RP 11R-88, *Required Skills and Knowledge of Cost Engineering*.





APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED

Pre- & Post-Disaster Mitigation Services

Understanding and planning for the impacts from hazards are central to maintaining public safety, fiscal stability, community development, and prosperity in the City of Port Orange. Our team can support the creation of hazard mitigation programs to reduce or eliminate risks from future disasters. We are experienced in improving Hazard Mitigation Plans (HMP) to ensure the City is eligible for access to federal and state grant and loan funding for natural hazard mitigation and climate adaptation measures that are identified as priorities in these plans. Our team has extensive knowledge of the geographic area, especially in consideration of the hazard risks likely to impact the City, which include tornadoes, floods, straightline winds, and hurricanes / tropical storms.

iParametrics has experience with hazard mitigation planning across the United States. Our team understands the expectation and requirements of FDEM and FEMA through our previous work for both agencies. Our experience allows us to anticipate potential issues before they become problems and has guided our team in supporting the development of FEMA-approvable Hazard Mitigation Plans for communities across the country. We have extensive experience working with local governments in developing and prioritizing natural hazard mitigation and climate adaptation measures that result in finished projects that make communities more resilient.

Our experience includes:

- **DEVELOPING HAZARD MITIGATION PLANS** to understand the risks presented to the City through its facilities and infrastructure, including mitigation strategies.
- **PARTNERING WITH THE HAZARD MITIGATION PLAN (HMP) COMMITTEE** to understand the needs of the community and each represented department of the City.
- **SUPPORTING THE DEVELOPMENT OF HAZARD MITIGATION PROPOSALS** under Section 406 of the Stafford Act
- **CREATING AN EMERGENCY RESPONSE PLAN** to respond to those emergencies in a thorough, thoughtful, and planned way.
- **PROVIDING INFORMATION, RESEARCH, AND DATA** resources in support response efforts.
- **SUPPORTING MAINTENANCE** efforts to review the plan on a five-year cycle.

Additionally, our team has members who have decades of FEMA experience. We have developed natural hazard mitigation plans that are compliant with FEMA's requirements per 44 of the Code of Federal Regulations Part 201.6. The results are plans with viable mitigation

TAB D

APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED

actions that communities can be successful with pursuing construction funding.

Our team is well versed in the application and utilization of FEMA 404 and 406 Hazard Mitigation Grants. One of our mantras when approaching 406 mitigation is **“Don’t just build back, build back better.”** We know how to ensure we get the most mitigation dollars for the project, whether that’s using the automatic percentages or leveraging Benefit Cost Analyses to maximize the available funds and improve resilience.

Specific hazard mitigation planning tasks (detailed in EMAP Standard 4.2) that can support EMAP compliance include:

- Document participation from a broad range of stakeholders in the hazard mitigation planning process
- Procedures to document progress in risk reduction through mitigation
- Process to track mitigation projects including current status, funding sources, dollars saved, etc

Overall, we will work with the City of Port Orange to ensure you develop an effective strategy that leverages any potential mitigation funds that are made available, whether through 404 or 406, or other opportunities such as the Building Resilient Infrastructure and Communities (BRIC) Grant. We will use our in-house team of analytics professionals to pull data and reports that will be essential in identifying potential funding opportunities and uses (more about this team’s capabilities later in this proposal). We recently used these capabilities for the Navajo Nation; the reports to the left were curated to compare the Navajo Nation’s broadband availability compared to the United States as a whole. We leveraged these numbers when utilizing available funding to improve their broadband infrastructure.

Public Education & Outreach

Key components of our disaster recovery planning efforts are **public outreach** and **stakeholder education** to communicate the City’s vulnerability to natural and climate-related hazards and the need for mitigation projects. Just as importantly, we lead outreach efforts to develop a consensus among key stakeholders on mitigation strategies and measures for inclusion in short- and long-term City planning. Sharing information with, and obtaining input from, local officials, businesses, utilities, regional planning agencies, NGOs, medical facilities, and the public is a key element of a project. This will ensure that the strategies and measures are appropriate to the City’s needs and continues the City of Port Orange’s long-term vision and vitality.

The iParameters team has significant experience conducting outreach efforts. Whether its educating the community about emergency preparedness, supporting post-disaster case management or helping get information out about available grants, our team is fully prepared to do public and community outreach for these initiatives.

IS YOUR SMALL BUSINESS STRUGGLING IN THE WAKE OF THE PANDEMIC?

Chatham County wants to help! Grants worth up to \$25,000 are available to qualifying small businesses.

STILL NOT SURE IF YOU QUALIFY FOR THE CHATHAM COUNTY SMALL BUSINESS GRANTS?

Join us for the Chatham County Small Business Grant Program Promotional Event & Press Conference to learn more!

Wednesday, Sept. 14, 2022
from 4:00 pm to 7:00 pm

Ralph Mark Gilbert Civil Rights Museum
Priscilla Thomas Multipurpose Annex
413 West Wayne Street
Savannah, GA 31401

APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED

Examples of a recent public outreach initiative created by the iParametrics team is included to the left as part of our support to Chatham County in their Small Business Grant program. Outreach initiatives, such as this social media post, are distributed in multiple modes and platforms on a weekly basis to ensure maximum reach to residents.

Our team can collaborate with City executives, along with content and graphic staff to develop messaging for communications materials needed for meetings, website and social media postings, collateral for outreach staff to offer at community events and during outreach efforts, etc. All materials can be available in English, Spanish and other languages or formats by request, following agreed-upon branding standards.

Additionally, our team is able to provide the following services:

- Develop and manage radio and TV spots to promote the City of Port Orange messaging
- Create additional Out of Door advertising including billboard and digital ad content in English and Spanish
- Create social media posts, banners, and social ads
- Create press releases for announcements and / or events

We offer the City two distinct approaches to program outreach, dependent upon your preferences: (1) Turn-Key Outreach; or (2) Community-leveraged Outreach.

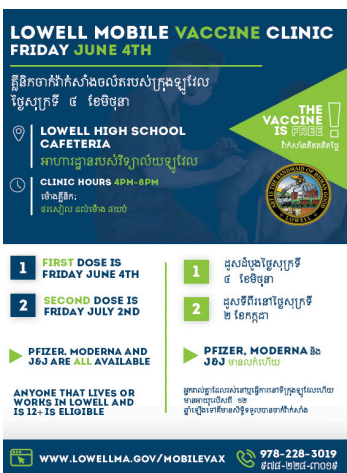
Turn-Key Outreach

Using the Turn-Key Outreach approach, the iParametrics team will lead outreach efforts and deliver all collateral and marketing material. Our team will work directly in the community to deliver information about the City's programs to target groups. We will track outreach efforts throughout the process to ensure adequate subscription levels are being achieved, target groups are being reached, and specified thresholds for assistance are being realized. Our team will provide the City with reports regarding the efficacy of outreach at a frequency, no less than monthly, to be determined by the City. Reports will provide insights into types of outreach (public meetings, mailers, social media posts, etc.), demographic information of target audiences, preliminary accounting of applicant interest, and key performance indicators to demonstrate the impact of outreach efforts.

We understand that outreach and public engagement can be challenging in a world where social distancing protocols and stay home ordinances have driven us apart physically, and many lack access to means of digital connection. Using multiple avenues to connect with potential applicants increases program subscription levels as applicants know how and where to apply.

Community Leveraged Outreach

We usually recommend a hybrid approach to outreach in which relationships with local



APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED

chambers of commerce, trade organizations, and business groups are leveraged to reach key demographics like those with limited online capability and those with limited English proficiency. We will collaborate with select local organizations, business groups, and local non-profit groups to capture ensure that the public is reached through various sources and they are aware of various preparedness, response, and recovery options that are available to them through the City.

Using the Community-leveraged approach, the iParametrics team will provide training, materials, and support to the identified agencies, plus additional support providers as may be beneficial to the program. These Community Partners will then serve as 'boots on the ground' outreach in impacted communities, bringing information about the program directly to the people they serve.

Our team of Outreach Coordinators will provide each Community Partner with materials, talking points, Frequently Asked Questions, program applications, and other collateral material to support outreach efforts.

All Community Partners will be trained on key emergency management topics including:

- How homeowners can prepare for hurricane season
- What zone their home is in
- How individuals can evacuate oncoming hurricanes
- What recovery options will be available to them after a disaster

Throughout the outreach process, Community Partners will be supported by our team of Outreach Coordinators, who will provide subject matter expertise on program topics, best practices for reaching vulnerable populations, and ongoing backing for Community Partners. Further, our team will develop videos, training, and other outreach collateral that will be posted to the City's website or our internal LMS.

Grant Management

iParametrics has a strong history of providing emergency management, grant writing and administration consulting, and training and exercise services at all levels of government and the private sector. Our team has supported grant writing and management for over 15 years, working with a variety of clients to apply for and receive the maximum funding possible.

Our team members excel at working together with key stakeholders in each community to understand their long-term goals and then apply for the best grants available to ensure those goals are put in motion.

APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED

By maintaining an understanding of the current requirements, guidelines, and standards surrounding federal and state grants, our team members have become experts at navigating the grant application process. Corporately, we are consistently trained on regulatory compliance at the state and federal levels to stay abreast of the latest trends and nuances in the industry. We support our clients in efforts which include grant writing, grant application development, benefit cost analysis, regulatory coordination, project monitoring, reimbursement services, payment reconciliation, procurement development and oversight, cross-cutting compliance (specifically with OMB's 2 CFR, Part 200 federal funding requirements), external relations, and financial management.

Our team offers expert insight into the requirements of the grants process at the federal, state, and local levels, including grants through FEMA, HUD, the US Treasury, the Coronavirus Aid, Relief, and Economic Security (CARES) Act, the American Rescue Plan Act (ARPA), Build Back Better Challenge grants, Community Development Block Grants (CDBG), FEMA Public Assistance (PA), FEMA Hazard Mitigation, Economic Development Administration (EDA) grants, and more. Additionally, our team members stay abreast of the requirements surrounding funding sources that haven't been officially released or for which guidelines have yet to be finalized for, such as the Infrastructure Investment and Jobs Act that was approved in early November.

IPARAMETRICS GRANT MANAGEMENT SYSTEM

A comprehensive federal funding program would potentially include a citizen public-facing grant management system for individuals, businesses, and other entities to submit applications for relief funds. iParametrics has developed its Grant Management System (GMS) to support federal funding programs and it can be configured to the City of Port Orange's requirements while remaining compliant with Federal policies. The GMS provides a streamlined solution from outreach through closeout. Our configurable solution allows for complete management of program information that allows for the highest level of both process and program efficiency. We will deliver a web-based application to allow applicants to apply from anywhere. The GMS is project-ready, meaning that it can be quickly configured to meet the needs of the City of Port Orange, thereby saving the City time and money by avoiding delays that come with custom solutions built from scratch.

Key Considerations:

- Our experience shows that one of the biggest delays in providing funding to impacted citizens and businesses is incomplete information or lack of documentation provided by the applicant. **GMS is structured to encourage complete application submissions**, including collection of supporting documents, required information, and applicant preferences like preferred language or communication method at the outset.
- Our skilled GMS support professionals link the program with analytics, so **the City gets**

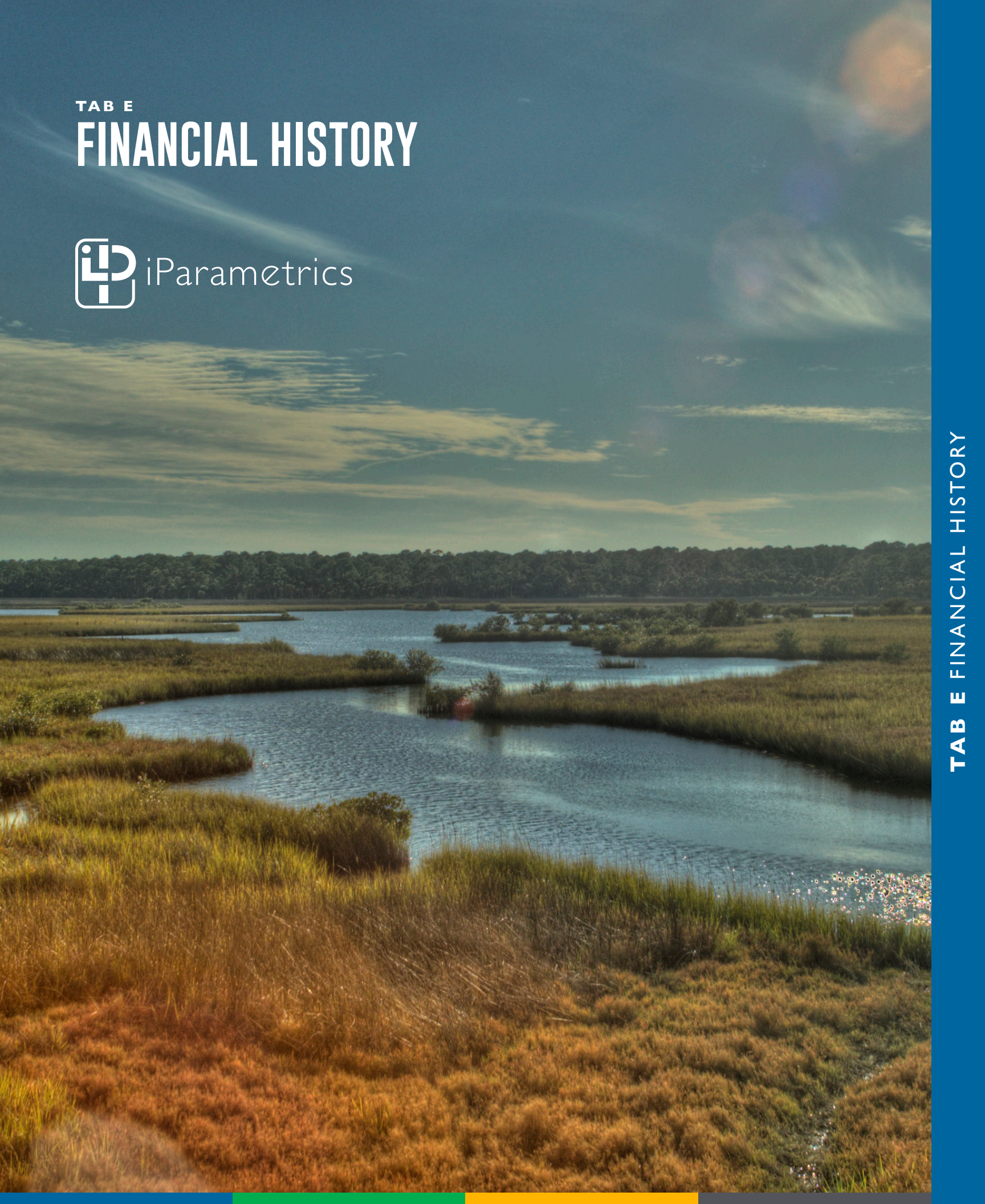
TAB D

APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES CONTINUED

NAME OF FUNDING SOURCE	FUNDER	USES	RESTRICTIONS
Bipartisan Infrastructure Law (BIL)	US Department of Treasury	Projects that improve "Core Infrastructure", including: • Transportation • Broadband • Energy • Disaster Mitigation and Resiliency • Water • Cybersecurity	Projects must be directly related to improving infrastructure, either physical or social
Building Resilience Infrastructure and Communities (BRIC)	FEMA	• Hazard mitigation projects • Community resiliency projects	Not to be used for recovery from a natural disaster
American Rescue Plan Act (ARPA)	US Department of Treasury	• Investments in water, sewer, or broadband infrastructure • Transportation, travel/hospitality, water/sewer infrastructure, small businesses, clean energy, and revenue loss.	Must be related to the impacts from COVID-19 or its negative economic impacts
Community Development Block Grant (CDBG)	US Department of Housing and Urban Development (HUD)	• Housing projects • Public facilities improvements • Public services • Economic development • Planning and administration	Must meet national objectives: • Benefit low- and moderate-income (LMI) persons • Aid in the prevention or elimination of slums or blight • Meet a need having a particular urgency (that is, urgent need)
FEMA Natural Hazard Mitigation Planning	FEMA	Support the creation of hazard mitigation programs to reduce or eliminate risks from natural disasters	Must be used for natural hazard mitigation efforts
Economic Development Administration Disaster Recovery Grants	The Economic Development Administration (EDA)	Activities related to disaster recovery focused on economic development, including projects that support the creation of new businesses and jobs, fund infrastructure construction, and develop resiliency projects.	Must be projects directly linked to economic recovery as the result of a disaster
FEMA Public Assistance (PA)	FEMA	Provides supplemental grants to state, tribal, territorial, and local governments to address: • 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	• Applicants may not duplicate benefits with insurance and must comply with Environmental, Historic Preservation, and Floodplain Management laws as part of the eligibility conditions. • Procurement standards in the use of contracts for acquiring disaster-related goods and services must meet certain guidelines to receive funding.

TAB E

FINANCIAL HISTORY



TAB E

FINANCIAL HISTORY

Please see the envelope marked "Confidential - Financial History Enclosed"



TAB F

SERVICES COST/FEE PROPOSAL



iParametrics

SERVICES COST/FEES SCHEDULE

The iParametrics team believes that collaboration and transparency are key to supporting our clients, especially when it comes to billing. **We will only charge the City of Port Orange for the hours in which we perform service.** Prior to starting the project, we will meet with City leadership to establish a proposed project timeline, and if any adjustments are needed, we will notify the City and explain those in an upfront, transparent manner.

The pricing structure proposed in the following Hourly Rates table offers hourly rates for staff time to support the City of Port Orange in obtaining exactly what it needs, only when needed. These hourly rates are the direct cost of the employees time working for the City. There are no indirect costs associated with our hourly rates. All travel will be billed to the City at GSA rates. The positions proposed offer a mix of experience, expertise, and training levels so we can scale to meet your needs for any program. We will work with the City of Port Orange to ensure cost of our services remains within the guidelines, when established by the US Treasury, so services rendered under this engagement are reimbursable through your federal grant program, minimizing out-of-pocket costs to the City.

We track our costs very effectively using a proprietary Excel workbook. Using our expert knowledge, we developed this system using Microsoft's trusted platform. This tracking program maintains client transparency, ensures grant compliance, and allows multiple users from different organizations to track their costs effectively.



(ATTACHMENT 1) SERVICES COSTS/FEES PROPOSAL

CITY OF PORT ORANGE

RFP #23-16

Disaster Recovery Consulting Services

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

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

NAME OF BUSINESS:	iParametrics, LLC
CONTACT PERSON:	Shanti Smith-Copeland
EMAIL ADDRESS:	shanti.smith-copeland@iparametrics.com
AUTHORIZED SIGNATURE:	Andrew J. Klein <i>[Signature]</i>

ITEM #	EMPLOYEE/SERVICE CATEGORY	ESTIMATED HOURS *	HOURLY RATE	EXTENDED COST
1	Senior Grant Consultant	60	134	8,040
2	Reimbursement Specialist	200	149	29,800
3	Grant Management Consultant	500	123	61,500
4	GIS Analyst	50	147	7,350
5	Administrative Support Staff	100	55	5,500

TOTAL COST: \$ -

*These hours are not intended to represent the actual contract amount, but are an estimated representation of annual work.

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	Project Manager	40	191	7,640
2	Senior Engineer	20	154	3,080
3	Subject Matter Expert	10	206	2,060
4				
5				



6515 Shiloh Road
Suite 200
Alpharetta, GA 30022
Phone: (770) 664-6636
Fax: (770) 664-6696
www.iParameters.com



INTEGRATED SOLUTIONS
CONSULTING

City of Port Orange

RFP #23-16

DISASTER RECOVERY 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: Chip Kent, Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129

September 18, 2023

Jill Poolman,

ISC is pleased to present our proposal response to you, the City of Port Orange's (the City)'s, RFP #23-16: Disaster Recovery 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.

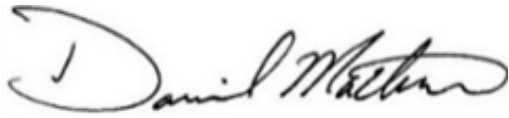
Team ISC consists of ISC acting as prime, in partnership with minority and woman-owned, **Metric Engineering**. ISC provides the City with not only a team with unparalleled disaster recovery expertise, but also a team with **intimate knowledge of Florida, its communities, and past disasters**. ISC's 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 – Certification Regarding Debarment, Suspension and Other Responsibility
- N/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
- X (Attachment 1) – Services Costs/Fees Proposal Form
- X Submission of one (1) original marked “ORIGINAL”, five (5) copies and one (1) digital (USB flash drive) version in PDF format

BY: Integrated Solutions Consulting, Corp.
Name of Business



Authorized Signature

09/18/2023

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

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 a 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, do 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


Authorized Signature

Daniel Martin, PhD, CEM, Principal
Printed Name and Title

205265704
Federal Identification No.

220 S. Buchanan Street
Mailing Address

Edwardsville, IL 62025
City, State & Zip Code

847-737-5395
Telephone Number

Dan.Martin@i-s-consulting.com
E-mail Address

STATE OF: Illinois COUNTY OF: Madison

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this
18 day of September, 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

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FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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. No Addendums issued.

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 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.

I acknowledge the above statements regarding Addendum Acknowledgement and Change Order Procedures:

Integrated Solutions Consulting, Corp.

Name of Business

D. Martin

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

18 day of September, 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

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

Daniel Martin

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 18 day of September, 2023, by Daniel Martin and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Kristina M. Brune
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, PhD, CEM, who, being by me first duly sworn, made the following statement:

1. The business address of Integrated Solutions Consulting, Corp. (name of Offeror or business) is
220 S. Buchanan Street, Edwardsville, IL 62025
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)

STATE OF: Illinois

COUNTY OF: Madison

Integrated Solutions Consulting, Corp.

Name of Business

Daniel Martin

Authorized Signature

Daniel Martin, PhD, CEM, Principal

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of September, 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

This Page Left Blank, See next page for Required Form (s).

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL 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

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: 01/01/2005
- 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.

STATE OF: Illinois

COUNTY OF: Madison

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of September, 2023, by Daniel Martin and who:

☒ is personally known to me; or ☐ has produced _____ as identification.

Printed, typed or stamped name, commission and expiration: _____

Notary Public, State of Illinois

Integrated Solutions Consulting, Corp.
Name of Business
[Signature]
Authorized Signature
Daniel Martin, PhD, CEM, Principal
Printed Name and Title

This document must be completed and returned with your submittal.



F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

1.1 Respondent's Current Contracts

ISC has provided public health and emergency management consulting services to all our clients, including planning, training, exercise, and response. Provided below is a sample list of ISC's current clients in which we provide direct services.

Federal Clients

- Bureau of Indian Affairs
- Department of Homeland Security – FEMA
- Department of Interior

State Clients

- Illinois Department of Public Health
- Ohio Department of Public Health
- State of Mississippi
- State of Missouri
- State of Nebraska
- State of Oregon
- United States Virgin Islands

Large Government Clients

- Bay Area UASI (City/County of San Francisco)
- City of Chicago
- Chicago Department of Public Health
- City of Detroit, Michigan
- Cook County, Illinois
- Cook County Department of Public Health
- City/County of Los Angeles
- City of Miami, Florida
- City of Portland, Oregon
- City of Sacramento, California
- City of San Antonio, Texas
- Hamilton County, Ohio
- Houston-Galveston Area Council
- Kansas City UASI (Mid-America Regional Council)
- Maricopa County, Arizona
- Martin County, Florida
- Miami-Dade County, Florida

- Multnomah County, Oregon
- New York City
- New York City Health + Hospitals
- Oakland County, Michigan
- Palm Beach County, Florida
- Portland UASI (Regional Disaster Preparedness Organization)
- Puerto Rico Health and Social Services
- Ramsey County, Minnesota
- Sacramento County, CA
- Salt Lake County/City, Utah

Other Government Clients

- City of La Mirada, California
- Fort Belknap Indian Community
- Illinois Butler School District 53
- Isabella County, Michigan
- Jerome County Sheriff's Office
- Lake County Department of Public Health
- Lake County Stormwater Management Commission
- Los Alamos County New Mexico
- Martin County, FL
- McHenry County Department of Public Health (MCDH)
- Town of North Providence, RI
- Oneida County Emergency Management
- Rock Valley College
- City of Sarasota, FL
- Snoqualmie Indian Tribe
- Teton County Wyoming
- Town of Westerly/Westerly Public Schools

- TriMet
- Virgin Islands Health and Human Services
- Waukesha County, Wisconsin
- Yakima County, Washington

- 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**

1.2 Respondent's Current Contracts

ISC has provided public health and emergency management consulting services to all our clients, including planning, training, exercise, and response. Provided below is a sample list of ISC's current clients in which we provide direct services.

Federal Clients

- Bureau of Indian Affairs
- Department of Homeland Security – FEMA
- Department of Interior

State Clients

- Illinois Department of Public Health
- Ohio Department of Public Health
- State of Mississippi
- State of Missouri
- State of Nebraska
- State of Oregon
- United States Virgin Islands

Large Government Clients

- Bay Area UASI (City/County of San Francisco)
- City of Chicago
- Chicago Department of Public Health
- City of Detroit, Michigan
- Cook County, Illinois
- Cook County Department of Public Health
- City/County of Los Angeles
- City of Miami, Florida
- City of Portland, Oregon
- City of Sacramento, California
- City of San Antonio, Texas
- Hamilton County, Ohio
- Houston-Galveston Area Council
- Kansas City UASI (Mid-America Regional Council)
- Maricopa County, Arizona
- Martin County, Florida
- Miami-Dade County, Florida

- Multnomah County, Oregon
- New York City
- New York City Health + Hospitals
- Oakland County, Michigan
- Palm Beach County, Florida
- Portland UASI (Regional Disaster Preparedness Organization)
- Puerto Rico Health and Social Services
- Ramsey County, Minnesota
- Sacramento County, CA
- Salt Lake County/City, Utah

Other Government Clients

- City of La Mirada, California
- Fort Belknap Indian Community
- Illinois Butler School District 53
- Isabella County, Michigan
- Jerome County Sheriff's Office
- Lake County Department of Public Health
- Lake County Stormwater Management Commission
- Los Alamos County New Mexico
- Martin County, FL
- McHenry County Department of Public Health (MCDH)
- Town of North Providence, RI
- Oneida County Emergency Management
- Rock Valley College
- City of Sarasota, FL
- Snoqualmie Indian Tribe
- Teton County Wyoming
- Town of Westerly/Westerly Public Schools

- TriMet
- Virgin Islands Health and Human Services
- Waukesha County, Wisconsin
- Yakima County, Washington

K. List your major equipment currently owned or leased: USE SEPARATE SHEET & ATTACH TO SUBMITTAL

N/A

M. Background and experience of the principal members of your organization, including the officers: USE SEPARATE SHEET & ATTACH TO SUBMITTAL

1.3 Executive Staff

With every project engagement, ISC's executive staff will be intimately involved to help guide the engagement and ensure that our consulting services comply with applicable professional standards, consistent with our standards of excellence, and conform with the firm's mission, vision, and values. ISC's executive staff not only possess an unmatched track record of success on over 2,000 client engagements, but also deliver high-level of expertise and experience in emergency management.

Executive Staff		
Name & Role	Qualification	Relevant Experience
Daniel Martin, CEM, PhD <i>Managing Principal</i>	- PhD, Emergency Management - BS, Environmental Engineering - Certified Emergency Manager	- Managed over 200 emergency management consulting engagements. - Supported over 30 post-disaster community recovery operations. - Multiple Presidential awards and recognition.
Daiko Abe <i>Director of Operations</i>	- MS, Emergency Management - Certified Floodplain Manager	- Salt Lake County, UT, MJHMP - Cook County, IL MJHMP - Hamilton County, OH HMP - Project Manager for over 20 FEMA-approved hazard mitigation plans across the nation, in addition to providing subject matter and planning support to multiple other mitigation plans.
Lauren Martin <i>Director of Controls</i>	- Master of Public Administration - Public Health & Business Management Graduate Studies	- Budget and performance management on over 100 ISC engagements - Subject Matter Specialist in Disaster Recovery & Implementation of Post-Disaster Mitigation - Responded to Over 20 Disaster Operations

A.8 Professional References for Previous Experience

This Page Left Blank, See next page for Required Form (s).

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Proposer submits that their firm is qualified to perform the referenced work and has 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, Florida
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.

**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 equal or similar to those required under the City's contract as outlined in this proposal package. A minimum of three (3) project 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.

A.9 Form 9.9 E-Verify Affidavit

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FORM 9.9 - E - VERIFY AFFIDAVIT



CITY OF PORT ORANGE
CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Solicitation Name: Disaster Recovery Consulting Services

Solicitation Number: RFP #23-16

I, the undersigned hereby certify that Integrated Solutions Consulting, Corp. (insert contractor company name) does not employ, contract with or subcontract 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

Signature of Affiant

205265704

Federal Employer ID Number (FEIN)

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 18 day of September, 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:	

A.10 Form 9.10 Scrutinized Companies Certification

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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, 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 18 day of September, 2023, by Daniel Martin and who:

☒ is personally known to me; or ☐ has produced _____ as identification.

[Signature] Notary Public, State of Illinois

Printed, typed or stamped name, commission and expiration:



This document to be completed and returned with your submission.

A.11 9.11 Certification Regarding Debarment, Suspension and Other Responsibility

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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

Date

09/18/2023

Daniel Martin, PhD, CEM, Principal

Name and Title of Contractor's Authorized Official

This document must be completed and returned with your submittal.

A.12 Form 9.12 Non-Disclosure of Confidential Materials

N/A

A.13 Exhibit A. Description of Confidential Materials

N/A

A.14 Form 9.13 No Submittal Response Form

N/A.

A.15 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: 09/18/2023

A.16 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 18+ 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.



	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

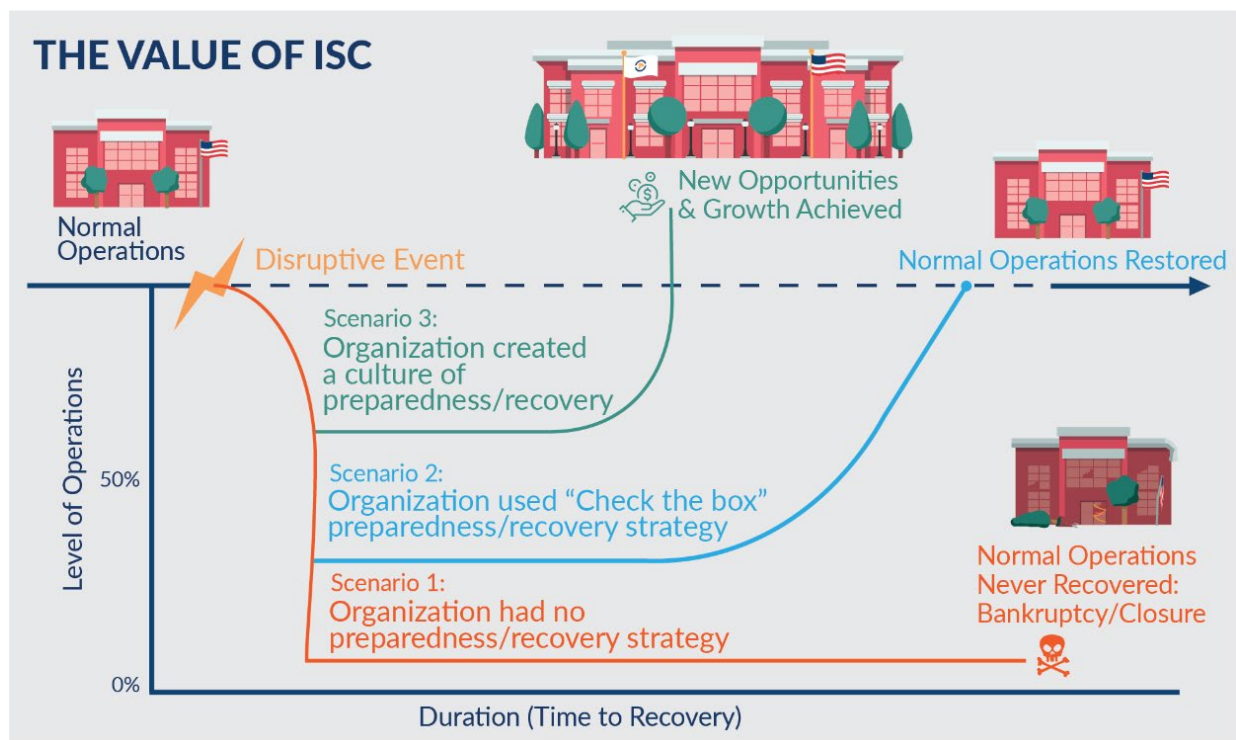
Markets ISC Serves.

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.

ISC Company Information	
Company Name	Integrated Solutions Consulting, Corp.
Company Structure	S-Corporation
Corporate Headquarters	220 S. Buchanan Street Edwardsville, IL 62025
Number of Branch Offices	6 (Including Port Orange, FL)
Point of Contact	Daniel Martin, PhD, CEM, Principal 847-737-5395 Dan.Martin@i-s-consulting.com
Website	https://www.i-s-consulting.com/

B.1.1 The ISC Difference

At ISC our business is defined by our dedication to creating strong, long-term partnerships by prioritizing the needs of our clients, and consistently delivering quality services that are just as much innovative as they are dependable. **ISC Has Never Been De-obligated.** We achieve this standard by focusing on **creating cultures of preparedness and recovery** in the organizations that we serve and committing to long-standing partnerships with our clients. As seen below, ISC works with our clients to achieve Scenario 3. After a disruptive event occurs while other consultants do the minimum, ISC works to help our clients create a culture of preparedness and recovery that results in new opportunities and growth.



B.2 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.3 Professional References Form

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B.4 Experience

B.4.1 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.4.2 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 and rapid mobilization of technical staff and assists in the integration of these personnel into the event's Incident Command Structure (ICS).

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

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.

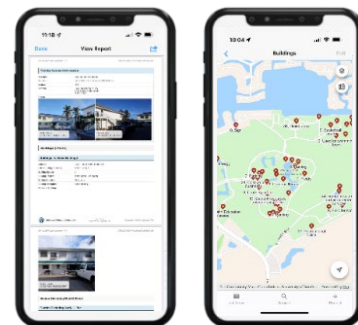
While supporting the FEMA PA Technical Assistance Contract, ISC has responded to first and second appeals as well as arbitration and audits for all categories of works for both small and large projects. In order to minimize the number of appeals, ISC believes that all project worksheets should be supported 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.4.3 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 onus 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.



Screenshot of the mobile
Damage Assessment
Application in Odysseus™

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-specific damage inventories, providing users with real-time dashboard reporting of damage assessments and mapping of site-specific inventory of damages.



Click on this image to view a demo 360 Damage Inventory Windshield Survey.

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.

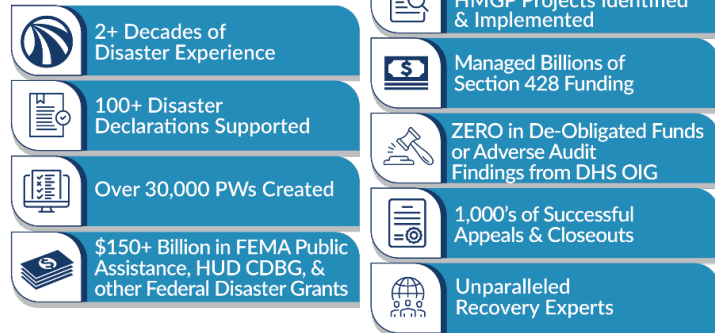
These technologies not only serve as a testimony of the expertise that is delivered by ISC, but how we always look out for what is in the best interest of our client and ensure that they maximize potential funding.

B.4.4 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.4.5 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.5 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.5.1 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 Odyssey™ as they relate to the FEMA PA Process includes:



Odyssey™ Features for FEMA Public Assistance Solutions	
Conduct Field Survey of Damages	Odyssey™ 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	Odyssey™ 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.
Track Debris Monitoring	Odyssey™ 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	Odyssey™ 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	Odyssey™ 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	Odyssey™ provides personalized dashboards, highlighting pending tasks, work activities, and monitor the overall progress of funding. Odyssey™ reports are customizable and can easily integrate with other web-based applications to increase accuracy in data reporting.
Monitor FEMA Compliance & Program Reporting	Odyssey™ 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	Odyssey™ 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	Odyssey™ 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 Odyssey™ you can track their progress of recovery tasks,

Odysseus™ Features for FEMA Public Assistance Solutions

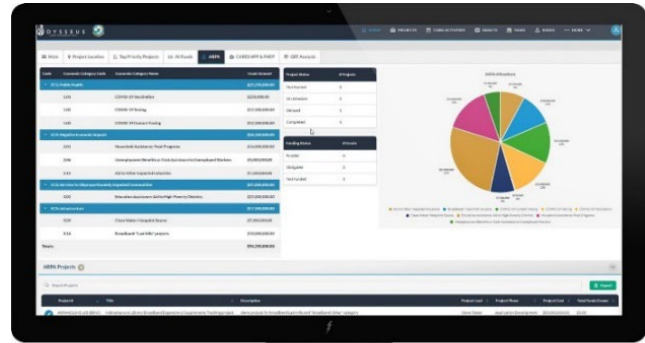
	proactively address delays in FEMA Public Assistance, and monitor their performance. All in real-time and from the comfort of a desk.
Expedite Programmatic Closeout	Odysseus™ provides walks users through FEMA’s arduous Closeout Validation process and provides a systematic solution that reduces weeks 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.
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

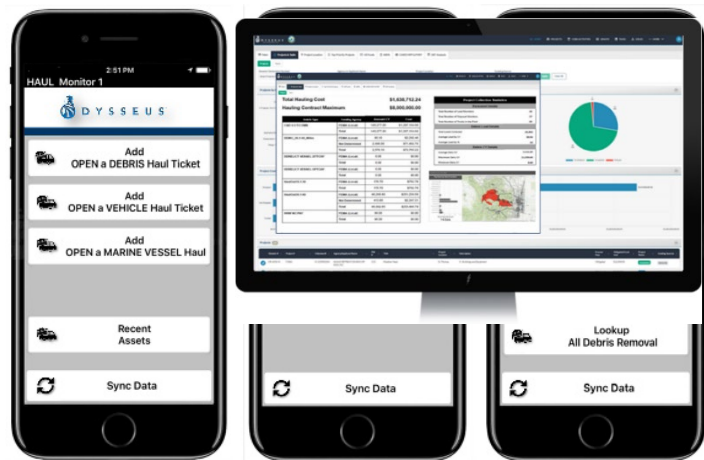
Odysseus™ provides our clients with a ready-to-use or customized FEMA Public Assistance grant management system to allow your organization to track, administer, report, and maximize eligible grant funding. Odysseus™ serves as a centralized location for our clients to monitor the status of their projects, 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.

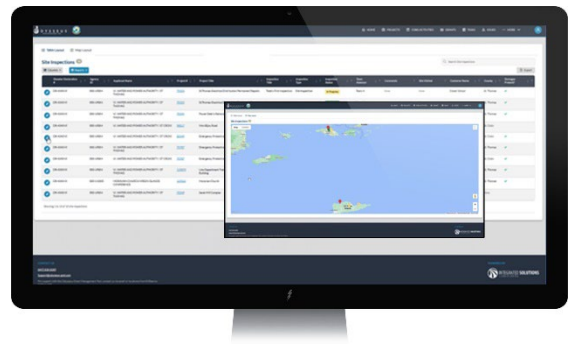
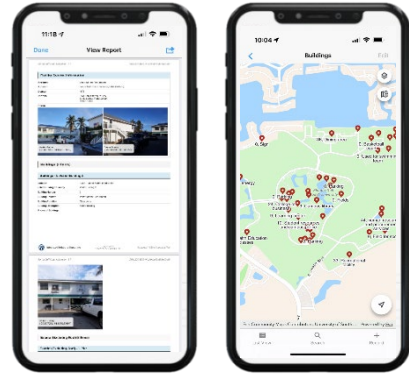


To prevent the possibility of a loss of funding for Category A PWs, Odysseus™ allows for the systematic integration of popular **Automated Debris Management Systems (ADMS)**. Integration ranges from real-time reporting of debris monitoring activities to the synching of important debris monitoring data. 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.5.2 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 device 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.6 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

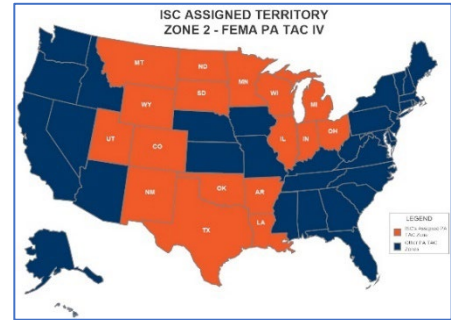
Client: Federal Emergency Management Agency (FEMA)

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 codes 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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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 Senior Grant Consultant / 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.
Gregory Gentles Senior Grant Consultant ISC	Gregory Gentles is a highly skilled Disaster Specialist with an extensive background in disaster recovery working at Integrated Solutions Consulting (ISC). He has deployed to 25 federally declared disasters throughout his 19 years of experience in various roles for disaster types including but not limited to fires/wildfires, floods, straight-line winds, and hurricanes. Throughout his career, Mr. Gentles has worked in positions including Debris Monitor, Debris Specialist, Project Specialist, Public Assistance Coordinator (PAC), Quality Assurance and Quality Control (QA/QC), Program Delivery Manager (PDMG), FEMA CRC Document Validation Specialist (DVS), and Public Assistance Task Force Lead (PATFL). His wealth of knowledge in the PA Program, debris eligibility, monitoring and removal, damage assessments, 404/406 mitigation, writing project worksheets (categories A-G), and his extensive background, make him a superior asset to any deployment, allowing him to see disasters in its numerous phases and variances, in the field and in leadership roles. He has also written and won several appeals for the State of New Jersey and has prepared their grants proposal request.

Key Personnel Bios	
Name & Role	Personnel Qualifications
Phil Ganezer Reimbursement Specialist 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.
Thomas Riddle Senior Grant Management 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.
Jacob Halley GIS Analyst ISC	Jacob Halley has 18+ years of experience in emergency management/disaster response and recovery assisting in the development and execution of all-hazards community mitigation, preparation, response, and recovery programs with a specialized emphasis in GIS mapping analyses. Mr. Halley has extensive experience in developing homeland security exercise programs for public and private sector entities and has also been involved in leadership roles in community team building, project development, and technology integration. He has developed local hazard mitigation plans in the private sector, provided support and training opportunities for homeland security exercises in both the private and public sector, and has trained law enforcement agencies in active shooter preparedness scenarios.
David Sayers Grant Management 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 Grant Management Consultant/ 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

Key Personnel Bios	
Name & Role	Personnel Qualifications
	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 Subject Matter Expert 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 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.
Darryl Marshall Grant Management Consultant ISC	Mr. Darryl Marshall has been working disaster recovery and response since 2007. He began his disaster recovery career with GOHSEP, supporting the Hazard Mitigation Grant Program (HMGP), CDBG and The Road Home Program. Mr. Marshall has deployed to numerous disasters and honed his skills working with Catholic Charities and Long-Term Recovery programs. Most recently, Darryl served as a Program Delivery Manager (PDMG) working in Grant Manager and has performed closeouts on various applicants. Darryl is well versed in FEMA's laws, regulations, and policies in the PAPPG and 44CFR.

TAB D.APPROACH AND VALUE-ADDED SERVICES

D.1 Methodology

ISC understands that you are looking for a firm with expertise in disaster recovery management. We have a long-standing history of providing consulting services and technical assistance to a variety of local, state, and federal clients. We believe that we are uniquely positioned to best serve you as we have a complete understanding of your history, your operations, and how they will affect your current needs. Additionally, we have thoroughly read your requirements and understand this current mission is to provide you with an Emergency Management Professional Services Consultant to manage the cost recovery and reimbursement services that occur after a disaster. As the selected proposer, ISC, will assist the client in facilitating and conducting damage assessments, developing projects, and administrating Federal and State disaster recovery grant programs related to a Federally Declared Disaster incident. This includes, but is not limited to:

Project Management Strategy			
1	Define project scope	6	Monitor progress & quality
2	Understand client expectations	7	Communicate with client
3	Establish a work plan, timeline, and budget	8	Obtain feedback
4	Assign key staff	9	Continuously improve
5	Establish issue resolutions process	10	Deliver results

- ✓ FEMA Public Assistance (PA)
- ✓ FEMA Individual Assistance (IA)
- ✓ Small Business Administration Disaster Programs
- ✓ USDA Disaster Programs
- ✓ Health and Human Services Disaster Programs
- ✓ Hazard Mitigation Grant Program (HMGP)
- ✓ Housing and Urban Development Disaster Programs

Specifically, as outlined in the RFP, ISC, under your direction, will provide recipients and subrecipients with all requested deliverables as described below:

1. Strategic Planning
2. Program Design
3. Pre-Application and Application Process
4. Project Development and Management
5. Bidding and Pre-construction
6. Program Compliance
7. Payment Processing
8. Construction Management
9. Closeout

Most importantly, ISC provides **over 1,200 staff disaster recovery specialists** that cover a wide array of disciplinary skills that will be crucial after a disaster. The following table details our project management approach for recovery services.

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 & Monitoring of Recovery Activities	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 examine audit requirements. The Odysseus™ Enterprise System (OES) provides a centralized location to collaborate, automates workflow, and increase efficiency by over 700%.
 	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.

Team ISC's Project Management Approach for Debris Monitoring & Recovery Services	
8. Audit & Financial Controls and Reporting	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.1.1 Reporting

The ISC Project Manager will submit regular reports on their activities to the Client.

- Bi-Weekly Project Status Reports:** The Project Manager will provide a "Bi-Weekly Status Report" to the designated client representative(s) through the submission of a written report that details the current timeline, deliverables completed, dates of completion, and anticipated dates for completion of unfinished deliverables.

- **Weekly Status Update:** In addition to providing written bi-weekly status reports, the Project Manager or his designee will participate in weekly project status meetings and/or conference calls. The purpose of these meetings will be to ensure projects tasks are on schedule, within budget, and that any immediate issues or concerns can be mitigated and/or resolved. Additionally, per the RFP, the ISC team will participate in meetings and/or conference calls at the request of the client.
- **Monthly Project Reviews:** The designated Project Manager will provide a "Monthly Status of Accomplishments and Costs" report to the designated client representative. The monthly report will include a summary of accomplishments by task, an overall assessment of project progress, major accomplishments and deliverables for the reporting period, a summary of the tasks due during the next month, any current and foreseeable problems, and proposed corrective actions. Program risks will be identified in the report, along with actions to reduce project risks. Finally, a financial status will be provided of individual tasks as well as an overall project budget to date.

D.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, Maria, and Ian.



ISC's Approach to Grants Management

D.2.1 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 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.

D.2.1.1 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.

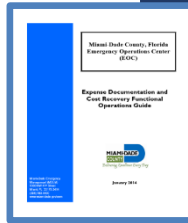
At a minimum, ISC will develop training courses on the relevant federal grant programs and conduct annual training for all departments, municipalities, and partner agencies. Virtual training programs will include a method to document personnel attendance, training certificate, and other course tracking requirements.

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.

D.2.1.2 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.



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).

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.

D.2.1.3 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.

D.2.1.4 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.

D.2.1.5 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.

D.2.2 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



D.2.2.1 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.

D.2.2.2 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.

D.2.2.3 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.

D.2.2.4 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.



D.2.3 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.

D.2.3.1 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.

D.2.3.2 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

D.2.3.3 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.**

D.2.3.4 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.

D.2.3.5 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.

D.2.3.6 Assist in completing the FEMA Grants Portal Essential Elements of Information

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.

D.2.3.7 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.

D.2.3.8 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

D.2.3.9 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.

D.2.3.10 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.

D.2.3.11 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-1337-FL	4733	Collier County Sheriff's Office	4733	Collier County Sheriff CATB 100% COMPLETE	Collier County	03/30/2018		-1741 days
FEMA PA	DR-1337-FL	4887	Lely Community Development District	4887	PA/AP 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 EMP	Collier County	03/30/2018		-1741 days
FEMA PA	DR 4337 FL	4907	Collier Mosquito Control District	4907	Emergency Protective Measures: Evacuations of Pilots/Aircraft and Generator Usage (9/18-10/3, 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 PA generators to prevent raw sewage spills; first push of debris from access roads	Collier County	03/30/2018		-1741 days
FEMA PA	DR-1337-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

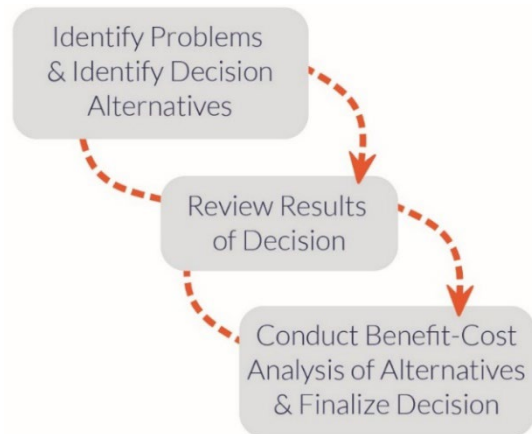
D.2.4 Phase 4: Maximize Recovery Funds



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.

D.2.4.1 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.

D.2.4.2 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.

D.2.4.3 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.

D.2.4.4 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.

D.2.5 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.

D.2.5.1 Establish Audit and Financial Controls and Reporting

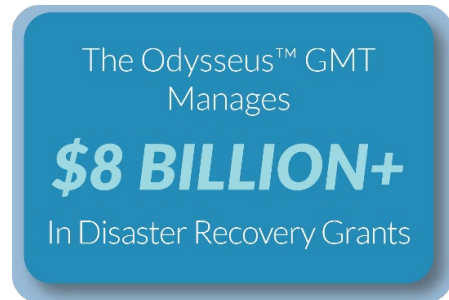
The Office of Inspector General (OIG) may perform audits on projects to ensure integrity and efficiency in government when carrying out essential programs and activities. Some frequent audit findings under FEMA's PA program are poor contracting practices, excessive equipment or labor charges, inaccurate 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.

D.2.5.2 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.

D.2.5.3 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.



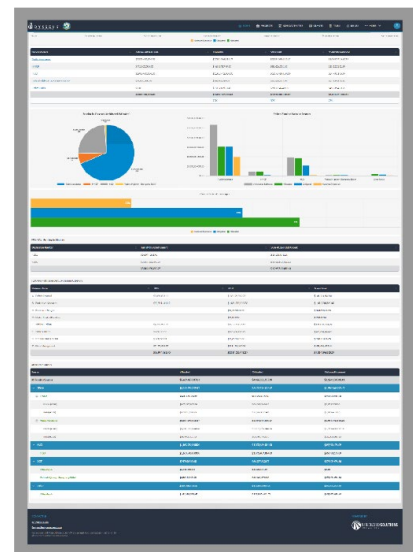
D.2.5.4 Conduct Site Inspections and Oversee Construction Projects

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.

D.2.5.5 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.

D.2.5.6 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.



D.2.5.7 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.**



D.2.6 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.

- ✓ HUD Disaster Housing Assistance Programs
- ✓ Mass Care and Emergency Assistance (MC/EA),
- ✓ Individuals and Households Program (IHP),
- ✓ Disaster Case Management (DCM),
- ✓ Crisis Counseling and Training Program (CCP),
- ✓ Disaster Unemployment Assistance (DUA),
- ✓ Disaster Legal Services (DLS), and
- ✓ Small Business Administration (SBA) loan programs available to businesses impacted by disasters.

D.4 Community Development Block Grant

ISC offers a proven approach to administering HUD Community Disaster Block Grant – Disaster Recovery (CDBG-DR). Our approach is based on our partner’s experience administering HUD CDBG-DR funds for some of our Nation’s largest disasters to include Hurricanes Sandy, Katrina, and Maria as well as past catastrophic floods that affected the Midwest eight years ago. Our team understands the administrative and programmatic requirements of the CDBG and CDBG-DR Programs and have incorporated this into an effective method for designing and implementing programs in housing, infrastructure, economic revitalization, and community resilience.

D.4.1 Assess Pre-Disaster Community Conditions, Disaster Impacts and Unmet Needs

Thoroughly understanding the type and geographic location of the unmet needs of disaster affected communities will help to support the allocation of CDBG-DR funds. **At a minimum**, HUD recommends that communities should evaluate three core aspects of recovery:



Housing: Collect, analyze, and evaluate the needs for interim and permanent, owner and rental, single family and multifamily, affordable and market rate, including public and HUD-assisted housing and housing for the homeless



Infrastructure: Collect, analyze, and evaluate the needs for restoration of roads, bridges, or other public structures relative to FEMA funds available for public infrastructure.



Economic Revitalization: Collect, analyze, and evaluate economic data such as number and types of businesses impacted, type of repairs needed, estimated job losses or revenue loss, and estimated amount of financial need

Many will simply review existing housing, business and infrastructure data and obtain information from community partners and assess the direct effects of the flooding. However, ISC recommends a more thorough analysis to determine the unmet needs of the community. Recent research in this area has shown that effective CDBG-DR programs must look beyond the obvious disaster impacts and address the broader constructs of a community’s hazard vulnerability. This fundamental finding of community disaster impacts, and hazard risk was described by Dr. Denis Mileti in 1999 and illustrated in the following diagram.

In fact, past scientific evidence has demonstrated that disasters are social constructs and that large-scale hazard events exacerbate the preexisting conditions of the community and as a result have a

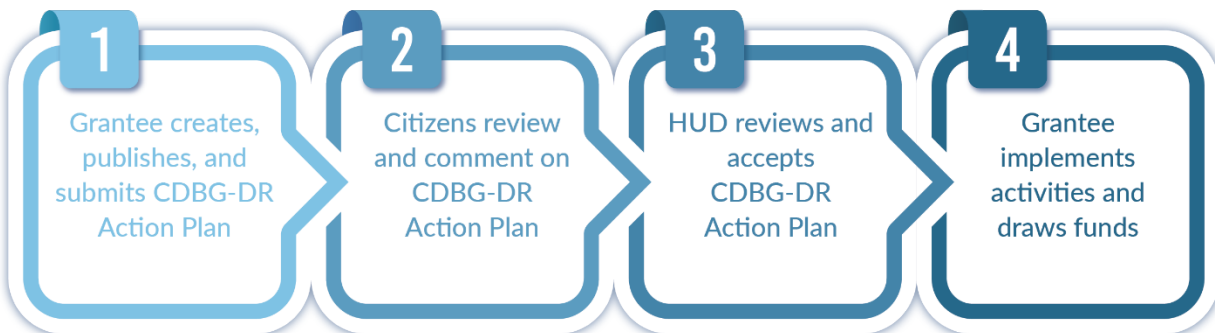
cascading impact on a community and its residents, essential services, and critical assets. This understanding can then be parlayed into a community's CDBG-DR strategy that is more meaningful, more accurately addresses the unique post-disaster conditions of the community, offers hazard-specific recovery considerations, and assists in the identification of key stakeholders and organizations that will be important players during disaster recovery.

This analysis will help to determine the overall unmet need for the community relative to the resources available as well as those being pursued through various federal disaster assistance programs. This will be incorporated into a CDBG-DR Action Plan that address unmet recovery needs through activities that:

- ✓ Are CDBG eligible (or received a waiver),
- ✓ Meet CDBG national objective, and
- ✓ Address direct or indirect impact of disaster.

D.4.2 Develop a Plan to Respond to the Most Critical Disaster Recovery Needs not Addressed by Other Resources

ISC will leverage its extensive HUD CDBG-DR experience to develop an action plan that addresses the most critical disaster recovery needs not addressed by other resources. The CDBG-DR Action Plan will describe the unmet needs analysis and the strategy to allocate available funding to a combination of housing, economic development, infrastructure, and services programs. The CDBG-DR Action Plan will be available for public comment and address public feedback. The Action Plan will serve as the blueprint for your CDBG-DR Program and as needs evolve you will draft amendments to the plan. Steps involved with the development of the CDBG-DR Action Plan include:



D.4.3 Establish a Governance Structure to Guide Decision-Making and Collaboration with Community Stakeholders

Establishing a governance structure is an important element for establishing long-term community recovery efforts that are goal-oriented and supported by public trust. When successfully designed, it will help to establish procedures to help guide efficient decision-making and build consensus on important CDBG issues. These governance structures must define the roles and responsibilities to design, implement, and monitor programs and adhere to the administrative and programmatic requirements of CDBG-DR.

Publicly sharing the processes and procedures of the governance structure, as well as the strategies and goals of the program, will ensure the ongoing trust of important community stakeholders and the public. Furthermore, being able to leverage established communication channels with key community partners will be critical in maximizing the effectiveness of the CDBG programs and expenditure of available funds.

The ISC team will work with the Client to establish and institute a governance structure to guide decision-making and promote collaboration with community stakeholders on important CDBG matters.

D.4.4 Implement the Plan, Monitor Progress, and Report Results

ISC will assist the client, if requested, in the implementation of the CDBG-DR Action Plan, monitoring progress of the CDBG-DR program, and reporting its results. As the sub-grantee, the client must:

- ✓ Establish internal controls to ensure performance and compliance.
- ✓ Provide technical assistance to subrecipients.
- ✓ Review project applications to ensure that all activities are eligible.
- ✓ Ensure that activities are compliant with all other requirements such as Section 3 and affirmatively furthering fair housing.
- ✓ Prepare an Environmental Review Record for each project
- ✓ Assist with preparation of bid documents and procurement
- ✓ Maintain documentation
- ✓ Monitor construction progress and address change orders
- ✓ Develop monitoring plans
- ✓ Track progress to ensure timely recovery.

ISC will utilize our past experience managing CDBG-DR program to develop customized controls and reporting for the client. Program oversight activities will include guidance and coordination of CDBG-DR requirements and the development of progress reports. Progress reports will include both executive level and project level needs to provide insight into the status of the CDBG-DR program. ISC is intimately familiar with HUD's reporting requirements and will provide a reporting structure that adheres to federal reporting requirements.

ISC will staff your CDBG-DR program as appropriate and based on the needs of the affected communities. If necessary, ISC will provide communities with the necessary training and technical assistance to ensure the program is implemented successfully.

D.4.5 Define a Systematic Process to Track Funds and Ensure Compliance

Communities are often overwhelmed with the administrative, reporting, and compliance requirements when millions of federal assistance funding are made available to communities. Developing a systematic process to track and monitor CDBG funds that aligns with your community's existing fiscal management procedures will help to establish efficiencies in managing your CDBG grant funds.

For this reason, ISC has developed a web-based tool to manage data and track the comprehensive CDBG grant management process. ISC's Grant Management Tool can be integrated into your

current 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 expenditure of CDBG funds in real-time.

D.4.6 Prepare Monthly & Quarterly Reports to Demonstrate Progress and Performance

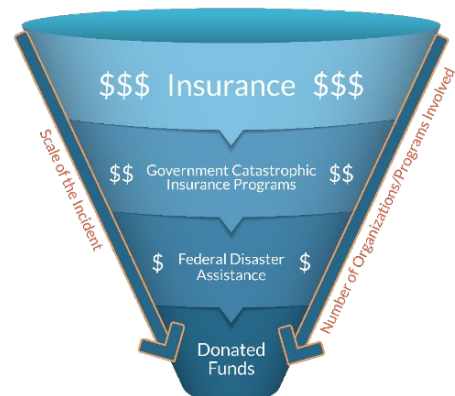
Communities will be required to submit quarterly and annual Project and Expenditure reports through the end of the award period. Throughout the period of performance, ISC will assist the Client in preparing reports for the Department of Housing and Urban Development on behalf of the Client. Our Team will monitor and ensure compliance with all programmatic deadlines and assist in the development of time extension requests, as necessary.

D.4.7 Program Closeout

Prior to closing out the CDBG-DR program, the ISC will perform a validation assessment of program files to ensure forms and documentation are properly recorded for all completed projects. ISC will conduct training of staff to ensure adequate knowledge transfer of CDBG-DR Program administration and reporting requirements, to include HUD DRGR, and have access to all CDBG-DR resources and systems.

D.5 Support for Additional Recovery 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 implemented funded projects. Funding 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.



One of the greatest challenges for a community during post-disaster redevelopment is to navigate the bureaucratic buffet of federal disaster assistance programs, while identifying and pursuing non-federal funding mechanisms to fund those activities that may not be eligible in accordance to the programmatic guidelines of the ninety-three (93) disaster recovery assistance programs and our proprietary collection of over 500 private and non-profit disaster assistance funding sources. ISC will assist you in developing a disaster recovery funding strategy and provide technical support in securing and managing these additional funding opportunities.

Disaster Funding	
Funding Source	Description
Insurance	Insurance is the equitable transfer of the risk of a loss, from one entity to another in exchange for payment. It is a form of risk management primarily used to hedge against the risk of a contingent, uncertain loss. Property insurance provides protection against risks to property, such as fire, theft, or weather damage.
Government Catastrophic Insurance Programs	State Catastrophic Insurance Programs provide coverage to low-probability; high-cost events for select natural disaster such as hurricanes, earthquakes, and floods that are generally excluded from standard insurance policies. Catastrophe insurance is difficult to estimate the total potential cost of an insured loss and a catastrophic event results in an extremely large number of claims being filed at the same time. As a result, government programs such as the NFIP and state catastrophic programs are established to effectively manage hazard risk exposure.
Federal Funding	Presidential Disaster Declarations initiate specific kinds of grants, loans, and common FEMA funding programs. There are also numerous other agencies that provide various support through existing disaster related programs. It is important to note that these federal Disaster Assistance programs are <u>supplemental programs</u> to other funding sources such as insurance and <u>must not duplicate funding</u> provided by other organizations.

D.6 Project Schedule

Project Schedule													
Project Timeline by Phase	Deliverable	Month											
		1	2	3	4	5	6	7	8	9	10	11	12+
Phase 1: Established a Unified Recovery Strategy	✓ Recovery Strategy ✓ Document Maintenance Strategy ✓ Develop Action Plan	✓	✓										
Phase 2: Conduct Detailed Damage Assessments	✓ Conduct Damage Assessments ✓ Damage Inventory ✓ Identify EHP Concerns	✓	✓	✓									
Phase 3: Formulate Project Grants	✓ Develop detail led scopes of work and cost estimates ✓ Coordinate with State/FEMA on RFIs		✓	✓	✓	✓	✓	✓	✓	✓			
Phase 4: Maximize Recovery Funds	✓ Identify mitigation opportunities ✓ Identify alternate/improved projects ✓ Identify additional funding					✓	✓	✓	✓	✓	✓	✓	✓
Phase 5: Manage Grants and Performance	✓ Time extension requests ✓ Request changes in scope or costs ✓ Ensure adherence to policy and regulations ✓ Maintain documentation							✓	✓	✓	✓	✓	✓
Phase 6: Reconcile Funds and Closeout	✓ Reconcile funds ✓ Close out small and large projects											✓	✓

D.7 Implementing Long Term Recovery Operations

Over the past 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. This expertise is culminated into community recovery plans that are operationally relevant and effective.

Following catastrophic disasters, ISC provides technical programmatic support to Emergency Support Function (ESF) 14: Long-term Community Recovery. ESF 14, led by the Department of Homeland Security (DHS): Federal Emergency Management Agency (FEMA) augments and provides support to local and state catastrophic disaster recovery efforts. ESF 14 fulfills this objective by cultivating the long-term vision of the community, facilitating in the development of key stakeholder long-term support, addressing local recovery needs, and by creating a mechanism that will guide the community's long-term recovery efforts. ISC works in concert with FEMA and a multitude of federal partner agencies to coordinate the federal response by identifying significant long-term impacts, addressing local recovery needs, and fostering resilient and sustainable community disaster recovery.

- **Program Management and Support:** ISC provides program support to long-term recovery operations and to 1) foster partnerships and convene meetings, 2) ensure appropriateness of participation, 3) empower communities and its leadership, 4) coordinate ESF 14 activities with interagency programs and other Federal partners, and 5) promote resilient and sustainable disaster recovery.
- **Disaster Recovery Technical Support:** ISC provides technical support in the development of Long-term Community Recovery Plans, which cross reference community needs with a common long-term recovery community vision. This process incorporates common planning principles into the recovery process, improving a community's ability to ensure sustainable, long-term disaster recovery.
- **Committee and Workgroup Governance Development:** Utilizing our expertise in disaster recovery, emergency planning, and steering committee management, ISC is able to provide critical technical support in the creation of and guidance to community recovery steering committees and workgroups.
- **Community Outreach and Preparedness Development:** Successful community recovery is contingent upon the timely engagement of the target community to foster "communitas" (the collective "we"), educating community leaders and key stakeholders, and engaging the public. ISC is able to incorporate its community outreach expertise to use proven methods that foster group collaboration through consensus building and mitigation of group conflict, ensuring a politically salient process that will promote community accord, minimize cost/delays, improve the decision-making process, maintain community credibility, and improve efficiency of recovery project implementation.
- **Grant Management and Procurement Support:** ISC assesses, evaluates, and identifies funding sources and opportunities for high priority projects identified in the project formulation process. This process engages State and Federal partners and programs including several FEMA, HUD, and SBA disaster recovery programs.

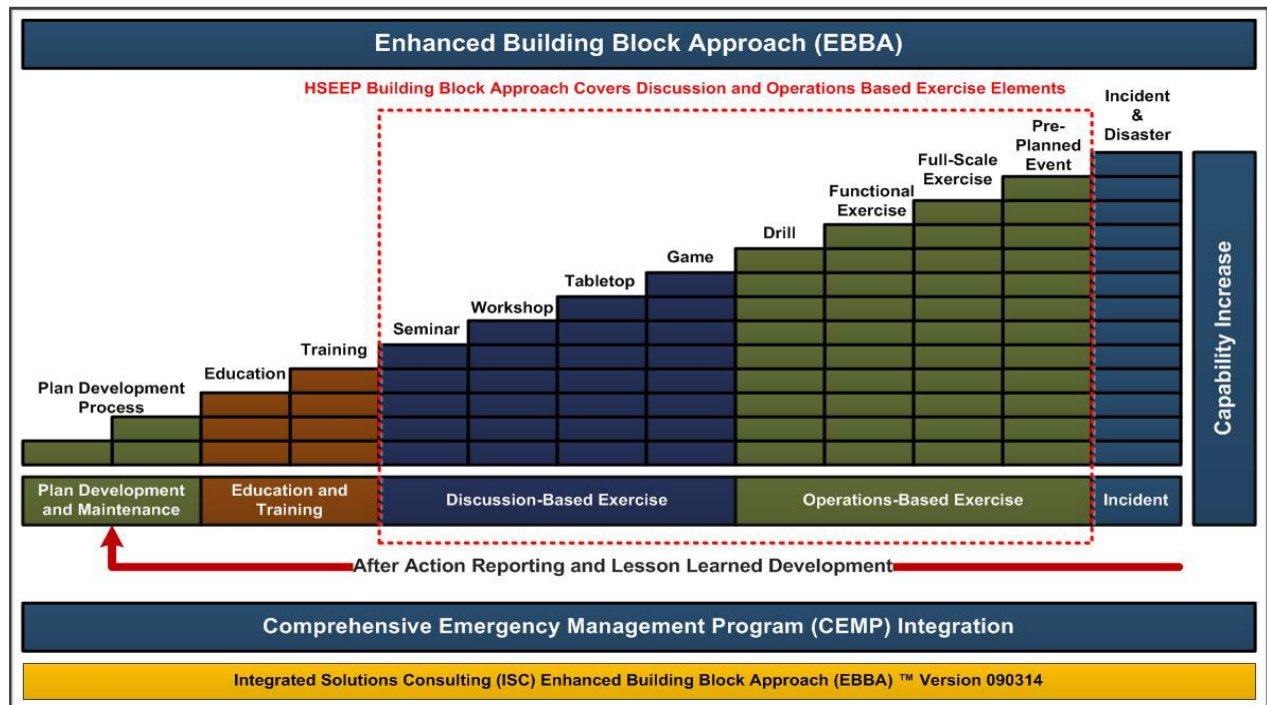
D.8 Training Approach

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.



D.8.1 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.

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):

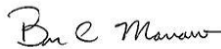
1. 3-Year operating income as a percentage of revenue was -5%, -20%, and 1% for 2019, 2020 and 2021 respectively.
2. Working capital turnover was 769.42% (based on ending working capital balances)
3. Quick ratio was 119.0%
4. The revenue growth rate was -3%, -3%, and +34% for 2019, 2020, and 2021 respectively

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 #23-16

Disaster Recovery Consulting Services

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

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

NAME OF BUSINESS:	Integrated Solutions Consulting, Corp.
CONTACT PERSON:	Dan Martin
EMAIL ADDRESS:	Dan.Martin@i-s-consulting.com
AUTHORIZED SIGNATURE:	<i>Dan Martin</i>

ITEM #	EMPLOYEE/SERVICE CATEGORY	ESTIMATED HOURS *	HOURLY RATE	EXTENDED COST
1	Senior Grant Consultant	60	\$134.88	\$8,092.80
2	Reimbursement Specialist	200	\$102.52	\$20,504.00
3	Grant Management Consultant	500	\$110.28	\$55,140.00
4	GIS Analyst	50	108.19	\$5,409.50
5	Administrative Support Staff	100	\$67.15	\$6,715.00
TOTAL COST:				\$ \$95,861.30

*These hours are not intended to represent the actual contract amount, but are an estimated representation of annual work.

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	Project Manager	30	\$195.08	\$5,852.40
2	Engineer / Cost Estimator	50	\$170.14	\$8,507.00
3	Subject Matter Expert	40	\$194.99	\$7,799.60
4	Recovery Consultant	100	\$146.28	\$14,628.00
5	Senior Recovery Consultant	100	\$175.38	\$17,538.00

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

Senior Grant Consultant/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

GREGORY GENTLES

Senior Grant Consultant



PROFILE

Gregory Gentles is a highly skilled Disaster Specialist with an extensive background in disaster recovery working at ISC. He has deployed to 25 federally declared disasters throughout his 19 years of experience in various roles for disaster types including but not limited to fires/wildfires, floods, straight-line winds, and hurricanes.

Throughout his career, Mr. Gentles has worked in positions including Debris Monitor, Debris Specialist, Project Specialist, Public Assistance Coordinator (PAC), Quality Assurance and Quality Control (QA/QC), Program Delivery Manager (PDMG), FEMA CRC Document Validation Specialist (DVS), and Public Assistance Task Force Lead (PATFL).

His wealth of knowledge in the PA Program, debris eligibility, monitoring and removal, damage assessments, 404/406 mitigation, writing project worksheets (categories A-G), and his extensive background, make him a superior asset to any deployment, allowing him to see disasters in its numerous phases and variances, in the field and in leadership roles. He has also written and won several appeals for the State of New Jersey and has prepared their grants proposal request.

EXPERTISE & CERTIFICATIONS

- Accredited Insurance Claim Adjuster (ACA),
- OSHA 10 Hour Construction Safety and Health
- Louisiana Department of Environmental Quality Asbestos Contractor Supervisor
- FEMA Public Assistance
- FEMA PA Policy and Guidelines; PAPPG, 44 CFR, SRIA, Stafford Act, 2 CFR
- PA Eligibility
- Grants Manager/Grants Portal
- Project Manager
- 404/406 Hazard Mitigation
- FEMA Cost Estimates (CEF/RS Mean)
- Large Debris Operations
- Writing Project Worksheets
- Catastrophic Claims Adjuster
- Damage Assessments
- Health & Social Services

YEARS OF EXPERIENCE

- 19+ years of experience

EDUCATION

- High school diploma
- Two years Miami Dade County Community college

RELEVANT PROJECT EXPERIENCE

- LA – DR 4559 Hurricane Laura & LA – DR 4570 Hurricane Delta; Senior Grants Manager; ISC; 2019 – 2022
- SERCO's FEMA Program Delivery Task Force Lead for MN – DR 4442 Winter Storm and Flooding; Sedona Technologies; 2019 – 2020
- Consolidated Resource Center Public Assistance Delivery Process Document Validation Specialist for Florida – DR 4337 Hurricane Irma; AECOM Recovery; 2018 – 2019
- Joint Field Office's Program Delivery Managers CA – DR 4301/4305/4308 Winter Storms; AECOM Recovery; 2017
- PA FEMA Technical Assistance Contractor Project Formulation Specialist FEMA TX – DR 4266/4269/4272 floods; AECOM Recovery; 2016 – 2017
- Jonas Severe Winter Storms and Snowstorms (DR-4264-NJ); East Rutherford, NJ; Accurate Amendment Solutions LLC; 2016
- Public Assistance Coordinator, SRO, New York DR 4085; AECOM Recovery; 2013 – 2015
- PA FEMA Technical Assistance Contractor/FEMA Debris Specialist; FEMA – 4085 - DR- NY Hurricane Sandy; AECOM; 2013
- PA Project Specialist FEMA – 4020 and 4031-DR-NY New York Hurricane Irene; AECOM 2012
- PA FEMA Technical Assistance Contractor/FEMA Debris Specialist, FEMA - 1980- DR-MO Joplin Tornado; AECOM; 2011
- PA Project Specialist FEMA – 1934 DR-MO Missouri severe storm and flooding; AECOM; 2010
- PA Project Specialist ERPMC FEMA – 1895 DR-MA Massachusetts severe Flooding; AECOM; 2010
- PA Project Specialist/Debris Specialist, ERPMC FEMA – 1857-DR-NY New York State severe storms and flooding; AECOM; 2009
- PA Project Specialist, ERPMC FEMA – 1825 – DR – WA Washington State Flooding; AECOM; 2009
- PA Debris Specialist, ERPMCFEMA Mississippi Standing Dead Tree Removal Program Disaster MS DR 1604 Hurricane Katrina; AECOM; 2008 – 2009

PHIL GANEZER

Reimbursement Specialist



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 GANEZER

Reimbursement Specialist



- 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%.

THOMAS RIDDLE

Senior Grant Manager 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 Grant Manager 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.

JACOB HALLEY

GIS Analyst



PROFILE

Jacob Halley has 18+ years of experience in emergency management/disaster response and recovery assisting in the development and execution of all-hazards community mitigation, preparation, response, and recovery programs with a specialized emphasis in GIS mapping analyses. Mr. Halley has extensive experience in developing homeland security exercise programs for public and private sector entities and has also been involved in leadership roles in community team building, project development, and technology integration. He has developed local hazard mitigation plans in the private sector, provided support and training opportunities for homeland security exercises in both the private and public sector, and has trained law enforcement agencies in active shooter preparedness scenarios.

EXPERTISE & CERTIFICATIONS

- Federal Aviation Administration: Small Unmanned Aircraft (SUAS) Part 107 Certified
- Federal Emergency Management Agency: (HSEEP) Train the Trainer Certified
- NIMS/ICS 100, 200, 300, 400, 700 and 800
- University of Louisiana Monroe Active Shooter Train the Trainer Certified
- ArcGIS Desktop and Online, TerraSync and ESRI ArcPad, FEMA HAZUS-MH
- VISUM evacuation clearance application

YEARS OF EXPERIENCE

- 18+ years of experience

EDUCATION

- Geographic Information Science (GISc) Major, Louisiana Tech University

RELEVANT PROJECT EXPERIENCE

- Hazard Mitigation Plan (HMP) Update; Lake County IL; Lead Mitigation Planner; Integrated Solutions Consulting; 2021 – 2022
- HMP Update; Isabella County MI; Lead Mitigation Planner; Integrated Solutions Consulting; 2021 – 2022
- HMP Update; City of Detroit, MI; Lead Mitigation Planner; Integrated Solutions Consulting; 2021
- Evacuation Clearance Study; Miami Dade County; Lead developer and modeling specialist for VISUM software application; 2021
- HMP Update; Mississippi Emergency Management Agency District 2; Lead GIS specialist and planner; Witt O'Brien's; 2019 – 2020
- HMP Update; Mississippi Emergency Management Agency District 4; Lead GIS specialist and planner; Witt O'Brien's; 2019 – 2020
- HMP Update; Mississippi Emergency Management Agency District 6; Lead GIS specialist and planner; Witt O'Brien's; 2019 – 2020
- State HMP Update; Mississippi Emergency Management Agency; Lead GIS specialist and planner; Witt O'Brien's; 2019
- Hurricanes Irma and Maria; Puerto Rico Office of Emergency Management (PREMA); Lead GIS Specialist DCMC Partners; 2017
- Hurricane Matthew Debris Operations; Savannah, GA; Lead GIS Specialist and Filed Supervisor Debris Monitoring; Witt O'Brien's; 2016 – 2017
- Hurricane Matthew Debris Operations; Fripp Island SC; Lead GIS Specialist and Filed Supervisor Debris Monitoring; Witt O'Brien's; 2016 – 2017
- Hurricane Hermine Debris Operations; Leon County/Tallahassee, FL; Lead GIS Specialist and Filed Supervisor Debris Monitoring; Witt O'Brien's; 2016 – 2017
- USDA Avian Influenza Outbreak; Minnesota Emergency Operation Center Activation; Supply Unit Lead; Witt O'Brien's; 2014 – 2015
- Hurricanes Katrina, Rita, Gustav, and Ike; State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness; Reviewing approximately 30 local Hazard Mitigation Plans; Witt O'Brien's; 2009 – 2012

DAVID SAYERS

Grant Manager 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

Grant Manager 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 Grant Management Consultant/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 Grant Management Consultant/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 Grant Management Consultant/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

Subject Matter Expert



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

Subject Matter Expert



- 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

DARRYL MARSHALL

Grant Management Consultant



PROFILE

Mr. Darryl Marshall has been working disaster recovery and response since 2007. He began his disaster recovery career with GOHSEP, supporting the Hazard Mitigation Grant Program (HMGP), CDBG and The Road Home Program. Mr. Marshall has deployed to numerous disasters and honed his skills working with Catholic Charities and Long-Term Recovery programs. Most recently, Darryl served as a Program Delivery Manager (PDMG) working in Grant Manager and has performed closeouts on various applicants. Darryl is well versed in FEMA's laws, regulations, and policies in the PAPPG and 44CFR.

Mr. Marshall has exceptional computer skills and written and oral communication skills. He is accomplished in organizing financial data from internal and external resources and producing reports, as necessary. Darryl is proficient in Microsoft Office, and is predominate in the use of Excel, developing and building spreadsheet reports, optimizing its' functions and capabilities.

EXPERTISE & CERTIFICATIONS

- Grants Manager/Grants Portal
- FEMA PA Program Delivery Manager
- FEMA PA Site Inspector
- FEMA PA/IA Policy and Guidelines
- FEMA IA Policy and Guidelines
- Community Disaster Block Program
- Financial Management
- Long-Term Recovery
- Hazard Mitigation
- Project Management
- Worltrac
- Metastorm

YEARS OF EXPERIENCE

- 16+ years of experience

EDUCATION

- B.S. Electronics Engineering Technology

RELEVANT PROJECT EXPERIENCE

AECOM Recovery, Program Delivery Manager, 2018 – 2020

- DR-4332-TX Hurricane Harvey
- Apply PA knowledge and skills in recovery and mitigation issues at the Branch II Texas Recovery Office. Coordinate, guide and assist in activities to ensure continuity of essential functions.
- Manage recovery projects of State and Territorial governments, local, Tribal and Private nonprofit organizations.
- Conduct recovery scoping meetings to document damages and obtain necessary documentation.
- Coordinate with Hazard Mitigation, EHP, site inspectors and State Recovery Officers to ensure PA policy followed.
- 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

Catholic Charities, Disaster Case Manager Supervisor, 2016 – 2018

- Louisiana Flood 2016
- Supervise disaster Case Management operations for assigned area. Supervise team, coordinate with State DCM Program Manager, local Long-Term Recovery groups and local communities, and the development and implementation of standard documentation practices and procedures for the identification of resources for individuals and families.
- Obtain funds for disaster survivors. Ensure accurate documenting.
- Completes all required statistical, fiscal and narrative reporting activities to the State, FEMA, Agency and others as requested.
- Compile and analyze data, report recommendations.
- Prepare weekly reports and financial data.
- Develop and maintain working relationships with other community-based organizations for reasons of advocacy, education, resource development and public relations

Governor's Office of Homeland Security (GOHSEP), State Applicant Liaison, 2015 – 2016

- DR-1603-1607-LA Hurricane Katrina and Rita
- Provide technical assistance to Applicants on the full spectrum of FEMA HMA programs.
- Develop local knowledge of all mitigation programs. Work with local governments, state agencies and private nonprofit organizations to provide visibility and establish confidence in programs.
- Assist potential Applicants with the Hazard Mitigation Grant Program (HMGP) process. Assist HM officials with briefings

DARRYL MARSHALL

Grant Management Consultant



Providence Engineering Office of Community Development, Disaster Recovery Analyst, 2014 – 2015

- DR-1603-1607-LA Hurricanes Katrina and Rita
- Maintain knowledge with CDBG disaster requirements relative to homeowner participation and construction work.
- Review, evaluate and provide analysis to management on Grantees' applications for recovery funding.
- Research homeowner issues and coordinates with senior staff to resolve barriers to applicant participation in the program.
- Complete reviews for compliance, advise team on homeowner eligibility to participate. Review files, to ensure complete and accurate. QA/QC for payments, duplication, fraud, waste, and abuse of funds. Prepare grant files for closeout

Innovation Emergency Management (IEM), HMGP Field Team Specialist, 2014 – 2015

- DR-4085-NY Hurricane Sandy
- Work with NY State officials and government administrators on hazard mitigation options and grant administration services related to HMGP.
- Demonstrate knowledge and understanding and application of 404 HMGP as outlined in Stafford Act, 44 CFR and FEMA Policy and regulations.

Procter and Gamble, Shipment / Production Planner, 2011 – 2013

- Utilize SAP for supply chain management to help ensure delivery of order to customers, improve responsiveness and control costs.
- Work in the logistics execution functionality of SAP covering the areas of warehouse management, inbound, receiving and shipping processing.
- Maintain all master data, system configuration and transactions to complete the "plan to produce" process which is inclusive of long and short term planning, material requirement planning (MRP) and insuring all data is maintained to execute a produce to demand strategy.
- Coordinator with forwarding companies to schedule outbound / inbound shipments.
- Prioritize and update status of shipment as needed.

Hammerman & Gainer, Disaster Recovery Case Manager, 2009 – 2011

- Process applications through the Hazard Mitigation Grant Program (HMGP) for applicants receiving CDBG, Elevation grant, and IMM.
- Utilize software such as JIRA, eGrants, ePortal, WorlTrac, and Metastorm to process grants and grant writing for HMGP.
- Collect all necessary documentation from homeowners to submit for approval by GOHSEP and FEMA.
- Collect all data needed to determine homeowner interest via Excel spreadsheet.
- Determine status of FEMA clearance, perform continued eligibility determinations, potential payments, internal appeals, homeowner consultations, quality assurance, mass mailings and subsequent data entry, project completion, database management, and closeout.
- Train case managers on new policies and procedures via PowerPoint presentation

Quadel, Disaster Recovery, Hurricanes Katrina and Rita, Advisor, 2007 – 2009

- Assist families in securing housing and financial assistance by serving as liaison between The Road Home program applicants and the Title company representatives.
- Help families understand and complete required documentation.
- Conduct face-to face meetings to describe program options and offer technical assistance to the family in choosing the best program option for them (rebuild, replace, or buy-out).
- Perform preliminary and final calculations of all options and provide the family with a clear and concise presentation of the options

DISASTER/CDBG LIST:

- Disasters since 2007: CDBG, HUD, HMGP, Road Home Program, Long-Term Recovery
- DR-1603-LA, DR-1607-LA 2009-2011, CDBG Specialist. Reference: George Hart 504.679.1888 (Hammerman and Gainer)
- DR-1603-LA, DR-1607-LA 2014-2015, CDBG Specialist. Reference: Kimberly Lundy 225.802.3544 (Office of Community Development)

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.

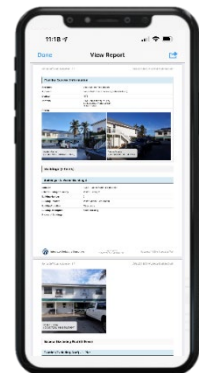
REAL-TIME TRACKING	Tracking and reporting of grant funding allows your organization to expedite disaster recovery efforts and maximize reimbursement
CUSTOMIZABLE	Personalized dashboard reports allow for transparency and help guide the execution and management of disaster grant allocations
DATA ACCESS	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.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 1/9/2024

SUBJECT: (C11c) Approval of Task Authorization No. 1 with Ohlson Lavoie Corporation for design services for Park Restrooms at City Center Sports Complex

DEPARTMENT: Parks & Recreation

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 1 with Ohlson Lavoie Corporation for design services for City Park restrooms located near City Center Ball Fields #4&5 for an amount not to exceed \$55,200.00 and authorize the Mayor and City Clerk to sign all necessary documents.

SUMMARY: Task Authorization #1 is for design services for QPC204 Restroom/Concession Facility at City Center Sports Complex (Soccer fields and Baseball fields 4 & 5). The bathrooms are new and will provide facilities for fields 4 and 5, as well as the soccer fields on the hill. Currently, there are port-o-lets at this location. The design services consist of providing a prefabricated restroom building including architectural, civil engineering, and survey work necessary to complete the project. The task authorization is in accordance with the Master Contract for Architectural Services dated 17th day of May, 2022. The project is funded under 317 General Capital Replacement fund. The amount of the task authorization is \$55,200.00.



PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Ohlson Lavoie Corporation RFSQ Task Authorization No 1 Design Services for Park Restroom Building	Ohlson Lavoie Corporation RFSQ Task Authorization No 1 Design Services for Park Restroom Building.pdf
2.	Port Orange City Park Restroom _Fee Proposal- 12-08-2023	Port Orange City Park Restroom _Fee Proposal- 12-08-2023.pdf
3.	OLC Master Contract	OLC Master Contract.pdf

Jennifer Cox	Created/Initiated - 12/8/2023
Susan Lovallo	Approved - 12/8/2023
Jill Poolman	Approved - 12/20/2023
John McKinney	Approved - 12/22/2023
Matthew Jones	Approved - 12/22/2023
Wayne Clark	Approved - 12/28/2023
Tracee Cody	Final Approval - 12/29/2023

TASK AUTHORIZATION NO. 1
Master Contract for Architectural Services dated May 17, 2022
Between the City of Port Orange, Florida and Ohlson Lavoie Corporation

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 **OHLSON LAVOIE CORPORATION**, a Colorado corporation with its principal place of business at 2295 South Hiawasse Road, Suite 310, Orlando, Florida 32835 ("Architect"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Architectural Services, as dated above, 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. In addition to all other terms and conditions contained in the Contract, Architect shall provide services relating to architectural, civil, and survey design services for a prefabricated restroom building, and as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Architect shall complete the services to be provided herein within 365 days of the date of written notice by the City to the Architect.
4. In return for the services identified above, the City agrees to compensate Architect at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed \$55,200.00. 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.
5. Truth-in-Negotiations
 - (a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth- in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - (b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has

disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization

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 Architect 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:

OHLSON LAVOIE CORPORATION

Printed Name: _____

By: _____
Hervey R. Lavoie, President

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1”

Architect's Quote

11/11/2014

Consisting of 4 Pages



Dec 7, 2023

Susan L. Lovallo, CPRP
Parks & Recreation Director
slovallo@port-orange.org
City of Port Orange
386.506.5851

RE: Agreement for Design Services Proposal
City Park restroom addition – City of Port Orange

Dear Susan,

Thank you for the opportunity to present a proposal for design services for the City Park restroom addition project.

Our proposal is intended to be inclusive of all design work necessary to provide a prefabricated restroom building including Architectural, Civil and Survey work necessary to complete the project. We have included a team of consultants experienced in this type of project including:
Catalyst Design Group as the civil engineering and landscape consultant.
L & S diversified for site survey

Your signature on the attached **AGREEMENT FOR DESIGN SERVICES** will authorize us to begin work.

Please advise if any aspect of our proposal could be modified to better serve your needs.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Elsheikh", written over a light gray rectangular background.

Maged Elsheikh
Senior Principal, Architect
OLC
Architecture | Interiors | Aquatics

2295 S. Hiawassee Road, Suite 310
Orlando, FL 32835
E: melsheikh@olcdesigns.com
O: 407.992.0470 M: 407.342.3565

AGREEMENT FOR DESIGN SERVICES

Dated: Dec 8, 2023

Between:	CLIENT	And	ARCHITECT
	City of Port Orange 1000 City Center Circle Port Orange, FL 32129		Ohlson Lavoie Corporation 2295 S. Hiawassee Rd., Suite 310 Orlando, FL 32835
Contacts:	Susan L. Lovallo, CPRP Parks & Recreation Director City of Port Orange 386.506.5851 slovallo@port-orange.org		Maged Elsheikh Senior Principal, Architect O: 407.992.0470 M: 407.342.3565 melsheikh@olcdesigns.com

Project: City Park restroom addition – City of Port Orange
Description: City Park restroom addition project includes adding a prefabricated concrete 4 stalls building and provide the utility connection, resod and plant disturbed landscape and irrigation.

Project Schedule: OLC can begin design work immediately upon your authorization to proceed.
Owner responsibility

- Provide complete information in a timely manner regarding the requirements for and limitations of the Project.
- Provide legal descriptions, and other site information necessary for OLC to provide the services listed in this agreement.

TASK1 ASSESSMENT AND DATA COLLECTION

Scope of Work: During this phase, OLC team will conduct the following tasks:

- Provide a survey of the proposed area, tree location, existing underground utility.
- A kick-off meeting with the City's Parks and Recs project manager to clearly define the scope and expectations. Understand the surroundings, constraints and limitations of the site and initial budget.
- Communicate with prefabricated buildings suppliers, select bases of design + at least one alternative supplier.
- Recommend prefabricated building supplier to the City team to start the negotiation.

Schedule: 8 Weeks

Fee: \$20,000

Site visits: 1 site visit to investigate the existing condition + virtual meetings as needed.

Reimbursable: \$1,600

TASK2 CONSTRUCTION DOCUMENTS AND PERMITTING

Scope of Work: During this phase, OLC will conduct the following tasks:

- Produce construction ready- bid-ready documents that include the following: -
 - Architectural.
 - Civil.
 - Landscape and Irrigation.
- City of Port Orange administrative site plan review
- SJRWMD De Minimus Exemption
- FDEP Water & Wastewater exemptions
- Assist the GC in obtaining permits and responding to reviewers' comments.
- Deliverables will be submitted for owner review in the following stages:
 - 90% Construction Document Package.
 - Did documents/ permit documents package.

Schedule: 12 Weeks for documentation then submit for permitting and bidding.

Fee: \$20,000

Site visits: Virtual meetings as needed.

Reimbursable: 0

TASK 3 CONSTRUCTION ADMINISTRATION SCOPE

Scope of Work:	During this phase, OLC will conduct the following tasks: • Respond to RFIs. • Review and approve submittals. • Attend monthly meetings with the owner and General Contractor by the architect and civil engineer representatives. • Attend bi-weekly virtual meetings in between the monthly meeting. • Final Certification.
Schedule:	3 months for construction included in this fee proposal.
Fee:	\$12,000 Extended construction to be charged as additional service with \$ 4,000 / month.
Site visits:	Monthly site visits and OAC meetings for architects + Bi-weekly virtual meetings for architects.
Reimbursable:	\$1,600
Total Base Fee:	\$52,000
Reimbursable:	\$3,200

Additional Services: OLC can assist the CLIENT with services beyond those indicated above and not included in this agreement at a negotiated sum or our standard hourly rates. OLC will notify the CLIENT before commencing any additional services.

- Geotechnical investigation and report if it is required by the prefabricated building supplier.
- Cost estimation services.
- As-built drawings.
- Environmental assessment.

- Construction administration services beyond 3 months starting with general contractor Notice to Proceed. Such services will be charged at \$4,000/ month or part of.

Hourly Rates: Hourly rate will be based on the rate approved in the on-call contract

Reimbursable Expenses: CLIENT will reimburse OLC for expenses incurred in the course of delivery of these services at **1.1** times the cost. Such expenses include transportation costs, lodging, delivery services, communications, Revit BIM360 hosting, printing, plotting, reproduction, and other direct expenses.

Billing: Fees, additional services, and reimbursable expenses will be billed monthly. Payments are due and payable 30 days from the OLC's invoice date. Amounts unpaid 45 days after the invoice date shall incur a 1% monthly service charge on the outstanding balance until paid.

- Other:**
- The laws of the State of Florida shall apply the provisions of this agreement.
 - OLC's liability for any negligent acts, errors, or omissions under this contract shall not exceed the total amount of fees incurred.
 - Should CLIENT terminate this agreement for any reason, OLC shall be reimbursed for services performed to the termination date at OLC standard hourly rates or as listed above.

Authorization: By signing below, the undersigned affirm that they are authorized to enter this agreement.

CLIENT:

See Task Authorization Page 4

Signature

__/__/__

Date:

Name:

Title :

For: **City Of Port Orange**

OLC:



Signature

12/08/2023

Date:

**Name: Maged Elsheikh
Senior Principal,
Architect**

For: Ohlson Lavoie
Corporation



Dec 7, 2023

Susan L. Lovallo, CPRP
Parks & Recreation Director
slovallo@port-orange.org
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Please advise if any aspect of our proposal could be modified to better serve your needs.

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Maged Elsheikh
Senior Principal, Architect
OLC
Architecture | Interiors | Aquatics

2295 S. Hiawassee Road, Suite 310
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Contacts:	Susan L. Lovallo, CPRP Parks & Recreation Director City of Port Orange 386.506.5851 slovallo@port-orange.org		Maged Elsheikh Senior Principal, Architect O: 407.992.0470 M: 407.342.3565 melsheikh@olcdesigns.com

Project: City Park restroom addition – City of Port Orange
Description: City Park restroom addition project includes adding a prefabricated concrete 4 stalls building and provide the utility connection, resod and plant disturbed landscape and irrigation.

Project Schedule: OLC can begin design work immediately upon your authorization to proceed.
Owner responsibility

- Provide complete information in a timely manner regarding the requirements for and limitations of the Project.
- Provide legal descriptions, and other site information necessary for OLC to provide the services listed in this agreement.

TASK1 ASSESSMENT AND DATA COLLECTION

Scope of Work: During this phase, OLC team will conduct the following tasks:

- Provide a survey of the proposed area, tree location, existing underground utility.
- A kick-off meeting with the City's Parks and Recs project manager to clearly define the scope and expectations. Understand the surroundings, constraints and limitations of the site and initial budget.
- Communicate with prefabricated buildings suppliers, select bases of design + at least one alternative supplier.
- Recommend prefabricated building supplier to the City team to start the negotiation.

Schedule: 8 Weeks

Fee: \$20,000

Site visits: 1 site visit to investigate the existing condition + virtual meetings as needed.

Reimbursable: \$1,600

TASK2 CONSTRUCTION DOCUMENTS AND PERMITTING

Scope of Work: During this phase, OLC will conduct the following tasks:

- Produce construction ready- bid-ready documents that include the following: -
 - Architectural.
 - Civil.
 - Landscape and Irrigation.
- City of Port Orange administrative site plan review
- SJRWMD De Minimus Exemption
- FDEP Water & Wastewater exemptions
- Assist the GC in obtaining permits and responding to reviewers' comments.
- Deliverables will be submitted for owner review in the following stages:
 - 90% Construction Document Package.
 - Did documents/ permit documents package.

Schedule: 12 Weeks for documentation then submit for permitting and bidding.

Fee: \$20,000

Site visits: Virtual meetings as needed.

Reimbursable: 0

TASK 3 CONSTRUCTION ADMINISTRATION SCOPE

Scope of Work:	During this phase, OLC will conduct the following tasks: • Respond to RFIs. • Review and approve submittals. • Attend monthly meetings with the owner and General Contractor by the architect and civil engineer representatives. • Attend bi-weekly virtual meetings in between the monthly meeting. • Final Certification.
Schedule:	3 months for construction included in this fee proposal.
Fee:	\$12,000 Extended construction to be charged as additional service with \$ 4,000 / month.
Site visits:	Monthly site visits and OAC meetings for architects + Bi-weekly virtual meetings for architects.
Reimbursable:	\$1,600
Total Base Fee:	\$52,000
Reimbursable:	\$3,200

Additional Services: OLC can assist the CLIENT with services beyond those indicated above and not included in this agreement at a negotiated sum or our standard hourly rates. OLC will notify the CLIENT before commencing any additional services.

- Geotechnical investigation and report if it is required by the prefabricated building supplier.
- Cost estimation services.
- As-built drawings.
- Environmental assessment.

- Construction administration services beyond 3 months starting with general contractor Notice to Proceed. Such services will be charged at \$4,000/ month or part of.

Hourly Rates: Hourly rate will be based on the rate approved in the on-call contract

Reimbursable Expenses: CLIENT will reimburse OLC for expenses incurred in the course of delivery of these services at **1.1** times the cost. Such expenses include transportation costs, lodging, delivery services, communications, Revit BIM360 hosting, printing, plotting, reproduction, and other direct expenses.

Billing: Fees, additional services, and reimbursable expenses will be billed monthly. Payments are due and payable 30 days from the OLC's invoice date. Amounts unpaid 45 days after the invoice date shall incur a 1% monthly service charge on the outstanding balance until paid.

- Other:**
- The laws of the State of Florida shall apply the provisions of this agreement.
 - OLC's liability for any negligent acts, errors, or omissions under this contract shall not exceed the total amount of fees incurred.
 - Should CLIENT terminate this agreement for any reason, OLC shall be reimbursed for services performed to the termination date at OLC standard hourly rates or as listed above.

Authorization: By signing below, the undersigned affirm that they are authorized to enter this agreement.

CLIENT:

__/__/__

Name:

Title :

Signature

Date:

For: **City Of Port Orange**

OLC:



12/08/2023

Name: Maged Elsheikh
Senior Principal,
Architect

Signature

Date:

For: **Ohlson Lavoie Corporation**



CITY OF PORT ORANGE MASTER CONTRACT FOR ARCHITECTURAL SERVICES

This Master Contract for Architectural Services ("Contract") is entered into this 17 day of May, 2022, 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 OHLSON LAVOIE CORPORATION ("Architect"), a Colorado corporation whose principal address is 2295 South Hiawasse Road, Suite 310, Orlando, Florida 32835. The City and Architect are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Architect hereby agrees to provide the following services to the City of Port Orange:

(i) Professional continuous architectural design and consulting services to provide various renovation, restoration, construction and general consulting projects, and may include preparation of design and specifications, conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction, in accordance with Consultants Competitive Negotiation Act, and as more specifically described in City of Port Orange Request for Statements of Qualifications No. 22-03 ("RFSQ 22-03") This Contract together with RFSQ 22-03, and Architect's Proposal, all of which may be referred to as the "Master Contract" and/or "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 Services and Requirements, and the Architect's Hourly Rate Proposal as submitted by the Architect in Architect's Response; are attached hereto as Exhibit "1." A complete copy of RFSQ 22-03 is available in the Office of the City Clerk. Architect represents that they are familiar with the documents that make up the Contract, as referenced herein above.

(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 on behalf of the City and shall continue for a period of three (3) years (the "Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2) additional one-year terms, upon review and approval of City Manager and budget appropriation.

Manner and Place: The Architect shall perform the services as outlined in each project assignment, in accordance with the Master Contract for Architectural Services as required on all City owned facilities and properties (i.e. rights-of-way) 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. Architect shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Architect acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Architect or require the City to place any orders for work or service. Authorization for performance of services by the Architect under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Architect. A sample Task Authorization is attached hereto as Exhibit "2." The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. The City reserves the right to contract with other Parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

3. City Obligations. The City reserves the right to utilize lump sum or hourly rate compensation, at the hourly rate compensation as set forth in Exhibit "1." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual written agreement of the Parties. The City's obligation to pay Architect under this Contract is limited to an amount 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. The Architect shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Architect shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Architect's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Architect and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Architect. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

4. Contract Administration. The Purchasing Manager, Jill Poolman ("Contract Administrator"), shall perform contract administration of this Master Contract. The Department Head requesting the Task Authorization under this Master Contract, shall preform the Contract Administration for their respective Task Authorization for services. For notice provisions, see the paragraph entitled "Notice." The work shall be under the direction of the authorized Contract Administrator who shall have final decision authority for all phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Architect shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Architect's negligent performance of the services furnished under this Contract.

5. Statement if Architectural Services. The Architect shall:

- (a) Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval.

- (c) Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other Architectural services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this Contract:
 - (i) Site Visits/Special Permits. The Architect shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs. The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
 - (iii) Working Drawings and Specifications. After the preliminary sketches and opinion of probable construction costs have been approved, the Architect shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Architect shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.
 - (iv) Original Drawings - Final Plans. Upon approval of final plans the Architect shall deliver to the City one set of original drawings in such medium and on such materials as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this Contract be terminated by the City the Architect shall deliver to the City one set of original drawings as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
 - (v) Revision of Final Drawings and Specifications. The Architect shall, without additional fee, correct and revise the drawings, specifications, or other materials

furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Architect is responsible.

- (vi) Bidding. The Architect shall perform all necessary Architectural services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

6. Responsibility of the Architect. The Architect shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Architect under this Contract. The Architect shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

7. Reuse of Documents. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Architect's work produced in the performance of this Contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including drawings and specifications prepared by the Architect pursuant to this Contract are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by the City of others for any other project. Reuse for another project without written verification or adaption by Architect for the specific purpose intended will be at the City's risk. Any such verification or adaption will entitle Architect to further compensation at rates to be agreed upon by the City and Architect. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Architect.

8. Expert Witness. The Architect shall serve as an expert witness for the City in any legal proceedings regarding this Project if the City so requests. The expert witness fee for Architect shall be negotiated at the time the Architect is called as an expert.

9. Modifications to Scope of Work/Change Orders.

- (a) Change Orders. The Contract Administrator, upon written approval 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 one or more of the following: the services to be performed, the contract price of 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 Architect's cost of, or time required for performance of the work hereunder, Architect shall receive an equitable adjustment and the Contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.
- (c) Any claim by the Architect for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Architect of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the Contract. The Architect shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Architect shall not be entitled to payment for a charge for any extra work or material.

10. Subcontractors and Outside Associates and Consultants. Any subcontractors and outside associates or consultants required by the Architect in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified and approved in writing by the Contract Administrator. Any

substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

11. Termination.

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Architect of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Architect shall:

- (i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- (ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.
- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- (iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Architect under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (v) Settle all outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.
- (vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.

a. The fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

b. The completed or partially completed plans, drawings, information, and other property which, if the Contract has been completed, would have been required to be furnished by the City.

- (vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Architect shall submit to the City's Contract Administrator its termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Architect made in writing such thirty (30) days period or authorized extension thereof. Upon failure of the Architect to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him,

the amount, if any, due to the Architect by reason of the termination and shall thereupon pay to the Architect the amount so determined.

(d) Subject to the provisions of Paragraph 11(c), the Architect and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Architect by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly and the Architect shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Architect, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Architect and the Contract Administrator to agree as provided in Paragraph 11(d), upon the whole amount to be paid to the Architect by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Architect the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the Contract for such work, less any payments previously made.:

(ii) The total of:

a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributed to the work and services paid or to be paid for under Paragraph 11(e)(i) hereof:

b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11(b)(v) above, which are properly chargeable to the terminated portion of the Contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11(a) above; and

c. A sum, as profit on Paragraph 11(a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the Contract is terminated because of Architect's default, the City may take over the work and services and complete the same by Contract or otherwise, and the Architect shall be liable to the City for any increased cost of the project.

12. Examination of Records

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

(b) The Architect 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 final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Architect 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.

13. Public Records Compliance. The Architect 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 Architect does not transfer the records to the City.

(d) Upon completion of the Contract, Architect shall transfer to the City, at no cost, all public records in possession of the Architect 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 Architect does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Architect may be subject to penalties under Section 119.10, Florida Statutes.

ARCHITECT QUESTIONS RELATING TO ARCHITECT'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.

14. 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 Architect. 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.

15. Insurance Architect shall maintain insurance, as required herein, during the life of this Contract. Architect 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 Architect shall be primary and non-contributory. All insurance coverages of the Architect shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Architect'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. Architect may use leased employees if the Architect 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 Architect 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. Architect 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.

Architect 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 Architect is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Architect to ensure the subcontractors maintain the required coverage, shall not relieve the Architect 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 Architect 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 Architect 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.

Standard Insurance Requirements				
	Insurance	Standards		Additional Requirements
☒	<u>Workers' Compensation</u> The Architect 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 Architect using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	<u>Limits</u> Statutory/\$500,000 Statutory/\$1,000,000	☐ 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)	Limits: 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 Architect 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.	Limits: 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>	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 - \$ To be determined.	
☐	Architect Pollution Liability	Limits: Coverage - \$1,000,000	
☒	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

17. 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.

18. Liability for Loss or Damage. Architect shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Architect, 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, to the extent caused by negligent performance of the Contract by Architect, his/its agents, servants and employees. Architect shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

19. Non-discrimination. During the performance of this Contract, Architect agrees as follows:

(a) Architect 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 Architect. Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Architect agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Architect shall state in all solicitations or advertisements for employees placed by or on behalf of Architect that Architect 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. Architect 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.

20. E-Verify. Architect 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 Architect during the term of this Contract and shall expressly require any subcontractors 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 subcontractor during the term of this Contract.

21. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Architect, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. 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. Pending a final determination of a properly appealed decision of the City Council, Architect shall proceed diligently with the performance of this Contract in accordance with that decision.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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: Jill Poolman, Purchasing Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5718

Contractor: Ohlson Lavoie Corporation
Attention: Hervey R. Lavoie, President
2295 South Hiawassee Road
Suite 310
Orlando, Florida 32835
(407) 992-0470 – Telephone
melsheikh@olcdesigns.com

400 Santa Fe Drive
Denver, Colorado 80204

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement 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.

27. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-

in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

28. Waiver of Breach and Materiality Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

29. 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 Architect and the City until the City signs this Agreement.

30. 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:

[Signature]
Printed Name: Sam. Elsheikh

[Signature]
Printed Name: Maged Elsheikh

OHLSON LAVOIE CORPORATION

By: [Signature]
Hervey R. Lavoie, President

Title: _____
If this Agreement 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 Agreements on behalf of the corporation.

Date: 4/30/2022

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of _____ physical presence or ☒ online notarization, this 2 day of May, 2022, by Hervey R. Lavoie, as President of Ohlson Lavoie Corporation, a Colorado corporation. He or she is ☒ personally known or _____ produced _____ as identification.

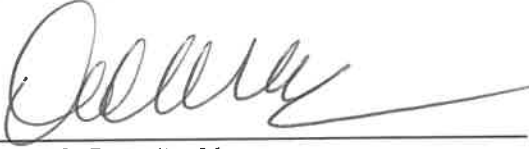
[Signature]
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

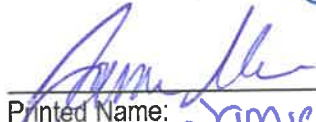


Witnesses:

CITY OF PORT ORANGE


Printed Name: Matt Jones

By: 
Donald O. Burnette, Mayor


Printed Name: Jamie Miller

Date: 5/17/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of May, 2022, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ☒ personally known or ☐ produced as identification.




Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

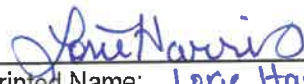


Witnesses:

ATTEST:


Printed Name: Tracee Cody

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


Printed Name: Lone Harris

Date: 5/17/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 17 day of May, 2022, by Shelly Field as Asst. City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ☒ personally known or ☐ produced as identification.



TRACEE CODY
Commission # HH 263572
Expires May 11, 2026


Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA 7788]

EXHIBIT “1”

RFSQ 22-03 Section 3 and Architect's Quote

Consisting of 4 Pages



2295 S. Hiawassee Road, Suite 310

Orlando, FL 32835

407.992.0470

olcdesigns.com

April 22nd, 2022

City of Port Orange
Purchasing Division
Jennifer Cox, Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129

RE: RFSQ #22-03 Professional Architectural Services

Dear Jennifer and Selection Committee Members:

In response to your request to provide a fee schedule of rates for the services to be provided under the continuing architectural services as described in RFSQ 22-03.
OLC recommends the use of The Florida Department of Management Services Variable Fee Guide Calculator For AE Services which we are using for similar on-call and other municipal work projects.

The percentage would vary slightly based on the cost of the project and complexity which gives a fair compensation for both the AOR and the City of Port Orange.

https://www.dms.myflorida.com/business_operations/real_estate_development_and_management/building_construction/forms_and_documents/design_professional_fee_guidelines/fee_guide_calculator_for_ae_services

for items that falls outside the Basic services included in the fee schedule above, we will provide a fee for each service based on our hourly rate as follows:

Senior Principal	\$225	per hour	Senior Interior Designer	\$150	per hour
Principal	\$150	per hour	Junior Interior Designer	\$90	per hour
Senior Architect	\$125	per hour	Graphic Designer	\$75	per hour
Architect	\$100	per hour	Graphic Support	\$50	per hour
Architectural Intern	\$90	per hour	Administrative	\$75	per hour

Reimbursable Expenses: The owner will reimburse OLC for expenses incurred in the course of delivery of these services at 1.10 times the cost. Such expenses include transportation costs, delivery services, communication, printing, plotting, reproduction, and other direct expenses.

Thank you for your consideration; we look forward to being part of your team.

Sincerely,

Maged Elsheikh, Principal-in-Charge
OLC (Ohlson Lavoie Corporation)
2295 S. Hiawassee Road, Suite 310
Orlando, Florida 32835
P: 407.992.0470 C: 407.342.3565
E: melsheikh@olcdesigns.com

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

PROJECT DESCRIPTION:

The purpose of this RFSQ is to establish a master agreement for Professional Architectural Services for various renovation, restoration, construction and general consulting projects in the City of Port Orange in accordance with Florida Statue 287.055, known as the “Consultants’ Competitive Negotiation Act” (the “CCNA”). Services for projects may include conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction.

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the Architect. Each Task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects during the life of this Contract.

GENERAL INFORMATION:

Sub-consultants

The City of Port Orange reserves the right to approve all sub-consultants for this contract. If sub-consultants are to be utilized, their names and references must be included within this initial statement. Responsibility for the performance of the contract remains with the main Consultant exclusively. Sub-consultants may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from the City of Port Orange.

Qualifications

The proposer must have architects or other professional personnel that are registered and licensed in the State of Florida, qualified inspectors, financial advisors or other personnel as required to perform the duties necessary to complete the various services for this project.

Anticipated Services Awarded

The firms will submit a detailed scope of services for consideration during negotiations for individual Task Authorizations under the continuing service contract. The negotiated scope of services for the specified project(s) may include, but may not be limited to, the scope of work discussed above.

Compensation

After a final ranking of all statements received has been decided, the City will begin negotiations with the top ranked firms for a master contract and pricing, per the Consultant’s Competitive Negotiations Act requirements.

The City may elect to provide compensation in the Lump-Sum or Unit Cost with maximum format.

Progress payments may be requested monthly. All invoices shall include the Purchase Order Number, the City Contract Number, the name of the project, the authorized amount, the total of previous billings, the current billing amount, and the amount remaining unbilled. In addition, a narrative summary of services provided, explanation of expenses billed under the current billing amount and all back-up documentation needed to confirm the appropriateness of the Consultant’s billing shall be provided.

The City’s normal payment procedures in accordance with the Florida Prompt Payment Act will be observed. No early payments shall be approved.

No out of scope services shall be provided or compensated in the absence of prior, written authorization in the form of a supplemental Contract and issuance of an appropriate change order to the existing Purchase Order. The City will accept no obligation for any services provided which do not conform to this requirement.

ARCHITECTURAL SERVICES:

1. Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, technical specifications and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
2. Prepare time scaled diagrams showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
3. During construction bidding, provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
4. Furnish consultation and advice as requested by the City during the construction of a project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached to the Task Authorization);
5. Furnish all other Architectural services included without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to the Master Agreement Contract:
 - (a) Site Visits/Special Permits: The Architect shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (b) Preliminary Sketches and Opinion of Probable Construction Costs: The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. A preliminary opinion of probable construction costs shall be prepared based on the preliminary sketch or plan.
 - (c) Working Drawings and Specifications: After the preliminary sketches and opinion of probable construction costs have been approved, the Architect shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule provided with a Task Authorization. A typical design schedule would include 30%, 60% and 90% drawings unless otherwise indicated on the Task Authorization. Working drawings and specification shall be revised as necessary to meet the requirements of permitting and regulatory agencies and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Architect shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by permitting and regulatory agencies and the Contract Administrator.
 - (d) Original Drawings – Final Plans: Upon approval of final plans the Architect shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Architect shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.

- (e) Revision of Final Drawings and Specifications: The Architect shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Architect is responsible.
- (f) Bidding: The Architect shall perform all necessary Architectural services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by the Contract Administrator.
- (g) Reuse of Documents: The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Architect's work produced for a project in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City.
- (h) Expert Witness: The Architect shall serve as an expert witness for the City in any legal proceedings regarding a project under this Contract if the City so requests. The expert witness fee for the Architect shall be negotiated at the time the Architect is called as an expert.

[End of Scope of Services - Remainder of this page left intentionally blank]

EXHIBIT "2"

Example Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. _____
Master Contract for Architectural Services dated _____
Between the City of Port Orange, Florida and Ohlson Lavoie Corporation

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 OHLSON LAVOIE CORPORATION, a Colorado corporation with its principal place of business at 2295 South Hiawasse Road, Suite 310, Orlando, Florida 32835 ("Architect"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Architectural Services, as dated above, 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. In addition to all other terms and conditions contained in the Contract, Architect shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Architect shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Architect.
4. In return for the services identified above, the City agrees to compensate Architect at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed \$_____. 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.
5. Truth-in-Negotiations
 - (a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - (b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has

disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization

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 Architect 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:

OHLSON LAVOIE CORPORATION


Printed Name: Maged Elsheikh


Printed Name: Sam Elsheikh

By: 
Harvey R. Lavoie, President

Date: 4/30/2022

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Wayne Clark, City Manager **OR** Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 1/9/2024

SUBJECT: (C11d) Approval of Task Authorization No. 3 with P&S Paving, Inc. under Piggyback Agreement CA8208 (Seminole County IFB-603616-19/BJC Pavement Management Program) for the reconstruction/resurfacing of Willow Run Blvd.

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 3 with P&S Paving, Inc. under Piggyback Agreement CA8208 (Seminole County IFB-603616-19/BJC Pavement Management Program) for an amount not to exceed \$348,387.63 and to authorize the Mayor and City Clerk to execute all associated documents.

SUMMARY: On August 14, 2023, the City entered into Piggyback Agreement CA8208 with P&S Paving, Inc. under Seminole County IFB-603616-19/BJC Pavement Management Program.

The Engineering Department is requesting approval of Task Authorization No. 3 with P&S Paving, Inc. for the reconstruction/resurfacing of Willow Run Blvd. in the amount of \$348,387.63. This project includes the remainder of Willow Run Blvd. that was not previously paved with the 2020 project and is funded in the current Fiscal Year CIP.

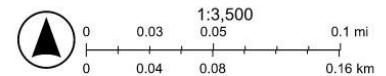
The quote provided is an estimate and not the final price. Per the contract, the vendor will bill for actual work performed and materials used.

Under City policy, this item will require a Performance & Payment Bond and will need 180 days from the Notice to Proceed to complete it.

Willow Run Paving



12/11/2023, 1:06:47 PM



PRESENTER: Junos Reed

ATTACHMENTS:

1.	P&S Paving, Inc. Task Authorization No. 3 - Willow Run	P&S Paving, Inc. Task Authorization No. 3 - Willow Run.pdf
2.	P&S Paving, Inc. Payment and Performance Bond - Willow Run Paving	P&S Paving, Inc. Payment and Performance Bond - Willow Run Paving.pdf
3.	EX FORM	EX FORM.docx
4.	PS Paving Quote	PS Paving Quote.pdf
5.	Executed P& S Paving, Inc Piggyback Agreement CA8208	Executed P& S Paving, Inc Piggyback Agreement CA8208.pdf
6.	PS Paving COI	PS Paving COI.pdf

Julia Wiggins
Richard Colby
Junos Reed
John McKinney
Matthew Jones
Wayne Clark

Created/Initiated - 12/7/2023
Approved - 12/7/2023
Approved - 12/11/2023
Approved - 12/12/2023
Approved - 12/19/2023
Approved - 12/28/2023

Tracee Cody

Final Approval - 12/29/2023

TASK AUTHORIZATION NO. 3
Piggyback Agreement dated August 14, 2023
Between the City of Port Orange, Florida and P&S Paving, 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 **P&S PAVING, INC.**, a Florida corporation with its principal place of business at 3701 Olson Drive, Daytona Beach, Florida 32124 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement as dated above, 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. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to **Reconstruction / Resurfacing of Willow Run** as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**
3. Contractor shall complete the services to be provided herein within **180** days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in **Exhibit "1"** attached hereto and made a part hereof for all purposes, subject to a limit not to exceed **\$348,387.63**. 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.
5. 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 "3,"** and acceptable to the Port Orange 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 contract 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. 3.**
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:

P&S PAVING, INC.

Printed Name: _____

By: _____
Curtis Long, Vice-President

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

TASK AUTHORIZATION NO 3

EXHIBIT "1"

P & S PAVING, INC

WILLOW RUN

To: **City of Port Orange**

Date: 12/5/2023
Job Name: Willow Run
Location: Port Orange

Attn: **Estimating**

Phone: 386-506-5751
Email: jwiggins@port-orange.org

We hereby submit estimates for: On-Site Asphalt Paving

<u>Pay Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
327-70-A	2" Milling	9,809.00	SY	\$ 5.56	\$ 54,538.04
327-70-C	2" Milling (Millings to City)	1,000.00	SY	\$ 18.50	\$ 18,500.00
334-1-13	2" SP-12.5 Traffic Level C	549.00	TN	\$ 129.01	\$ 70,826.49
337-7-83	2" FC-12.5 Traffic Level C PG 76-22	1,189.00	TN	\$ 147.37	\$ 175,222.93
710-11-221	6" Yellow	4,072.00	LF	\$ 0.40	\$ 1,628.80
710-11-121	6" White	3,139.00	LF	\$ 0.40	\$ 1,255.60
710-11-224	18" Yellow	251.00	LF	\$ 2.00	\$ 502.00
710-11-224	18" White	640.00	LF	\$ 2.00	\$ 1,280.00
710-11-170	White Arrow	13.00	EA	\$ 56.05	\$ 728.65
710-11-125	24" White	100.00	LF	\$ 4.80	\$ 480.00
101-1	Mobilization	1.00	LS	\$ 16,545.00	\$ 16,545.00
101-2	Maintenance of Traffic	4.00	ED	\$ 1,500.00	\$ 6,000.00
				Total	\$ 347,507.51

Bond Estimate \$880.06

Notes:

**1 All terms and conditions shall be in accordance with executed Seminole County
Seminole County Intent for bid 603616-19/BJC term contract for
for pavement management program services, and as amended.**

316,387.57 w/
Bond

NOTE: This Proposal may be withdrawn by us
if not accepted within Thirty (15) days.

Submitted by: Erik Jensen
Date: 12/5/2023

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: P & S Paving, Inc.
Principal Business Address: 3701 Olson Drive
Daytona Beach, Florida 32174
Contact Person: Curtis Long, Vice President
Phone Number: (386) 258-9313

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: \$348,387.63

City Project Number: Pavement Management Program Services

Description of Work: Pavement Management Program Services

Project Location: Various locations on Willow Run within the City of Port, Volusia County, Florida

Legal Description: Various locations on Willow Run within the City of Port Orange, Volusia County, Florida

Front Page

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

P & S Paving, Inc.

**Pavement Management Program Services
Task Authorization No. 3 Willow Run**

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, **P & S Paving, 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 **THREE HUNDRED FORTY-EIGHT THOUSAND THREE HUNDRED EIGHTY-SEVEN AND 63/100 DOLLARS (\$348,387.63)**, 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 Task Authorization No. 3 dated _____ to Piggyback Agreement, having an effective date of August 14, 2023, entered into by and between the Principal and the City, for Pavement Management Program 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 255.02(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 _____, 202__.

Attest:

P & S PAVING, INC.
(Principal)

(As to Corporate Principal) Secretary

By: Curtis Long, Vice President

(Witness to Principal)

(Corporate Seal)

(Witness to Surety)

(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.

TASK AUTHORIZATION NO 3

EXHIBIT "1"

P & S PAVING, INC

WILLOW RUN

To: **City of Port Orange**

Date: 12/5/2023
Job Name: Willow Run
Location: Port Orange

Attn: **Estimating**

Phone: 386-506-5751
Email: jwiggins@port-orange.org

We hereby submit estimates for: On-Site Asphalt Paving

<u>Pay Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
327-70-A	2" Milling	9,809.00	SY	\$ 5.56	\$ 54,538.04
327-70-C	2" Milling (Millings to City)	1,000.00	SY	\$ 18.50	\$ 18,500.00
334-1-13	2" SP-12.5 Traffic Level C	549.00	TN	\$ 129.01	\$ 70,826.49
337-7-83	2" FC-12.5 Traffic Level C PG 76-22	1,189.00	TN	\$ 147.37	\$ 175,222.93
710-11-221	6" Yellow	4,072.00	LF	\$ 0.40	\$ 1,628.80
710-11-121	6" White	3,139.00	LF	\$ 0.40	\$ 1,255.60
710-11-224	18" Yellow	251.00	LF	\$ 2.00	\$ 502.00
710-11-224	18" White	640.00	LF	\$ 2.00	\$ 1,280.00
710-11-170	White Arrow	13.00	EA	\$ 56.05	\$ 728.65
710-11-125	24" White	100.00	LF	\$ 4.80	\$ 480.00
101-1	Mobilization	1.00	LS	\$ 16,545.00	\$ 16,545.00
101-2	Maintenance of Traffic	4.00	ED	\$ 1,500.00	\$ 6,000.00
				Total	\$ 347,507.51

Bond Estimate \$880.06

Notes:

1 All terms and conditions shall be in accordance with executed Seminole County
Seminole County intent for bid 603616-19/BJC term contract for
for pavement management program services, and as amended.

316,387.57 w/
Bond

NOTE: This Proposal may be withdrawn by us
if not accepted within Thirty (15) days.

Submitted by: Erik Jensen
Date: 12/5/2023



CITY OF PORT ORANGE PIGGYBACK AGREEMENT **for Goods and Services**

Base Contract:

- ☐ State of Florida
☐ Florida Sheriff's Association
☐ Sourcewell Formerly known as
National Joint Powers Alliance ("NJPA")
☒ Seminole County
☐ Other _____

Department:	Engineering Department
Base Contract BID/RFP/RFSQ Number:	Seminole County Intent for Bid 603616-19/BJC Term Contract for Pavement Management Program Services
Alternate Source Contract Number: (Used for State Contracts)	
Contractor Name:	P&S Paving, Inc.
Contractor's Authorized Dealer:	Click here to enter text.
Delivery/Installation/Product/Service Location:	☒ City of Port Orange
Description:	Pavement Management Program Services
Contract Initial Term/Term: (check appropriate term and enter dates)	Base Contract: ☒ From: January 15, 2020 for a period of 3 years. Base Contract renewed the first renewal option for a period from January 15, 2023 through January 14, 2024. COPO: ☒ The effective date of this Agreement shall commence on the date last signed by the Parties and shall continue until January 14, 2024.
Contract Renewal Term: (No. of Renewals and Term for each renewal)	Base Contract: Provides for two (2) successive periods not to exceed one (1) year each. City of Port Orange: Last renewal of the Base Contract from January 15, 2024 to January 14, 2025, contingent upon Seminole County Base Contract renewal, subject to approval of Parties, City Manager approval, and budget appropriation.
Authorization of Services: (check one)	☐ Written Purchase Order(s) ☐ Notice to Proceed(s) ☒ Task Authorization(s)
Amount of City Expenditure per Fiscal Year (10/1 to 9/30) or Annually (Contract execution date and term):	☐ Fiscal Year Click here to enter text. ☐ Annually Click here to enter text. ☒ Appropriated Budget
Payment and Performance Bond (Indicate if required)	☒ Yes ☐ No Payment and Performance Bond is required for projects over \$200,000.00
Exhibits Attached to Contract (excluding legal Exhibits, if any)	☒ Exhibit "Contract History, Definitions & Terms" ☒ Exhibit "Pricing" as provided in Seminole County Amendment No 2 ☒ Exhibit "Bond Sample" ☒ Exhibit "Task Authorization Sample" ☐ Exhibit "Other"
Contract Administrator:	Junos Reed, Construction and Engineering Manager <i>Engineering Director</i>
Contractor's Authorized Agent Name Printed ¹:	Curtis Long, Vice President

For purposes of this Agreement, notices shall be sent to the principal address of the City and Contractor, as provided in this Agreement. Any notice or other communication given under this Agreement 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 address 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.

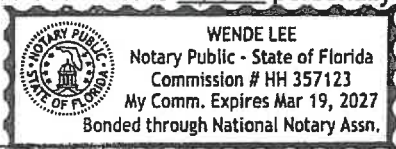
Contractor's Complete Contact Information: P&S Paving, Inc.	Principal Address: 3701 Olson Drive Daytona Beach, Florida 32124	Telephone: (386) 258-7911 E-Mail: wlee@pandspavinginc.com
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Signature: Contractor's Authorized Agent ¹ :		Date: 08-10-23
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Contractor Notary Acknowledgment Block: Seal/Stamp

STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 10th day of August, 2023, by Curtis Long, as Vice President of P&S Paving, Inc., a Florida corporation. He is X personally known or _____ produced _____ as identification.




Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Department Head Signature Acknowledges the following: The base contract referenced above for piggybacking by the City of Port Orange has been verified to be competitively bid with multiple proposals from vendors/contractors within two years from the date of this piggyback agreement, unless waived by the City Manager in writing or at the direction of City Council. The Department Head further acknowledges that the vendor package, all supporting vendor documentation, and the entire base contract, including but not limited to all exhibits, and all terms and conditions is uploaded for City record.

Department Head Name, Title Printed:	Junos Reed, Construction and Engineering Manager <u>Director</u>
--------------------------------------	---

Signature: Department Head		Date: 8/14/2023
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Signature: Wayne Clark, City Manager		Date: 8/14/2023
--------------------------------------	--	-----------------

Attest: Robin L. Fenwick, MMC, City Clerk		Date: 8/14/2023
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ⁱ 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. If this Agreement is signed by an individual not identified in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into agreements on behalf of said entity.



Exhibit "Contract History, Definitions & Terms"

Contract History

P&S Paving, Inc. ("Contractor") entered into a contract with the Seminole County, Term Contract for Pavement Management Program Services (IFB-603616-19/JBC) ("Base Contract"), for Pavement Management Program Services, pursuant to Intent for Bid 603616-JBC ("IFB-603616019/JBC"), Addendum 1, Addendum 2, and Addendum 3, executed/awarded by the Seminole County Commissioner. The Base Contract has an effective term commencing on January 15, 2020 and continuing for a period of 3 years, which may be renewed for two (2) successive periods not to exceed one (1) year each. The Base Contract was renewed utilizing the first renewal option, for a term commencing on January 15, 2023 through January 14, 2024, per Purchasing Letter dated October 17, 2022 advising the item was approved by the Seminole County Board of County Commissioners. On June 10, 2022 the Base Contract was amended to revise the scope of services and fee structure, deleting Exhibit "A" of the Base Contract, replacing with the new scope of services and fee structure attached to the First Amendment to Term Contract For Pavement Management Program Services (IB-603616-19/JBC). On June 2, 2023 the Base Contract was amended to revise the scope of services and fee structure, deleting Exhibit "A" of the Base Contract, replacing with the new scope of services and fee structure attached to the First Amendment to Term Contract For Pavement Management Program Services (IB-603616-19/JBC).

Contract documents may be obtained from the City Clerk.

Defined Terms

1. **City:** City shall mean the City of Port Orange, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129.
2. **Contractor:** Contractor shall mean the person duly authorized to have an Agreement with the City to provide product and/or services as set forth in all Agreement documents.
3. **Parties:** Parties shall mean the City and Contractor collectively.
4. **Base Contract:** The original negotiated contract for goods and/or services that has been competitively bid and awarded, which extends the same pricing and terms of contract to the City.
5. **Contract Administrator:** Contract Administrator shall mean the person having the responsibility for the day-to-day administration of the Contract, Notice to Proceed(s) or written Purchas Order(s).

Terms and Conditions

1. The terms of the Base Contract for this Agreement and any exhibits attached hereto are incorporated herein by reference.
2. The City objects in advance to the inclusion of any additional terms and conditions proposed by the Contractor in its acceptance or acknowledgement for the purchase of any goods, work, or services. The inclusion of additional terms and conditions, or reference thereto, by the Contractor in the quote shall be of no significance, shall not be binding on the City, and the City's acceptance of the Contractor's goods, work, or services shall not be deemed as acceptance of such terms.
3. This Agreement 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 Agreement shall supersede all previous communications, representations, or agreements, written or verbal, between the Parties hereto.
4. **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 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 for the duration of the Contract term.
 - (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 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.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

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.

5. **Certificate of Insurance.** Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured, in accordance with the same insurance terms as provided in the Base Contract.

EXHIBIT “PRICING”

Seminole County Executed Amendment No. 2

Consisting of 19 Pages

**SECOND AMENDMENT TO TERM CONTRACT
FOR PAVEMENT MANAGEMENT PROGRAM SERVICES
(IFB-603616-19/BJC)**

THIS SECOND AMENDMENT is made and entered into this 2nd day of June, 2023, and is to that certain Agreement made and entered into on the 15th day of January, 2020, as amended on June 10, 2022, between P & S PAVING, INC., whose address is 3701 Olson Drive, Daytona Beach, Florida 32124, in this Amendment referred to as "CONTRACTOR", and SEMINOLE COUNTY, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY".

WITNESSETH:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Agreement on January 15, 2020, as amended on June 10, 2022, to provide Pavement Management Program services in Seminole County; and

WHEREAS, the parties desire to amend the Agreement in order to revise the Scope of Services and Fee Structure, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

WHEREAS, Section 21 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Amendment, the parties agree to amend the Agreement as follows:

1. Exhibit A of the Agreement is deleted and replaced by the new Scope of Services and Fee Structure attached to this Second Amendment as Exhibit A.



2. Except as modified by this Second Amendment, all terms and conditions of the original Agreement remain in full force and effect for the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Second Amendment for the purposes stated above.

ATTEST:

P & S PAVING, INC.

Diana L. West
DIANA L. WEST, Secretary

By: Curtis Long
CURTIS LONG, Vice-President

Date: May 19, 2023

(CORPORATE SEAL)

SEMINOLE COUNTY, FLORIDA

Witness

Print Name:

By:

Tammy Roberts
TAMMY ROBERTS,
Procurement Administrator

Date:

6/7/2023

Witness

Print Name:

For the use and reliance of
Seminole County only.

Within the authority delegated by the County
Manager pursuant to Section 3.554, Seminole
County Administrative Code.

Approved as to form and
legal sufficiency.

County Attorney

GLK/lpk

5/3/23

T:\Users\Legal Secretary CSB\Purchasing 2023\IFB-603616 2am (P&S).docx

Attachment:

Exhibit A – Scope of Services and Fee Structure

Second Amendment to IFB-603616-19/BJC

Page 2 of 2.



EXHIBIT A Scope of Services

Seminole County Specification Hierarchy: All requirements set forth by this IFB contract shall adhere to the rules and conditions described in Seminole County's General Conditions for Road, Bridge & Utility Construction <http://www.seminolecountyfl.gov/fs/purchasing/pdf/800roads.pdf>. In addition, the attached Supplemental Specifications for this contract shall take priority to the County's General Condition as they are specific to the pay items and basis of payment for this contract. **Bidder must be Florida Department of Transportation (FDOT) Prequalified in the following categories:**

- Hot Plant-mixed Bituminous Courses
- Flexible Paving

PAY ITEM NOTES

GROUP I – Asphaltic Concrete

Superpave Asphaltic Concrete

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 334).**

Basis of payment shall be under:

Items No. 334-1-xx Superpave Asphaltic Concrete - per ton.

Asphalt Concrete Friction Course

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 337).**

Basis of payment shall be under:

Items No. 337-7-xx Asphalt Concrete Friction Course - per ton.

Miscellaneous Asphalt Pavement

Included in the price of miscellaneous asphalt will be the cost of all work and materials associated with the following items:

105 Quality Control. **(Section 339).**

Basis of payment shall be under:

Item No. 339-1 Miscellaneous Asphalt Pavement - per ton.

Notes:

- 104 Erosion Control; 107 Litter Removal and Mowing; 110 Clearing and Grubbing; shall be included in the bid price for top lift of asphalt, and included in one of the items listed above.
- Prior to beginning any paving or milling activities, the Contractor is required to give 24 hour notice to the Engineer/CCEI.

IFB-603616-19/BJC – Pavement Management Program



GROUP II – Sand and Seal**Prime and Tack Coats for Base Courses**

The pay item for Prime and Sand shall be a maintenance pay item only. Basis of payment shall be per square yard. The application of Prime and Sand or Tack on paving projects shall be included in the bid price of the asphalt under the 334 and 337 pay items. **(Section 916)**.

Basis of payment shall be under:

Item No. 2-1 Prime and Sand - per square yard.

Asphalt Membrane Interlayer

The pay item for Asphalt Membrane Interlayer includes cost of all work, materials, equipment, and incidentals associated with the application of asphalt binder material covered with a single application of aggregate, as specified in Section 341.

Basis of payment shall be under:

Item No. 341-1-1 Asphalt Membrane Interlayer - per square yard.

GROUP III – Milling Existing Asphalt**Milling Existing Asphalt Pavement (Contractor)**

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of the Contractor. **(Section 327)**.

Basis of payment shall be under:

Item No. 327-70A Milling Existing Asphalt Pavement - per square yard.

Milling Existing Asphalt Pavement (Yankee Lake)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 501 Yankee Lake Rd, Sanford. **(Section 327)**.

Basis of payment shall be under:

Item No. 327-70B Milling Existing Asphalt Pavement (Yankee Lake) - per square yard.

Milling Existing Asphalt Pavement (Oviedo Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the

IFB-603616-19/BJC – Pavement Management Program



property of Seminole County, to be delivered by the Contractor to 1620 N. County Rd 426, Oviedo.
(Section 327).

Basis of payment shall be under:

Item No. 327-70C Milling Existing Asphalt Pavement (Oviedo Yard) - per square yard.

Milling Existing Asphalt Pavement (5 Points Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 4170 S. Orlando Dr. Sanford.
(Section 327).

Basis of payment shall be under:

Item No. 327-70D Milling Existing Asphalt Pavement (5 Points Yard) - per square yard.

Milling Existing Asphalt Pavement (Relocate)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County and is to be delivered by the Contractor to any location specified that is within 5 miles of the project limits. (Section 327).

Basis of payment shall be under:

Item No. 327-70E Milling Existing Asphalt Pavement (Relocate) - per square yard.

Note:

- Prior to beginning any paving or milling activities, the Contractor is required to give 24 hour notice to the Engineer/CCEI.

GROUP IV

Temporary Retroreflective Pavement Markers (RPM)

Price for Temporary RPM shall include layout, materials and application of temporary RPM to supplement temporary lane lines. Payment shall be based on final measurements of RPM's.
(Section 102).

Basis of payment shall be under:

Item No. 102-78 Temporary Retroreflective Pavement Markers - each:

IFB-603616-19/BJC – Pavement Management Program



Temporary Pavement Markings

Price for Temporary Pavement Markings shall include layout, materials and application of paint and/or removable tape. Payment shall be based on final measurements of removable tape, painted stripes, or painted messages. (Section 102 & 710).

Basis of payment shall be under:

Item No. 102-911-2 Removable Tape (White/Black) - 6" - per foot.

Item No. 102-912-2 Removable Tape (Yellow) - 6" - per foot.

Item No. 710-11-xxx Temporary Pavement Marking, Paint, Solid - per foot.

Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Message - each.

Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Arrow - each.

GROUP V – Miscellaneous Items

Liquidated Damages (LD)

This item (LD) is a project specific item to be used with a predetermined number of contract days for time of completion. All pertinent project information, including identification of roadway type (major/minor) and number of contract days shall be included in the bid solicitation documents. Any project exceeding the allowable contract days will be subject to LD's as determined by the Engineer/CCEI.

End of Project punch list NOT completed within 30 days will be subject to LD's as determined by the Engineer/CCEI.

Time and weather shall be tracked and documented according to guidelines set by the FDOT Standard Specifications and amended in these contract documents.

General Conditions Sub-Section 3.2 is amended to include Article 5-2 of the 2019 FDOT Standard Specifications for Road and Bridge Construction regarding governing order of documents.

General Conditions Sub-Section 6.2.3: Work hours of 7:00 AM to 6:00 PM are amended to: 8:30 AM to 4:30 PM Monday thru Friday for daytime work, and 8:00 PM to 6:00 AM Sunday thru Thursday for nighttime work, and can be superseded by the bid solicitation documents as required. Any work performed outside of the hours stated in the bid solicitation will NOT be accepted or paid for without prior approval or authorization of the Engineer/CCEI.

General Conditions Sub-Section 6.42 and 6.43: Work suspensions, contractor vacations, and holidays are NOT included in the computation of contract time and will not be considered for time extensions.

General Conditions Sub-Sections 11.9.2 and 12.1.1.1.3: No days have been included in the Construction time estimate for utility adjustments. Time extensions will be granted, on a day for day basis, for delays caused by utility adjustments by others only if no other work can be completed during such time. Time extensions may be granted, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions only after 5 (five) weather days and if no other work can be completed during such time. Time extension due to weather shall be reviewed and approved by the Engineer/CCEI on a case-by-case basis. Time extensions granted under these sub-sections shall not be applied to MOT days specified in item 102-1 of the bid solicitation documents.

IFB-603616-19/BJC – Pavement Management Program



It is noted that Sub-Section 6-1.3 of the 2019 FDOT Standard Specifications regarding material certifications, shall apply to this contract and shall not be superseded by the General Conditions.

Payment for LD is set at a rate of (-) \$500.00 for each day for minor streets/roads.

Payment for LD is set at a rate of (-) \$1000.00 for each day for major roads.

A roadway is determined to be a minor street/road if it has an ADT less than 4,000 vehicles per day; otherwise it is considered a major road.

Basis of payment shall be under:

Item No. 5-1 Liquidated Damages LD (For Major Roads) – per day.

Item No. 5-2 Liquidated Damages LD (For Minor Streets/Roads) – per day.

Mobilization Charge

These items are intended to be used for two types of mobilization. Routine mobilization on projects shall include all labor, equipment, and material specified in Section 101. The price bid for routine mobilization shall not exceed 5% of the contract total. Emergency mobilization is also included to address special 24-hour emergency circumstances only. (Section 101).

Basis of payment shall be under:

Item No. 101-1 Mobilization Charge - each.

Item No. 101-2 Mobilization Charge for 24-hour emergency response - each.

Maintenance of Traffic (MOT)

The price for MOT shall be on a per day basis and shall be for a time not exceeding the MOT days specified in item 102-1 in the bid solicitation documents. Items included in this pay item will be the Arrow Board, required signs, channelizing devices, flaggers and other miscellaneous items typically required to maintain traffic.

Time extensions that may be granted for delays due to utility adjustments and/or inclement weather conditions will NOT be applied to the MOT days specified in item 102-1 the bid solicitation documents. NO compensation will be made for time that exceeds the MOT days specified in item 102-1 of the bid solicitation documents. The price bid for MOT shall not exceed \$1500 per day. (Section 102).

Basis of payment shall be under:

Item No. 102-1 Maintenance of Traffic – per day.

Traffic Control Officer

The use of a Traffic Control Officer is defined in Section 102-7, as approved by the Engineer/CCEI.

Payment shall be per hour (2 hour minimum) and based on the hours worked by the officer as recorded by the Engineer/CCEI. (Section 102).

Basis of payment shall be under:

Item No. 102-14 Traffic Control Officer – per hour.

Portable Changeable Message Sign (PCMS)

The use of PCMS shall be at the discretion and approval of the Engineer/CCEI. Payment shall be based on the number of signs certified as installed/used on the project as recorded by the Engineer/CCEI. (Section 102).

IFB-603616-19/BJC – Pavement Management Program



Basis of payment shall be under:

Item No. 102-99 Portable Changeable Message Sign – each day.

Rework Existing Asphalt Pavement

This item is intended to make corrections to existing asphalt surfaces using indirect heat primarily to facilitate drainage and eliminate ponding on existing asphalt roadways.

Basis of payment shall be under:

Item No. 324-1 Rework Existing Asphalt Pavement – per square yard.

Manhole and Water Valve Ring Adjustment

The price of this item is for removal/replacement/installation of a manhole riser ring or water valve cover to match the final asphalt surface. (Section 425).

Basis of payment shall be under:

Item No. 425-6 Water Valve or Similar Cover Adjustment - each.

Item No. 425-7 Manhole Ring Adjustment - each.

Asphaltic Concrete Curb

The price of this item is for the installation of asphalt curb. Maximum cross-sectional area of 0.5 square feet. (Section 525).

Basis of payment shall be under:

Item No. 525-1 Asphaltic Concrete Curb – per linear foot.

GROUP VI

FOB – Items

Price for all items in this group will either be picked up at the asphalt plant by the County or delivered by the contractor where needed for Job Site items. (Section 320; 334 & 337).

Basis of payment shall be under:

Item No. 6-1 SP-12.5 Asphaltic Concrete, Traffic C – per ton.

Item No. 6-2 SP-9.5 Asphaltic Concrete, Traffic C – per ton.

Item No. 6-3 Asphaltic Concrete Friction Course, Traffic C, FC-12.5 (PG 76-22) – per ton.

Item No. 6-4 Asphaltic Concrete Friction Course, Traffic C, FC 9.5 (PG 76-22) – per ton.

Item No. 6-5 Asphalt Milling Material – per ton.

Item No. 6-6 Tack Type RS-1/RS-2 – per gallon.

IFB-603616-19/BJC – Pavement Management Program



GROUP VII

Regular Excavation

The price for this item includes the grading excavation and removal of all materials.
(Section 120).

Basis of payment shall be under:

Items No. 120-1 Regular Excavation - per cubic yard.

Embankment

The price for this item includes all materials required to build an embankment.
(Section 120):

Basis of payment shall be under:

Item No. 120-6 Embankment- per cubic yard.

Flowable Fill

This item is intended to fill voids, stabilize shoulders on roadway or other location that may require a method of permanently addressing areas of concern, includes all labor, equipment and materials.
(Section 121).

Basis of payment shall be under:

Item No. 121-70 Flowable Fill – per cubic yard.

Type-B Stabilization

The price for Stabilized Sub-grade includes all labor, equipment and materials that will be required to construct and test a 12" Stabilized Sub-grade as specified by (Section 160).

Basis of payment shall be under:

Item No. 160-4 12" Type-B Stabilization LBR 40 – per square yard.

Base

The price for road base shall include all labor, equipment and materials that will be required to construct road base Group (1, 6, & 9). Base groups 1 and 6 shall consist of limerock (LBR 100) only. Base group 9 shall consist of limerock (LBR 100) or 6" Type B-12.5, as specified by the bid documents. (Section 285).

Basis of payment shall be under:

Item No. 285-xxx Base Group- x - per square yard.

Performance Turf, Sod

The price for this item includes all work necessary to prepare the surface and place sod in areas indicated in the bid solicitation. (Section 570).

Basis of payment shall be under:

Item No. 570-1-2 Performance Turf, Sod – per square yard.

IFB-603616-19/BJC – Pavement Management Program



Shoulder Rework

The price for this item includes the grading and mixing of roadway shoulders according to FDOT Design Standard Index 105. Sodding of shoulder rework area is included in this item.

Basis of payment shall be under:

Item No. 577-70 Shoulder Rework - per square yard.

NOTES:

- Performance Bond, Payment Bond and Materials and Workmanship Bonds will be required for this project.

IFB-603616-19/BJC – Pavement Management Program



**Part 4
Price Submittal**

IFB-603616-19/BJC - Pavement Management Program

Name of Bidder: P&S Paving, Inc.
 Mailing Address: 3701 Olsen Drive
 Street Address: 3701 Olsen Drive
 City/State/Zip: Daytona Beach, Florida 32124
 Phone Number: (386) 258-7911 FAX Number: (386) 258-9313
 E-Mail Address: jmurray@pandspaving.com

Prusuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the Bid Documents for the amount hereinafter set forth. Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he / she will accept to enter into an Ageement with the COUNTY in the form set forth in the Purchase Order and solicitation Documents. The cost of the units shall include all costs, including but not limited to:

General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery / transportation of unit(s) to the County's delivery address, indirect costs, i.e., insurance, ect., and indirect labor costs.

Group I - Asphalt	Subtotal: \$	<u>26,466,940.30</u>
Group II - Sand and Seal in-place	Subtotal: \$	<u>67,190.00</u>
Group III - Milling	Subtotal: \$	<u>757,020.00</u>
Group IV - Striping	Subtotal: \$	<u>59,813.00</u>
Group V - Miscellaneous Items	Subtotal: \$	<u>134,651.42</u>
Group VI - Asphalt Materials (materials only)	Subtotal: \$	<u>359,620.00</u>
Group VII - Earthwork	Subtotal: \$	<u>1,106,804.00</u>
TOTAL BID:	\$	<u>28,952,038.72</u>

Performance/Payment/Material-Workmanship Bonds Costs: 1% of contract value.
 (Do not include in Unit Costs)



IFB-603616-19BJC - Pavement Management Program Services
Road Construction Products & Related Materials



Group I: Asphalt Concrete and Friction Course In-place

Pay Item No.	Item Description	0-40 Tons/Job	0-60 Tons/Job	81-400 Tons/Job	401-2000 Tons/Job	2001-4000 Tons/Job	401-2000 Tons/Job	2001-4000 Tons/Job	2001-4000 Tons/Job	Over 4000 Tons/Job	Over 4000 Tons/Job	Sum of Extended Costs
334-1-13	Superpave Asphalt Concrete Traffic Level B	Estimated 50 Tons Total \$ 282,118.75 Estimated 50 Tons	Estimated 50 Tons Total \$ 338,811.00 Estimated 50 Tons	Estimated 300 Tons Total \$ 182,337.00 Estimated 300 Tons	Estimated 1,800 Tons Total \$ 108,330.00 Estimated 1,800 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 1,800 Tons Total \$ 108,330.00 Estimated 1,800 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 4,000 Tons Total \$ 242,784.00 Estimated 4,000 Tons	Estimated 4,000 Tons Total \$ 242,784.00 Estimated 4,000 Tons	\$ 1,479,483.50
334-1-13	Superpave Asphalt Concrete Traffic Level C	Estimated 50 Tons Total \$ 282,118.75 Estimated 50 Tons	Estimated 50 Tons Total \$ 338,811.00 Estimated 50 Tons	Estimated 300 Tons Total \$ 182,337.00 Estimated 300 Tons	Estimated 1,800 Tons Total \$ 108,330.00 Estimated 1,800 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 1,800 Tons Total \$ 108,330.00 Estimated 1,800 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 4,000 Tons Total \$ 242,784.00 Estimated 4,000 Tons	Estimated 4,000 Tons Total \$ 242,784.00 Estimated 4,000 Tons	\$ 3,341,357.00
334-1-22	Superpave Asphalt Concrete Traffic Level B (PG 76-22)	Estimated 50 Tons Total \$ 282,118.75 Estimated 50 Tons	Estimated 50 Tons Total \$ 338,811.00 Estimated 50 Tons	Estimated 300 Tons Total \$ 182,337.00 Estimated 300 Tons	Estimated 1,800 Tons Total \$ 108,330.00 Estimated 1,800 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 1,800 Tons Total \$ 108,330.00 Estimated 1,800 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 4,000 Tons Total \$ 242,784.00 Estimated 4,000 Tons	Estimated 4,000 Tons Total \$ 242,784.00 Estimated 4,000 Tons	\$ 1,772,907.50
334-1-23	Superpave Asphalt Concrete Traffic Level C (PG 76-22)	Estimated 50 Tons Total \$ 282,118.75 Estimated 50 Tons	Estimated 50 Tons Total \$ 338,811.00 Estimated 50 Tons	Estimated 300 Tons Total \$ 182,337.00 Estimated 300 Tons	Estimated 1,800 Tons Total \$ 108,330.00 Estimated 1,800 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 1,800 Tons Total \$ 108,330.00 Estimated 1,800 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 4,000 Tons Total \$ 242,784.00 Estimated 4,000 Tons	Estimated 4,000 Tons Total \$ 242,784.00 Estimated 4,000 Tons	\$ 4,730,997.00
334-1-27	Superpave Asphalt Concrete Traffic Level C High Polymer	Estimated 50 Tons Total \$ 282,118.75 Estimated 50 Tons	Estimated 50 Tons Total \$ 338,811.00 Estimated 50 Tons	Estimated 300 Tons Total \$ 182,337.00 Estimated 300 Tons	Estimated 1,800 Tons Total \$ 108,330.00 Estimated 1,800 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 1,800 Tons Total \$ 108,330.00 Estimated 1,800 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 4,000 Tons Total \$ 242,784.00 Estimated 4,000 Tons	Estimated 4,000 Tons Total \$ 242,784.00 Estimated 4,000 Tons	\$ 2,116,891.00
337-1-42	Asphalt Concrete Friction Course PC-12.5 (PG 76-22)	Estimated 100 Tons Total \$ 282,118.75 Estimated 100 Tons	Estimated 100 Tons Total \$ 338,811.00 Estimated 100 Tons	Estimated 400 Tons Total \$ 182,337.00 Estimated 400 Tons	Estimated 2,800 Tons Total \$ 1,083,300.00 Estimated 2,800 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 2,800 Tons Total \$ 1,083,300.00 Estimated 2,800 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 4,000 Tons Total \$ 242,784.00 Estimated 4,000 Tons	Estimated 4,000 Tons Total \$ 242,784.00 Estimated 4,000 Tons	\$ 2,384,301.00
337-1-43	Asphalt Concrete Friction Course PC-12.5 (PG 76-22)	Estimated 100 Tons Total \$ 282,118.75 Estimated 100 Tons	Estimated 100 Tons Total \$ 338,811.00 Estimated 100 Tons	Estimated 400 Tons Total \$ 182,337.00 Estimated 400 Tons	Estimated 2,800 Tons Total \$ 1,083,300.00 Estimated 2,800 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 2,800 Tons Total \$ 1,083,300.00 Estimated 2,800 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 4,000 Tons Total \$ 242,784.00 Estimated 4,000 Tons	Estimated 4,000 Tons Total \$ 242,784.00 Estimated 4,000 Tons	\$ 4,546,803.00
337-1-44	Asphalt Concrete Friction Course PC-12.5 (PG 76-22)	Estimated 100 Tons Total \$ 282,118.75 Estimated 100 Tons	Estimated 100 Tons Total \$ 338,811.00 Estimated 100 Tons	Estimated 400 Tons Total \$ 182,337.00 Estimated 400 Tons	Estimated 2,800 Tons Total \$ 1,083,300.00 Estimated 2,800 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 2,800 Tons Total \$ 1,083,300.00 Estimated 2,800 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 4,000 Tons Total \$ 242,784.00 Estimated 4,000 Tons	Estimated 4,000 Tons Total \$ 242,784.00 Estimated 4,000 Tons	\$ 1,854,381.50
337-1-45	Asphalt Concrete Friction Course PC-12.5 High Polymer	Estimated 100 Tons Total \$ 282,118.75 Estimated 100 Tons	Estimated 100 Tons Total \$ 338,811.00 Estimated 100 Tons	Estimated 400 Tons Total \$ 182,337.00 Estimated 400 Tons	Estimated 2,800 Tons Total \$ 1,083,300.00 Estimated 2,800 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 2,800 Tons Total \$ 1,083,300.00 Estimated 2,800 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 4,000 Tons Total \$ 242,784.00 Estimated 4,000 Tons	Estimated 4,000 Tons Total \$ 242,784.00 Estimated 4,000 Tons	\$ 2,127,829.40
337-1-46	Asphalt Concrete Friction Course PC-12.5 High Polymer	Estimated 100 Tons Total \$ 282,118.75 Estimated 100 Tons	Estimated 100 Tons Total \$ 338,811.00 Estimated 100 Tons	Estimated 400 Tons Total \$ 182,337.00 Estimated 400 Tons	Estimated 2,800 Tons Total \$ 1,083,300.00 Estimated 2,800 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 2,800 Tons Total \$ 1,083,300.00 Estimated 2,800 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 3,000 Tons Total \$ 182,337.00 Estimated 3,000 Tons	Estimated 4,000 Tons Total \$ 242,784.00 Estimated 4,000 Tons	Estimated 4,000 Tons Total \$ 242,784.00 Estimated 4,000 Tons	\$ 2,060,793.40
338-1	Macadam Asphalt Pavement	Estimated 50 Tons Total \$ 184,080.00 Estimated 50 Tons	Estimated 50 Tons Total \$ 237,770.00 Estimated 50 Tons	Estimated 200 Tons Total \$ 170,100.00 Estimated 200 Tons	Estimated 200 Tons Total \$ 340,110.00 Estimated 200 Tons	Estimated 200 Tons Total \$ 340,110.00 Estimated 200 Tons	Estimated 200 Tons Total \$ 340,110.00 Estimated 200 Tons	Estimated 200 Tons Total \$ 340,110.00 Estimated 200 Tons	Estimated 200 Tons Total \$ 340,110.00 Estimated 200 Tons	Estimated 200 Tons Total \$ 340,110.00 Estimated 200 Tons	Estimated 200 Tons Total \$ 340,110.00 Estimated 200 Tons	\$ 52,707.00
Total For Group I												\$ 26,468,840.30

Company Name: P&S





Amendment 2

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group II: Sand and Seal In-place

Pay Item No.	Item Description	0-1000 SY/Job	0-1000 SY/Job +20%	1001-2000 SY/Job	1001-2000 SY/Job +20%	2001-3000 SY/Job	2001-3000 SY/Job +20%	Over 3000 SY/Job	Over 3000 SY/Job +20%	Sum of Extended Costs
2-1	Prime and Sand (Section 918)	Estimated 500 SY \$ 2.03 /SY Total: \$ 1,015.83	Estimated 500 SY \$ 2.44 /SY Total: \$ 1,220.00	Estimated 1500 SY \$ 0.88 /SY Total: \$ 1,015.83	Estimated 1500 SY \$ 0.81 /SY Total: \$ 1,215.00	Estimated 2500 SY \$ 0.62 /SY Total: \$ 1,551.96	Estimated 2500 SY \$ 0.74 /SY Total: \$ 1,850.00	Estimated 3500 SY \$ 0.62 /SY Total: \$ 2,172.75	Estimated 3500 SY \$ 0.74 /SY Total: \$ 2,590.00	\$ 6,875.00
341-1-1	Asphalt Membrane Interlayer (Section 341)	Estimated 500 SY \$ 14.90 /SY Total: \$ 7,449.42	Estimated 500 SY \$ 17.88 /SY Total: \$ 8,940.00	Estimated 1500 SY \$ 6.21 /SY Total: \$ 9,311.78	Estimated 1500 SY \$ 7.45 /SY Total: \$ 11,175.00	Estimated 2500 SY \$ 6.59 /SY Total: \$ 13,967.68	Estimated 2500 SY \$ 6.70 /SY Total: \$ 16,750.00	Estimated 3500 SY \$ 5.59 /SY Total: \$ 19,554.73	Estimated 3500 SY \$ 6.70 /SY Total: \$ 23,450.00	\$ 60,315.00
TOTAL FOR GROUP II										\$ 67,190.00

Company Name: P&S

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Clerk of the Circuit Court and Comptroller
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller
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eCertified Id: 7BCC-65FA-AB4G

IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group III: Milling Existing Asphalt Pavement In-place

Pay Item No.	Item Description	0-1000 SY/Job	0-1000 SY/Job +20%	1001-2000 SY/Job	1001-2000 SY/Job +20%	2001-3000 SY/Job	2001-3000 SY/Job +20%	Over 3000 SY/Job	Over 3000 SY/Job +20%	Sum of Extended Costs
327-70-A	Milling Existing Asphalt Pymt. (Contractor's Plant) Milled Material becomes property of the Contractor	Estimated 1,000 SY \$ 7.28 /SY Inch Total: \$ 7,280.12	Estimated 1,000 SY \$ 8.74 /SY Inch Total: \$ 8,740.00	Estimated 2,000 SY \$ 3.88 /SY Inch Total: \$ 7,765.46	Estimated 2,000 SY \$ 4.66 /SY Inch Total: \$ 8,320.00	Estimated 6,000 SY \$ 2.91 /SY Inch Total: \$ 23,296.37	Estimated 8,000 SY \$ 3.49 /SY Inch Total: \$ 27,920.00	Estimated 30,000 SY \$ 2.31 /SY Inch Total: \$ 69,415.05	Estimated 30,000 SY \$ 2.78 /SY Inch Total: \$ 83,400.00	\$ 129,380.00
327-70-B	Milling Existing Asphalt Pymt. (Yankee Lake Yard) Milled Material delivered to: 501 Yankee Lake Rd. Sanford FL 32771	Estimated 1,000 SY \$ 8.74 /SY Inch Total: \$ 8,736.14	Estimated 1,000 SY \$ 10.48 /SY Inch Total: \$ 10,480.00	Estimated 3,000 SY \$ 4.66 /SY Inch Total: \$ 13,984.59	Estimated 3,000 SY \$ 5.59 /SY Inch Total: \$ 16,770.00	Estimated 10,000 SY \$ 3.50 /SY Inch Total: \$ 34,989.70	Estimated 10,000 SY \$ 4.20 /SY Inch Total: \$ 42,000.00	Estimated 40,000 SY \$ 2.91 /SY Inch Total: \$ 116,481.64	Estimated 40,000 SY \$ 3.49 /SY Inch Total: \$ 139,600.00	\$ 208,850.00
327-70-C	Milling Existing Asphalt Pymt. (Oviedo Yard) Milled Material delivered to: 1820 N. County Rd 426 Oviedo, FL 32765	Estimated 1,000 SY \$ 7.74 /SY Inch Total: \$ 7,740.00	Estimated 1,000 SY \$ 9.29 /SY Inch Total: \$ 9,290.00	Estimated 4,000 SY \$ 4.13 /SY Inch Total: \$ 16,520.00	Estimated 4,000 SY \$ 4.96 /SY Inch Total: \$ 19,840.00	Estimated 12,000 SY \$ 3.10 /SY Inch Total: \$ 37,200.00	Estimated 12,000 SY \$ 3.72 /SY Inch Total: \$ 44,640.00	Estimated 50,000 SY \$ 2.58 /SY Inch Total: \$ 129,000.00	Estimated 50,000 SY \$ 3.10 /SY Inch Total: \$ 155,000.00	\$ 228,770.00
327-70-D	Milling Existing Asphalt Pymt. (5 Points Yard) Milled Material delivered to: 4170 S. Orlando Drive Sanford FL 32773	Estimated 1,000 SY \$ 8.74 /SY Inch Total: \$ 8,736.14	Estimated 1,000 SY \$ 10.48 /SY Inch Total: \$ 10,480.00	Estimated 2,000 SY \$ 4.66 /SY Inch Total: \$ 9,323.06	Estimated 2,000 SY \$ 5.59 /SY Inch Total: \$ 11,180.00	Estimated 6,000 SY \$ 3.50 /SY Inch Total: \$ 20,993.82	Estimated 8,000 SY \$ 4.20 /SY Inch Total: \$ 25,200.00	Estimated 20,000 SY \$ 2.91 /SY Inch Total: \$ 58,240.92	Estimated 20,000 SY \$ 3.49 /SY Inch Total: \$ 69,800.00	\$ 116,660.00
327-70-E	Milling Existing Asphalt Pymt. (Relocate) Milled Material delivered to: Location within 5 miles of Project Limits	Estimated 1,000 SY \$ 8.74 /SY Inch Total: \$ 8,736.14	Estimated 1,000 SY \$ 10.48 /SY Inch Total: \$ 10,480.00	Estimated 2,000 SY \$ 4.66 /SY Inch Total: \$ 9,323.06	Estimated 2,000 SY \$ 5.59 /SY Inch Total: \$ 11,180.00	Estimated 4,000 SY \$ 3.50 /SY Inch Total: \$ 13,995.88	Estimated 4,000 SY \$ 4.20 /SY Inch Total: \$ 16,800.00	Estimated 10,000 SY \$ 2.91 /SY Inch Total: \$ 29,120.46	Estimated 10,000 SY \$ 3.49 /SY Inch Total: \$ 34,900.00	\$ 73,360.00
TOTAL FOR GROUP III										\$ 757,020.00

Company Name: P&S

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Seminole County, FloridaSeminole County Clerk of the Circuit Court and Comptroller
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**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group IV: Temporary Pavement Marking in-place

Pay Item No.	Item Description	Estimated Qty.	Units	Unit Cost	Unit Cost +20%	Sum of Extended Cost
102-78	Temporary Retroreflective Pavement Markers	2,000	EA	\$ 6.67	\$ 8.01	\$ 13,346.40
102-911-2	Removable Tape, White/Black, Solid, 6"	1,000	LF	\$ 2.00	\$ 2.40	\$ 2,001.96
102-912-2	Removable Tape, Yellow, Solid, 6"	1,000	LF	\$ 2.00	\$ 2.40	\$ 2,001.96
710-11-121	Temporary Pavement Markings, Paint, White, Solid, 6"	20,000	LF	\$ 0.33	\$ 0.40	\$ 6,673.20
710-11-123	Temporary Pavement Markings, Paint, White, Solid, 12"	4,000	LF	\$ 0.33	\$ 0.40	\$ 1,334.64
710-11-125	Temporary Pavement Markings, Paint, White, Solid, 24"	2,000	LF	\$ 4.00	\$ 4.80	\$ 8,007.84
710-11-221	Temporary Pavement Markings, Paint, Yellow, Solid, 6"	30,000	LF	\$ 0.33	\$ 0.40	\$ 10,009.80
710-11-224	Temporary Pavement Markings, Paint, Yellow, Solid, 18"	2,000	LF	\$ 1.67	\$ 2.00	\$ 3,336.60
710-11-160-B	Temporary Pavement Markings, Paint, White, Message, "SCHOOL"	20	EA	\$ 94.54	\$ 113.44	\$ 1,890.74
710-11-160-C	Temporary Pavement Markings, Paint, White, Message, "MERGE"	5	EA	\$ 94.54	\$ 113.44	\$ 472.69
710-11-160-E	Temporary Pavement Markings, Paint, White, Message, "RIGHT"	10	EA	\$ 94.54	\$ 113.44	\$ 945.37
710-11-160-F	Temporary Pavement Markings, Paint, White, Message, "TRIAL"	5	EA	\$ 94.54	\$ 113.44	\$ 472.69
710-11-160-G	Temporary Pavement Markings, Paint, White, Message, "XING"	5	EA	\$ 94.54	\$ 113.44	\$ 472.69
710-11-160-H	Temporary Pavement Markings, Paint, White, Message, "LEFT"	10	EA	\$ 94.54	\$ 113.44	\$ 945.37
710-11-160-J	Temporary Pavement Markings, Paint, White, Message, "TURN"	5	EA	\$ 94.54	\$ 113.44	\$ 472.69
710-11-160-K	Temporary Pavement Markings, Paint, White, Message, "LANE"	5	EA	\$ 94.54	\$ 113.44	\$ 472.69
710-11-160-L	Temporary Pavement Markings, Paint, White, Message, "ONLY"	10	EA	\$ 94.54	\$ 113.44	\$ 945.37
710-11-160-P	Temporary Pavement Markings, Paint, White, Message, "RXR"	20	EA	\$ 133.48	\$ 160.16	\$ 2,669.28
710-11-170	Temporary Pavement Markings, Paint, White, Arrow (Single)	50	EA	\$ 46.71	\$ 56.05	\$ 2,335.62
710-11-170-A	Temporary Pavement Markings, Paint, White, Arrow (Turn & Thru)	10	EA	\$ 94.54	\$ 113.44	\$ 945.37
710-11-180	Temporary Pavement Markings, Paint, White, Yield Line	10	LF	\$ 6.01	\$ 7.21	\$ 60.06
TOTAL FOR GROUP IV						\$ 59,813.00

Company Name: P&S

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Seminole County, Florida



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**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group V: Misc. Items - LD's, Mobilization, MOT, Traffic Control Officer, PCMS, Rework Exist. Asph., Utility Valve & MH Adjust, Asph. Curb

Pay Item No.	Description	Quantity	Quantity +20%	Sum of Extended Cost
5-1	Liquidated Damages LD (For Major Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -1,000.00 ED Total: -\$1,000.00.	Estimated 1 Each per Project -1,000.00 ED Total: -\$1,000.00	Do Not Include this Item In Bid Total
5-2	Liquidated Damages LD (For Minor Streets/Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -\$500.00 ED Total: -\$500.00	Estimated 1 Each per Project -\$500.00 ED Total: -\$500.00	Do Not Include this Item In Bid Total
101-1	Mobilization Charge (not to exceed 5% of contract total) Includes all Labor, Equipment and Materials.	Estimated 1 Each per Project Not to Exceed 5% of Contract Total.	Estimated 1 Each per Project Not to Exceed 5% of Contract Total	Do Not Include this Item In Bid Total.
101-2	Mobilization Charge for 24-hour Emergency Response. Includes all Labor, Equipment and Materials	Estimated 1 EA per Response \$3,336.60	Estimated 1 EA per Response \$4,003.92	\$ 4,003.92
102-1	Maintenance of Traffic. Includes all Labor, Equipment and Materials. (not to exceed \$1500 per day)	Estimated 30 ED \$ 1,500.00 /ED	Estimated 30 ED \$ 1,500.00 /ED	\$ 45,000.00
102-14	Traffic Control Officer 2 Hours Minimum + Travel Time	Estimated 100 HR \$83.42	Estimated 100 HR \$100.10	\$ 10,010.00
102-99	Portable Changeable Message Sign	Estimated 1,000 ED \$33.37	Estimated 1,000 ED \$40.04	\$ 40,040.00
324-1	Rework Existing Asphalt Pavement Using Indirect Heat	Estimated 800 SY \$ 6.67 /SY	Estimated 800 SY \$8.00	\$ 6,400.00
425-6	Water Valve or Similar Cover Adjustment	Estimated 25 EA \$ 166.83 /EA	Estimated 25 EA \$200.20	\$ 5,005.00
425-7	Manhole Ring Adjustment	Estimated 25 EA \$ 260.25 /EA	Estimated 25 EA \$300.30	\$ 7,507.50
525-1	Asphaltic Concrete Curb	Estimated 500 LF \$ 27.81 /LF	Estimated 500 LF \$33.37	\$ 16,685.00
TOTAL FOR GROUP V				\$ 134,651.42

Company Name: P&S

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Seminole County, Florida



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IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials

Group VI: Asphalt Materials - FOB @ Plant and FOB to Job Site

Pay Item No.	Description	FOB Plant	FOB Plant +20%	FOB Job Site	FOB Job Site +20%	Sum of Extended Cost
6-1	SP-12.5 Hot Mix Asphaltic Concrete Traffic Level C (Section 334)	Estimated 1000 Tons \$ 72.29 /Ton Total: \$ 72,293.00	Estimated 1000 Tons \$ 86.75 /Ton Total: \$ 86,750.00	Estimated 200 Tons \$ 97.87 /Ton Total: \$ 19,574.72	Estimated 200 Tons \$ 117.45 /Ton Total: \$ 23,490.00	\$ 110,240.00
6-2	SP-9.5 Hot Mix Asphaltic Concrete Traffic Level C (Section 334)	Estimated 1000 Tons \$ 74.52 /Ton Total: \$ 74,517.40	Estimated 1000 Tons \$ 89.42 /Ton Total: \$ 89,420.00	Estimated 200 Tons \$ 103.43 /Ton Total: \$ 20,686.92	Estimated 200 Tons \$ 124.12 /Ton Total: \$ 24,824.00	\$ 114,244.00
6-3	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22) (Section 337)	Estimated 200 Tons \$ 90.09 /Ton Total: \$ 18,017.64	Estimated 200 Tons \$ 108.11 /Ton Total: \$ 21,622.00	Estimated 200 Tons \$ 114.56 /Ton Total: \$ 22,911.32	Estimated 200 Tons \$ 137.47 /Ton Total: \$ 27,494.00	\$ 49,116.00
6-4	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22) (Section 337)	Estimated 200 Tons \$ 92.31 /Ton Total: \$ 18,462.52	Estimated 200 Tons \$ 110.78 /Ton Total: \$ 22,156.00	Estimated 200 Tons \$ 114.56 /Ton Total: \$ 22,911.32	Estimated 200 Tons \$ 137.47 /Ton Total: \$ 27,494.00	\$ 49,650.00
6-5	Asphalt Milling Material	Estimated 500 Tons \$ 23.91 /Ton Total: \$ 11,956.15	Estimated 500 Tons \$ 28.69 /Ton Total: \$ 14,345.00	Estimated 500 Tons \$ 28.69 /Ton Total: \$ 13,346.40	Estimated 500 Tons \$ 32.03 /Ton Total: \$ 16,015.00	\$ 30,360.00
6-6	Tack Type RS-1/RS-2 (Section 300)	Estimated 1000 Gallons \$ 5.00 /Gal Total: \$ 5,004.90	Estimated 1000 Gallons \$ 6.01 /Ton Total: \$ 6,010.00			\$ 6,010.00
TOTAL FOR GROUP VI						\$ 359,620.00

Company Name: P&S

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**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Pay Item No.	Description	0-50 CY/Job	0-50 CY/Job +20%	51-100 CY/Job	51-100 CY/Job +20%	101-500 CY/Job	101-500 CY/Job +20%	Over 500 CY/Job	Over 500 CY/Job +20%	Sum of Extended Cost
120-1	Regular Excavation	Estimated 50 CY \$ 146.73 /CY Total: \$ 7,336.65	Estimated 50 CY \$ 176.06 /CY Total: \$ 8,804.00	Estimated 100 CY \$ 73.37 /CY Total: \$ 7,336.65	Estimated 100 CY \$ 88.04 /CY Total: \$ 8,804.00	Estimated 500 CY \$ 14.67 /CY Total: \$ 7,336.65	Estimated 500 CY \$ 17.61 /CY Total: \$ 8,805.00	Estimated 500 CY \$ 9.20 /CY Total: \$ 7,359.12	Estimated 500 CY \$ 11.04 /CY Total: \$ 8,832.00	\$ 35,245.00
120-8	Embankment	Estimated 50 CY \$ 79.01 /SY Total: \$ 3,950.45	Estimated 50 CY \$ 94.81 /CY Total: \$ 4,740.50	Estimated 100 CY \$ 39.50 /SY Total: \$ 3,950.45	Estimated 100 CY \$ 47.41 /CY Total: \$ 4,741.00	Estimated 500 CY \$ 18.06 /SY Total: \$ 9,029.80	Estimated 500 CY \$ 21.87 /CY Total: \$ 10,835.00	Estimated 500 CY \$ 12.42 /SY Total: \$ 9,932.56	Estimated 500 CY \$ 14.90 /CY Total: \$ 11,920.00	\$ 32,236.50
121-70	Flowable Fill	Estimated 50 CY \$ 395.05 /CY Total: \$ 19,782.25	Estimated 50 CY \$ 474.05 /CY Total: \$ 23,702.50	Estimated 100 CY \$ 395.05 /CY Total: \$ 39,504.50	Estimated 100 CY \$ 474.05 /CY Total: \$ 47,405.00	Estimated 500 CY \$ 395.05 /CY Total: \$ 19,782.25	Estimated 500 CY \$ 474.05 /CY Total: \$ 23,702.50	Estimated 500 CY \$ 395.05 /CY Total: \$ 39,504.50	Estimated 500 CY \$ 474.05 /CY Total: \$ 47,405.00	\$ 71,107.50
160-4	12" Type B Stabilization LBR 40	Estimated 500 SY \$ 10.72 /SY Total: \$ 5,361.33	Estimated 500 SY \$ 12.87 /CY Total: \$ 6,435.00	Estimated 2000 SY \$ 8.18 /SY Total: \$ 16,366.15	Estimated 2000 SY \$ 9.82 /CY Total: \$ 19,640.00	Estimated 3000 SY \$ 5.64 /SY Total: \$ 16,930.50	Estimated 3000 SY \$ 6.77 /CY Total: \$ 20,310.00	Estimated 4000 SY \$ 4.80 /SY Total: \$ 19,187.80	Estimated 4000 SY \$ 5.76 /CY Total: \$ 23,040.00	\$ 69,425.00
285-701	Base Group 01 (4" Limerock LBR 100)	Estimated 500 SY \$ 16.93 /SY Total: \$ 8,465.25	Estimated 500 SY \$ 20.32 /CY Total: \$ 10,180.00	Estimated 1000 SY \$ 14.48 /SY Total: \$ 14,458.65	Estimated 1000 SY \$ 17.35 /CY Total: \$ 17,350.00	Estimated 1500 SY \$ 13.33 /SY Total: \$ 19,994.92	Estimated 1500 SY \$ 16.00 /CY Total: \$ 24,000.00	Estimated 2000 SY \$ 12.22 /SY Total: \$ 24,447.84	Estimated 2000 SY \$ 14.67 /CY Total: \$ 29,340.00	\$ 80,850.00
285-706	Base Group 06 (8" Limerock LBR 100)	Estimated 500 SY \$ 33.86 /SY Total: \$ 16,930.50	Estimated 500 SY \$ 40.63 /CY Total: \$ 20,315.00	Estimated 1000 SY \$ 28.22 /SY Total: \$ 28,217.50	Estimated 1000 SY \$ 33.86 /CY Total: \$ 33,860.00	Estimated 1500 SY \$ 18.49 /SY Total: \$ 27,732.16	Estimated 1500 SY \$ 22.19 /CY Total: \$ 33,285.00	Estimated 2000 SY \$ 17.36 /SY Total: \$ 34,718.81	Estimated 2000 SY \$ 20.83 /CY Total: \$ 41,660.00	\$ 129,120.00
285-709-A	Base Group 09 (10" Limerock LBR 100)	Estimated 500 SY \$ 40.00 /SY Total: \$ 20,000.00	Estimated 500 SY \$ 48.00 /CY Total: \$ 24,000.00	Estimated 1000 SY \$ 30.00 /SY Total: \$ 30,000.00	Estimated 1000 SY \$ 36.00 /CY Total: \$ 36,000.00	Estimated 1500 SY \$ 22.01 /SY Total: \$ 33,015.00	Estimated 1500 SY \$ 26.41 /CY Total: \$ 39,615.00	Estimated 2000 SY \$ 21.01 /SY Total: \$ 42,020.00	Estimated 2000 SY \$ 25.21 /CY Total: \$ 50,420.00	\$ 150,035.00
285-709-B	Base Group 09 (8" Type B-12.5)	Estimated 500 SY \$ 79.01 /SY Total: \$ 39,504.50	Estimated 500 SY \$ 94.81 /CY Total: \$ 47,405.00	Estimated 1000 SY \$ 56.44 /SY Total: \$ 112,870.00	Estimated 1000 SY \$ 67.72 /CY Total: \$ 135,440.00	Estimated 1500 SY \$ 34.31 /SY Total: \$ 102,937.44	Estimated 1500 SY \$ 41.17 /CY Total: \$ 123,510.00	Estimated 2000 SY \$ 33.18 /SY Total: \$ 132,735.12	Estimated 2000 SY \$ 39.82 /CY Total: \$ 159,280.00	\$ 465,635.00
570-1-2	Performance Turf, Sod	Estimated 500 SY \$ 9.03 /SY Total: \$ 4,514.80	Estimated 500 SY \$ 10.84 /CY Total: \$ 5,420.00	Estimated 1000 SY \$ 6.77 /SY Total: \$ 6,772.20	Estimated 1000 SY \$ 8.13 /CY Total: \$ 8,130.00	Estimated 1500 SY \$ 5.64 /SY Total: \$ 8,465.25	Estimated 1500 SY \$ 6.77 /CY Total: \$ 10,155.00	Estimated 2000 SY \$ 4.61 /SY Total: \$ 9,029.80	Estimated 2000 SY \$ 5.42 /CY Total: \$ 10,840.00	\$ 34,545.00
577-70	Shoulder Rework	Estimated 500 SY \$ 15.80 /SY Total: \$ 7,900.80	Estimated 500 SY \$ 18.96 /CY Total: \$ 9,480.00	Estimated 1000 SY \$ 6.77 /SY Total: \$ 6,772.20	Estimated 1000 SY \$ 8.13 /CY Total: \$ 8,130.00	Estimated 1500 SY \$ 5.64 /SY Total: \$ 8,465.25	Estimated 1500 SY \$ 6.77 /CY Total: \$ 10,155.00	Estimated 2000 SY \$ 4.61 /SY Total: \$ 9,029.80	Estimated 2000 SY \$ 5.42 /CY Total: \$ 10,840.00	\$ 38,605.00
TOTAL FOR GROUP VII										\$ 1,106,804.00

Company Name: P&S

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Seminole County, Florida



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**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Totals: Group I thru VII

Group No.	Group Description	Totals
Group I	Asphalt Concrete and Friction Course in-place	\$ 26,466,940.30
Group II	Sand and Seal in-place	\$ 67,190.00
Group III	Milling Existing Asphalt Pavement in-place	\$ 757,020.00
Group IV	Temporary Pavement Marking in-place	\$ 59,813.00
Group V	Misc. Items - LD's, MOB, MOT, Traffic Control Officer, PCMS, Valve & MH Adjust, Asph. Curb	\$ 134,651.42
Group VI	Asphalt Materials - FOB @ Plant and FOB to Job Site	\$ 359,620.00
Group VII	Earthwork	\$ 1,106,804.00
TOTAL GROUP I THRU VII		\$ 28,952,038.72

Company Name: P&S

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Seminole County, Florida



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EXHIBIT "BOND SAMPLE"

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: P&S Paving, Inc.
Principal Business Address: 3701 Olson Drive
Daytona Beach, Florida 32124
Contact Person: Curtis Long, Vice President
Phone Number: (386) 258-7911

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 Project Number: Pavement Management Program Services
Seminole County Piggyback**

Description of Work: Pavement Management Program Services

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

Legal Description: Locations within City of Port Orange, Volusia County, Florida

Front Page

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

P&S Paving, Inc.

Pavement Management Program 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, **P&S Paving, 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 _____ 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 Piggyback Agreement, having an effective date of _____, entered into by and between the Principal and the City, for Pavement Management Program 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:

P&S PAVING, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Curtis Long, Vice 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.

EXHIBIT "TASK AUTHORIZATION SAMPLE"

Consisting of 3 Pages

TASK AUTHORIZATION NO. [REDACTED]
Piggyback Agreement dated [REDACTED]
Between the City of Port Orange, Florida and P&S Paving, 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 **P&S PAVING, INC.**, a Florida corporation with its principal place of business at 3701 Olson Drive, Daytona Beach, Florida 32124 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Piggyback Agreement as dated above, 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. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to [REDACTED] as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**
3. Contractor shall complete the services to be provided herein within [REDACTED] days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in **Exhibit "1"** attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$ [REDACTED]. 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.
5. 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 "2,"** and acceptable to the Port Orange 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 contract 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. [REDACTED].
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:

P&S PAVING, INC.

By: _____
Printed Name: _____ Curtis Long, Vice President

Date: _____
Printed Name: _____

CITY OF PORT ORANGE

By: _____
Wayne Clerk, City Manager

Date: _____

ATTEST:

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

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2023

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 Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2415		CONTACT NAME: Julie Kuhlman PHONE (A/C, No, Ext): (386) 239-5742 E-MAIL ADDRESS: Julie.Kuhlman@bbrown.com FAX (A/C, No):															
INSURED P&S PAVING INC. 3701 OLSON DRIVE DAYTONA BEACH FL 32124		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><th>INSURER</th><th>NAIC #</th></tr><tr><td>INSURER A: The Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER B: Great American Assurance Company</td><td>16691</td></tr><tr><td>INSURER C: The Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER D: Westchester Surplus Lines Insurance Company</td><td>10172</td></tr><tr><td>INSURER E: Travelers Excess and Surplus Lines Company</td><td>29696</td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER	NAIC #	INSURER A: The Travelers Indemnity Company	25658	INSURER B: Great American Assurance Company	16691	INSURER C: The Charter Oak Fire Insurance Company	25615	INSURER D: Westchester Surplus Lines Insurance Company	10172	INSURER E: Travelers Excess and Surplus Lines Company	29696	INSURER F:	
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INSURER E: Travelers Excess and Surplus Lines Company	29696																
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 2023-24 **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:			VTC2K-9T259756-IND-23	05/15/2023	05/15/2024	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
	EACH OCCURRENCE	\$ 2,000,000																			
	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000																			
	MED EXP (Any one person)	\$ 5,000																			
PERSONAL & ADV INJURY	\$ 2,000,000																				
GENERAL AGGREGATE	\$ 4,000,000																				
PRODUCTS - COMP/OP AGG	\$ 4,000,000																				
	\$																				
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			VTC2K-CAP-9T259768-IND-23	05/15/2023	05/15/2024	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>PIP</td><td>\$ 10,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	PIP	\$ 10,000				
	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
	BODILY INJURY (Per person)	\$																			
	BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																				
PIP	\$ 10,000																				
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			TUE 5070068 00	05/15/2023	05/15/2024	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 3,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 3,000,000	AGGREGATE	\$ 3,000,000		\$								
	EACH OCCURRENCE	\$ 3,000,000																			
AGGREGATE	\$ 3,000,000																				
	\$																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-5W448764-23-25-K	05/15/2023	05/15/2024	<table border="1"><tr><td>☒ PER STATUTE ☐ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
☒ PER STATUTE ☐ OTHER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
D	POLLUTION LIABILITY			G73551390 002	05/15/2023	05/15/2024	<table border="1"><tr><td>Each Pollution Condition</td><td>\$2,000,000</td></tr><tr><td>General Aggregate</td><td>\$2,000,000</td></tr></table>	Each Pollution Condition	\$2,000,000	General Aggregate	\$2,000,000										
Each Pollution Condition	\$2,000,000																				
General Aggregate	\$2,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS
CONTRACT IFB 603616 19 BJC
CITY OF PORT ORANGE ITS OFFICIALS, OFFICERS AND EMPLOYEES ARE ADDITIONAL INSURED AND A WAIVER OF SUBROGATION APPLIES, AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF PORT ORANGE 1000 CITY CENTER CIRCLE PORT ORANGE FL 32119	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 
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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED P&S PAVING INC.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes**OTHER POLICIES:**

INLAND MARINE-TRAVELERS EXCESS AND SURPLUS LINES COMPANY - (NAIC #29696)-POLICY #630 6W809025-EFFECTIVE 5/15/23 TO 5/15/24-EQUIPMENT LEASED/RENTED \$500,000 LIMIT

CURRENT BLANKET POLICY FORMS:**GENERAL LIABILITY:**

- 1) CG D6 04 0219 - BLANKET ADDITIONAL INSURED - AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (ONGOING & COMPLETED OPERATIONS)
- 2) CGT100 0219 - COMMERCIAL GENERAL LIABILITY COVERAGE FORM (ADDITIONAL INSURED - LESSOR OF EQUIPMENT, ADDITIONAL INSURED - MGR OR LESSOR OF PREMISES; PRIMARY NON-CONTRIBUTORY)
- 3) CG D3 16 0219 - XTEND ENDORSEMENT FOR CONTRACTORS (WAIVER OF SUBROGATION)
- 4) IL T4 05 - DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US (30 DAY NOTICE OF CANCELLATION)

AUTO LIABILITY

- 1) CA T4 74 08 17 - ADDITIONAL INSURED - BLANKET - PRIMARY & NON-CONTRIBUTORY WITH OTHER INSURANCE
- 2) CA F2 19 0321 - BUSINESS AUTO EXTENSION ENDORSEMENT - FLORIDA (WAIVER OF SUBROGATION)
- 3) IL T4 05 - DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US (30 DAY NOTICE OF CANCELLATION)

EXCESS LIABILITY**FOLLOW-FORM COVERAGE**

THE EXCESS POLICY APPLIES IN EXCESS OF THE GENERAL LIABILITY AND EMPLOYERS LIABILITY.

WORKERS COMPENSATION

- 1) WC 00 03 13 - WAIVER OF OUR RIGHT TO RECOVER
- 2) WC 99 06 R3 - NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS (30 DAY NOTICE OF CANCELLATION)

POLLUTION LIABILITY

- 1) ENV-3250 1218 - ADDITIONAL INSURED ENDORSEMENT - ONGOING WORK OR OPERATIONS
- 2) ENV-3251 1218 - ADDITIONAL INSURED ENDORSEMENT - PRODUCTS -COMPLETED OPERATIONS HAZARD
- 3) ENV-3143 0305 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
- 4) ENV-3253 1218 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 1/9/2024

SUBJECT: (C12a) Ratification of Emergency Contract with Energy Air, Inc. for the Rental of Temporary Chillers at the Police Department

DEPARTMENT: Public Works

GOAL: 1 - Public Safety
3 - Quality of Life

RECOMMENDED MOTION: Move to ratify the Emergency Rental Contract with Energy Air, Inc. for the rental of temporary chillers at the Police Department and authorize the continued rental expense until the new chillers are received and installed.

SUMMARY: In November 2023, the two chiller units at the Police Department stopped working and with temperatures in the building being in the 90's, an immediate solution was needed. Public Works & Engineering staff contacted and met with Energy Air, an HVAC contractor, to determine the cause of failure and to come up with a repair plan. Upon inspection of the chillers, Energy Air estimated that the cost of repairs to the failed components would be greater than \$150,000, which is over half of the value of new units. They recommended purchasing new chillers over repairing the existing ones, noting that additional issues would likely be discovered while making repairs. At that time, temporary chillers were rented to provide air conditioning to the building until new chillers could be purchased and installed. These rented chillers will remain until new equipment is received and installed. Energy Air was the only company able to provide the equipment and address the immediate need for air conditioning at the Police Department.

The cost for the temporary chillers was \$43,570.45 for the initial month of November 2023, including installation and set up fees, and \$39,800.00 per month thereafter, not to exceed 15 consecutive months.

The ultimate length of the rental term will be determined by the timing of the new equipment delivery and installation, currently expected in August 2024. Staff anticipates at least 10 months of rental at a total cost of \$401,770.45.

Staff is requesting ratification of the emergency rental of the equipment and authorization to continue renting the chillers until the new ones are received and installed.

PRESENTER: Tom DiEulio

ATTACHMENTS:

1.	Executed Emergency Contact with Energy Air, Inc (1)	Executed Emergency Contact with Energy Air, Inc (1).pdf
2.	Port Orange Police Dept United Rental revised	Port Orange Police Dept United Rentalrevised.pdf

Denyce Frey	Created/Initiated - 10/24/2023
Tom DiEulio	Approved - 10/25/2023
John McKinney	Approved - 12/8/2023
Matthew Jones	Approved - 12/18/2023
Wayne Clark	Approved - 12/28/2023
Tracee Cody	Final Approval - 12/29/2023



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 15 day of December, 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 **ENERGY AIR, INC.** ("Contractor"), a Florida corporation whose principal address is 5401 Energy Air Court, Orlando, Florida 32810. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide temporary rental of chillers for the Police Department, and as more specifically described in the Scope of Services in Contractor's signed Quote dated October 20, 2023, attached hereto as Exhibit "1," all of which are made a part hereof by reference and shall constitute the formal written Contract between the City and the Contractor.

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

Term: Notwithstanding the date of execution, services shall commence upon date of delivery and continue for a period not to exceed eighteen (18) months ("Term").

Manner and Place: The work shall be performed 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 service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued and executed by the City. The City reserves the right to contract with other parties for the goods and 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 the Contractor at the pricing set forth in Exhibit "1," in an amount 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 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."

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

5. 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 23 of this contract concerning disputes.

6. 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.

7. 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.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, 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 final payment 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.

9. 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.

10. 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.

11. 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 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 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.

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☐	Workers' Compensation 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</u> Up to \$10 million <u>Limits</u> 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	
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 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 - \$ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$100,000.00.		
☒	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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, CMC. 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. 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.

29. 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 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5752
Contractor:	Energy Air, Inc. Attention: John M. Bartkovich, President 5401 Energy Air Court Orlando, Florida 32810 (407) 886-3729 – Telephone serviceCMoffice@energyair.com – E-Mail

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement 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.

30. 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.

31. 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.

Witnesses:

ENERGY AIR, INC.

Heather T. Gorney
Printed Name: Heather T. Gorney

Jessica Kline
Printed Name: Jessica Kline

By: X 
John M. Bartkovich, 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 Entity.

Date: 12/14/23

CITY OF PORT ORANGE

By: _____

Wayne Clark, City Manager

Date: _____

12/15/2023



ATTEST:

By: _____

Tracee Cody, FCRM, Deputy City Clerk

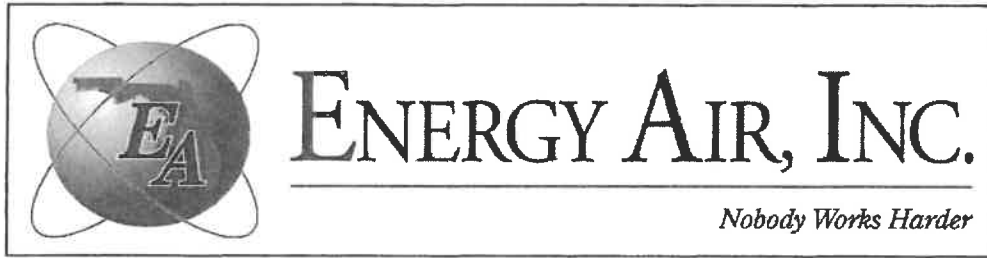
Date: _____

12/15/2023

EXHIBIT “1”

Contractor's Quote

Consisting of 1 Page



Customer Name: Port Orange Police Dept.
Address: 4545 Clyde Morris Blvd
City: Port Orange , Fl. 32129

Date: 10/20/23

Energy Air, Inc. is pleased to present this proposal to repair the following equipment.

Unit Description:

Model Number: N/A

Serial Number: N/A

Scope of Work

First month rental \$43,570.45 Each additional Month would be \$39,800.00 Price includes: setting of rental equipment(2-150 ton temporary Chillers), victolic connections, connecting electrical of rental equipment to existing electrical connection, and start up.

Parts and Materials: 40,974.85

Refrigerant:

Labor: 2,595.60

Freight Charge

Standard Cost: 43,570.45

Total due upon completion: 43,570.45

This price is firm for 7 days. Quoted **labor is guaranteed for 90 days** by Energy Air, Inc. All **parts are guaranteed** by the manufacturer for a period of **1 year from the date of installation**. Any applicable taxes are included. All work is to be performed during normal business hours unless prior arrangements have been made. Exclusions, anything not listed in above Scope of Work. All parts orders and scheduling are to take place upon your signed acceptance, and in consideration of parts availability.

Thank you for your request for this proposal. We appreciate the opportunity to provide this service. Should you have any questions, or need any additional information, please do not hesitate to call us at the number listed below.

Sincerely:

Tim LaForest

Customer Acceptance

Signature: See Page 11 of Standard Contract for Services

Print: _____

Date: _____



Customer Name: Port Orange Police Dept.
Address: 4545 Clyde Morris Blvd
City: Port Orange , FL 32129

Date: 10/20/23

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Sincerely:
Tim LaForest

Customer Acceptance

Signature: _____

Print: _____

Date: _____



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 1/9/2024

SUBJECT: (C12b) Ratification of the emergency purchase order for Validated Custom Solutions for the purchase of two (2) chiller units at the Police Department

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to ratify the emergency purchase of two (2) chiller units at the Police Department in the amount of \$295,300 from Validated Custom Solutions.

SUMMARY: In November 2023, the two chiller units at the Police Department stopped working. Public Works & Engineering staff contacted and met with Energy Air, an HVAC contractor, to determine the cause of failure and to come up with a repair plan. Upon inspection of the chillers, Energy Air estimated that the cost of repairs to the failed components would be greater than \$150,000, which is over half of the value of new units. They recommended purchasing new chillers over repairing the existing ones, noting that additional issues would likely be discovered while making repairs. At that time, temporary chillers were rented to provide air conditioning to the building until new chillers could be purchased and installed. The cost of the rental chillers is approximately \$40,000 per month.

As the City's contractor currently assessing the entire HVAC system at the Police Department, Schenkel & Schultz TLC Engineering was contacted to assist with specifying new chillers. Representatives of four chiller manufacturers (Carrier, Trane, Daikin, & York) were contacted to determine the availability and cost of new chillers. York and Daikin had the fastest lead time for the chillers, so they were contacted to provide price quotes. The chillers from York were the least expensive and were available in Spring 2024. The Daikin chillers will be available in August 2024 and are more expensive than the York. The York chillers were selected for the emergency purchase. The available chillers from York are on a first-come, first served basis and would not have been available if non-emergency purchasing procedures were followed. Therefore, the purchase was deemed an emergency purchase. Validated Custom Solutions is the manufacturer's local sales representative for York chillers, so the purchase order was issued to them. The installation of the chillers along with some additional improvements to the HVAC system at the Police Department will be bid out.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Executed Purchase of Police Department two (2) York - Air Cooled Scroll Chillers for the Police Department.	Executed Purchase of Police Department two (2) York - Air Cooled Scroll Chillers for the Police Department..pdf
2.	PO-003495 2023-12-13	PO-003495 2023-12-13.pdf
3.	Department Justification Memo - Police Department Chiller Emergency Purchase jcm	Department Justification Memo - Police Department Chiller Emergency Purchase jcm.docx
4.	Notice of Agent Agreement - York	Notice of Agent Agreement - York.pdf
5.	VCS PROPOSAL-PORT ORANGE POLICE_York	VCS PROPOSAL-PORT ORANGE POLICE_York.pdf
6.	Port Orange Police Department_Proposal_Daikin	Port Orange Police Department_Proposal_Daikin.pdf

Julia Wiggins	Created/Initiated - 12/14/2023
Junos Reed	Approved - 12/15/2023
John McKinney	Approved - 12/22/2023
Matthew Jones	Approved - 12/22/2023
Wayne Clark	Approved - 12/28/2023
Tracee Cody	Final Approval - 12/29/2023



Customer: ALL BIDDERS
Attention: ALL BIDDERS
Job Name: PORT ORANGE POLICE
Engineer: TLC MELBOURNE

From: RYAN VACCARO
Date: 12/5/23
Terms of Delivery: FOB SITE
Terms of Payment: NET 30 DAYS, PENDING CREDIT APPROVAL, NO RETENTION

PORT ORANGE POLICE – CHILLER REPLACEMENT

ITEM	DESCRIPTION	ATTACHMENT	QTY.
A	YORK- AIR COOLED SCROLL CHILLER- YLAA	A	2

- YORK STOCK CHILLER PROGRAM CAN PROVIDE CHILLERS WITH EXPEDITED LEAD TIMES
 - TWO (2) CHILLER CAN BE AVAILABLE BY THE END OF MARCH, 2024

Prices are Total Net Price (sales tax not included)..... **BASE PRICE \$239,322.00**

Storage Fee Not Included Price Valid for 15 days

THIS PROPOSAL IS PROPRIETARY AND CONFIDENTIAL. DISTRIBUTION IS PROHIBITED WITHOUT PRIOR CONSENT.

OPTION	DESCRIPTION	ADD PRICE
A	10 YEAR PARTS, LABOR, REFRIGERANT WARRANTY ON FULL UNIT	\$51,375.00
B	STARTUP OF TWO (2) YLAA0155 UNITS	\$4,603.00

Prices are Total Net Price (sales tax not included)..... **PROJECT VALUE \$295,300.00**

Thank you for considering VALIDATED CUSTOM SOLUTIONS on this project. If there are any questions or concerns, please do not hesitate to contact me immediately.

Sincerely,

Ryan Vaccaro

321-290-3107

rvaccaro@envelopgroup.com



ITEM	DESCRIPTION	ATTACHMENT	QTY.
A	YORK- AIR COOLED SCROLL CHILLER- YLAA	A	2

STANDARD UNIT FEATURES:

- COMPRESSOR
 - Hermetic scroll
- COMPRESSOR MOTOR
 - Capable of monitoring compressor motor current which provides protection against reverse rotation, phase-loss and phase-imbalance
- BRAZED PLATE EVAPORATOR
 - 316L stainless steel corrugated channel plates
 - Water inlet and outlet connections are grooved for compatibility with field supplied couplings
- MICROCHANNEL CONDENSER
 - Integral subcooling
 - Rated for 650 psig
- CONDENSER FANS
 - Direct driven independent motors
 - Fan guards constructed of heavy gauge rust resistant coated steel
 - All blades statically and dynamically balanced
- CONDENSER FAN MOTORS
 - TEAO type motors
 - Permanently lubricated bearings
- CONTROL/ELECTRICAL CABINETS
 - NEMA 3R/12 cabinet
 - Liquid tight conduit to compressor and fans

INCLUDED:

- WARRANTY
 - 12 month parts warranty
 - **See price adds for extended warranty options**
 - **Extended warranty is only valid with proper servicing of equipment.**
 - Warranty service agreement is not an on call service agreement.**
 - Microchannel coil 5 year parts warranty
- Provide Model YLAA0155SE46VSD (Qty: 2)
- Refrigerant Type: R410a
- Power: 460/3/60 Application
- Single point non-fused disconnect switch with lockable handle
- Control transformer
- Both low/high ambient kit
- Hot gas bypass
- Electronic expansion valve
- Flow switch and extension kit



-
- Wire / louvered enclosure panels
 - Neoprene isolators
 - Service isolation valves
 - VSD condenser fans
 - Field applied post-coated microchannel coils
 - Native communications – BACnet (MS/TP), Modbus, and N2

NOT INCLUDED:

- Installation, rigging, storage
- Sound kits
- Heat recovery
- Pump kit



Standard Terms and Conditions – U.S.A./Canada

References to "products", "equipment" or "services" herein shall mean those to be furnished by Seller as identified on the applicable Seller Quotation

(1) **AGREEMENT AND LIMITATIONS.** Buyer accepts these Standard Terms and Conditions by signing and returning Seller's Quotation, by sending a purchase order in response to the Quotation, or Buyer's instructions to Seller to begin work, including shipment of product or performance of services. Upon Buyer's acceptance, Seller's Quotation and the related terms and conditions referred to in the Quotation shall constitute the entire agreement relating to the products, equipment and services covered by the Quotation (the "Agreement"). No terms, conditions or warranties other than those identified in the Quotation and no agreement or understanding, oral or written, in any way purporting to modify such terms and conditions whether contained in Buyer's purchase order or shipping release forms, or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by Seller's authorized representative. Buyer is hereby notified of Seller's express rejection of any terms inconsistent with these Standard Terms and Conditions or to any other terms proposed by Buyer in accepting Seller's Quotation. Neither Seller's subsequent lack of objection to any such terms, nor the delivery of the products or services, shall constitute an agreement by Seller to any such terms.

(2) **TERMINATION OR MODIFICATION.** If either party materially breaches this agreement, the other party may notify the breaching party in writing, setting out the breach, and the breaching party will have 60 days following such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may by written notice terminate the Agreement. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer. Accepted orders may be cancelled or modified by Buyer only with Seller's express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) PRICE, SHIPMENT, PAYMENT AND INVOICING.

Prices in any quotation or proposal from Seller are subject to change upon notice sent to Buyer at any time before the quotation or proposal has been accepted. Seller may increase prices upon notice to the Buyer to reflect increases in material and labor costs. Prices for products covered by this Agreement may be adjusted by Seller, upon notice to Buyer at any time prior to shipment and regardless of Buyer's acceptance of the Seller's proposal or quotation, to reflect any increase in Seller's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Invoices shall be paid by Buyer via electronic delivery via EFT/ACH. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be made by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All undisputed amounts remain due net thirty (30) days from the date of invoice. In the event of Buyer's default, the balance of any outstanding amounts will be immediately due and payable. Buyer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Buyer's failure to make payment in full when due is a material breach of this Agreement. Buyer further acknowledges that if there is any amount outstanding on an invoice, it is material to Seller and will give Seller, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Seller's obligations under or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Seller's election to continue providing future services does not, in any way diminish Seller's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Seller shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Seller otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Buyer disputes any late payment notice or Seller's efforts to collect payment, Buyer shall immediately notify Seller in writing and explain the basis of the dispute. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller's sole discretion.

(4) **DEPOSIT.** Unless prohibited by law, Buyer agrees to pay a deposit equal to 30% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an Invoice for the 30% deposit after Seller's receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

(5) **TAXES.** All stated prices are exclusive of and Buyer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement.

. At any time prior to shipment, Seller shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, duties or similar charges due to such changes.

(6) **DELIVERY.** The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller, whether foreseeable or unforeseeable. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER'S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(7) **LIMITED WARRANTY.** Seller warrants that the product and equipment furnished by Seller under the Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems sold and Seller installed in the US and Canada, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This limited warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity; (vi) the use of replacement parts or lubricants which do not meet or exceed Seller's specifications, or (vii) if Seller's serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration, Buyer must notify Seller in writing of its warranty claim prior to expiration of the Warranty Period to obtain for instructions on warranty procedures. Seller's sole obligation for breach of this warranty shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller's property. Any changes/extension to the Warranty Period that may be required due to project delays or slippage will be mutually agreed upon in writing by the parties and may require contract modifications to incorporate additional



warranty products to accommodate such change/extension. THIS WARRANTY IS EXCLUSIVE AND IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED. Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19

(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY. In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price therefore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, Buyer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber attacks or failures or interruptions to networks/systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.

(9) PATENTS. Seller shall defend or, at its own option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights for Buyers located in the United States or Canadian patents or copyrights, for Buyers located in Canada, or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance with Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(10) One-Year Claims Limitation; Choice of Law. For Buyers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. ~~For Buyers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided herein, Seller's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts; (b) charge order amounts (approved or requested); and (c) delays and/or work inefficiencies.~~

(11) DISPUTE RESOLUTION. ~~Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Buyers located in Canada, the venue for any such arbitration shall be in Ontario, Canada. For Buyers located in the United States, the venue for any such arbitration shall be in Milwaukee, Wisconsin. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).~~

(12) SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth herein, the following terms apply to Software that is provided to Buyer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Seller's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

(13) PRIVACY. Seller as Processor. Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. Seller as Controller: Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

(14) CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection. For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or



Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.

(15) MISCELLANEOUS

(a) **CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in local code requirements which become effective after Seller has accepted Buyer's order.

(b) **CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest.

~~(c) **INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.~~

(d) **INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required.

(e) **COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of Canada or the United States with respect to where Seller is performing work or providing goods. Buyer shall comply fully with such laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside of Canada or the United States, are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to Canada or the United States as set out in the Quotation or proposal, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

(f) **BUYER RESPONSIBILITIES:** Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the Internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

(g) **COVID-19 VACCINATION:** Seller expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Seller's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Seller's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Seller.

~~(h) **LIEN LEGISLATION:** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.~~

(i) **FORCE MAJEURE:** Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

(j) **ONE-YEAR CLAIMS LIMITATION:** No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

(Last Updated 4/2022)



Design Conditions Datasheet

Unit Tag	Qty	Model No	Net Cooling Capacity (ton.R)	Nominal Voltage	Refrigerant Type
YLAA0155SE46VSD	1	YLAA0155SE46XFBSDTX	145.3	460-3-60.0	R410A

PIN:

YLAA0155SE	46XFBSDTXA	SXBLXCXX44	SE1XXXHXXX	YAXGXXX3XX	XVXNXXXXXX			
....5...10	5...20	5...30	5...40	5...50	5...60	5...70	5...80	5...90

Evaporator Data		Evaporator Data (Cont.)		Performance Data	
EWT (°F)	54.00	Fluid Volume (USGAL)	13.21	EER (Btu/W-h)	9.710
LWT (°F)	44.00	Min. Flow Rate (USGPM)	149.9	IPLV, IP (Btu/W-h)	17.81
Design Flow Rate (USGPM)	346.9	Max. Flow Rate (USGPM)	624.5		
Evap. Press. Drop (ft H2O)	12.2				
Fluid	Water	Condenser Data		Physical Data	
Strainer Press. Drop (ft H2O)	0.000	Ambient Temp. Design (°F)	95.0	Rigging Wt. (lb)	7044
Ext. Kit Press. Drop (ft H2O)	0.000	Altitude (ft)	0.000	Operating Wt. (lb)	7154
Total Press. Drop (ft H2O)	12.2	Compressor Type	Scroll - Hermetic	Refrigerant Charge (lb)	145.1
Fouling Factor (h.ft².F/Btu)	0.000100				

Electrical Data				
Circuit	1	2	3	4
Compressor RLA	53 / 53 / 53	53 / 53		
Fan QTY/FLA (each)	4 / 4	4 / 4		
High LRA Current	316 / 316 / 316	316 / 316		

Single Point				
Min. Circuit Ampacity	315			
Recommended Fuse/CB Rating	350			
Max. Inverse Time CB Rating	350			
Max. Dual Element Fuse Size (A)	350			
Unit Short Circuit Withstand (STD)	5 [kA]			
Wires Per Phase	1 + 2			
Wire Range (Lug Size)	250 - 500 kcmil + #3/0 AWG - 250 kcmil			
Starter Type	Across The Line			
Operating Condition Electrical Data				
		Compressor kW		166.2
		Total Fan kW		13.44
		Total kW		179.6

Notes:

This unit does not have a coil coating selected.

Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Using Vapor Compression Cycle Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at www.ahridirectory.org. Auxiliary components included in total kW - Oil heaters, Chiller controls. Auxiliary power is already included in the compressor and fan power



Compliant with the requirements of the LEED Energy and Atmosphere Enhanced Refrigerant Management Credit (EAc4).



Design Conditions Datasheet

Part Load Rating Data				
Stage	Ambient (°F)	Capacity (ton.R)	Total kW	Unit Efficiency (Btu/W-h)
1	95.0	145.3	179.6	9,710
2	86.9	125.8	120.5	12.53
3	76.1	99.61	77.41	15.44
4	64.2	70.82	42.20	20.14
5	55.0	35.15	18.51	22.79

Sound Power Levels (In Accordance with AHRI 370)										
Stage	Ambient (°F)	63 Hz (dB)	125 Hz (dB)	250 Hz (dB)	500 Hz (dB)	1 kHz (dB)	2 kHz (dB)	4 kHz (dB)	8 kHz (dB)	LWA
1	95.0	99	98	94	95	92	88	85	82	97
2	86.9	98	96	93	93	90	87	83	81	95
3	76.1	94	93	89	90	88	84	81	78	92
4	64.2	90	89	85	86	85	81	78	76	89
5	55.0	85	83	80	82	81	78	74	72	85

Note: Unit is equipped with Low Sound Fans with VSD Control.

Measurement of sound pressure used to obtain the sound power data presented is based on AHRI-370.

Air-cooled chillers are rated in terms of sound power not sound pressure. Johnson Controls provides estimates of sound pressure, but this is not the rating metric.

For an air-cooled chiller, sound pressure calculated from sound power varies depending on how the chiller is assumed to behave, i.e. the radiation model. In other words, determining sound pressure from sound power requires making assumptions that result in different answers at a given distance from the chiller. The environment also influences sound pressure in the field installation. Sound pressure estimation radiation models pertaining to air-cooled chillers include the 'traditional' hemispherical model, parallelepiped model and equivalent hemispherical model.

Regarding sound power, Johnson Controls references tolerance limits based on ASHRAE guidelines. These are +/- 6dB in the 63Hz octave band, +/- 4dB in all other octave bands and +/- 3dB for the overall dBA.

Tolerance limits are based on uncertainties associated with:

1. Measurement Test Procedure
2. Repeatability
3. Production / Manufacturing Variability

Standard deviation associated with air-cooled chiller sound data is a measure of spread i.e. it indicates the range of probability of sound levels. Note that for operating conditions other than AHRI's Standard Rating Condition, higher levels of uncertainty can be expected.

Lead times for factory performance testing depend on test laboratory availability. Please confirm with Johnson Controls Customer Service.

Performance at AHRI Conditions					
Evaporator Data		Condenser Data		Performance Data	
EWT (°F)	54.00	Ambient Temp. (°F)	95.0	EER (Btu/W-h)	9,710
LWT (°F)	44.00	Altitude (ft)	0.000	IPLV.IP (Btu/W-h)	17.81
Flow Rate (USGPM)	346.9			Net Cooling Capacity (ton.R)	145.3
Pressure Drop (ft H ₂ O)	12.2				
Fluid	Water				
Fouling Factor (h.ft ² .F/Btu)	0.000100				
Fluid Volume (USGAL)	13.21				

Note: Unit rated at design condition capacity.



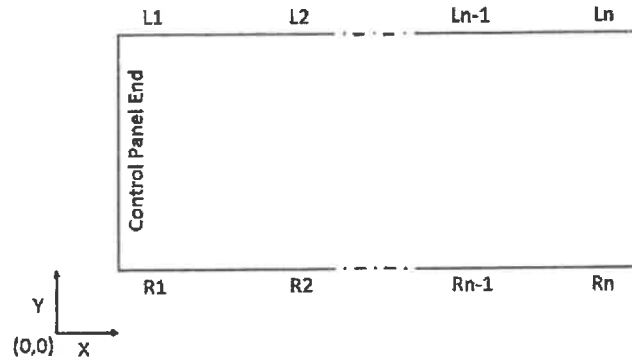
Unit Tag	Qty	Model No
YLAA0155SE46VSD	1	YLAA0155SE46XFBSDTX

Line #	Equipment Details
1	Base Unit (2910) YLAA0155SE R-410A Refrigerant (Fully Charged) Voltage Code - (460/3/60) SP NF Disconnect Switch w/Lockable Handle Control Transformer Both Low/High Ambient Kit Required Connected Services Ready – BACnet/Modbus/N2 English cUL/cETL Listing Service Isolation Valves Electronic Expansion Valves Hot Gas Bypass (1 circuit) Flow Switch + Extension Kit ASME Pressure Vessel & Associated Codes Thermal Dispersion Flow Switch All Aluminum Microchannel Coils No Heat Recovery Wire / Louvered Enclosure Panels No Sound Kit Low Sound Fans with VSD Control Neoprene Isolators No Pump Kit



AVM Report

Project Name	Unit Tag	Date	Chiller Type
Stock YLAA0136-0230 9-28-21	YLAA0155SE46VS D	2021-10-12	Air Cooled Scroll Chillers
PIN			Version
YLAA0155SE46XFBSDTXASXBLXCXX44SE1XXXHXXXYAXGXXX3XXXVXNXXXXXX			E.21.3.26974.0-D.92.0003



LOCATION	X Distance (in)	Y Distance (in)	Vendor Isolator Part Number	COLOUR	Operating Weights (lb)
R1	7.7	1.4	029-25335-001(434002)	Charcoal	732
R2	76.7	1.4	029-25335-002(434004)	Red	1321
R3	152.2	1.4	029-25335-002(434004)	Red	990
L1	7.7	86.9	029-25335-002(434004)	Red	974
L2	76.7	86.9	029-25335-004(434005)	Charcoal	2077
L3	152.2	86.9	029-25335-002(434004)	Red	1058

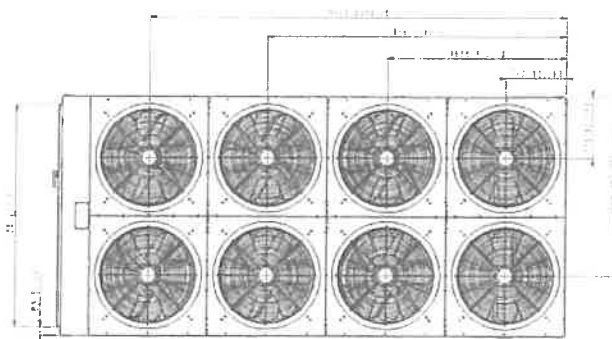
Total Weight (lb)		Centre of Gravity (in)	
Operating	7154	Xg	81.8
Shipping	7044	Yg	50.5

All values are de-rated by 15% apart from those which have part number. (029-25334-013 and 029-25336-014: 0% de-rated), (029-25335-004: 10% de-rated), (029-25335-001 and 029-25335-003: 25% de-rated)

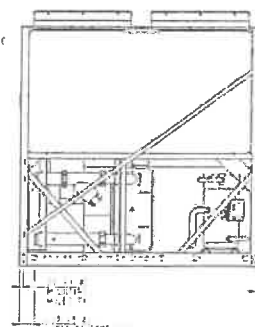
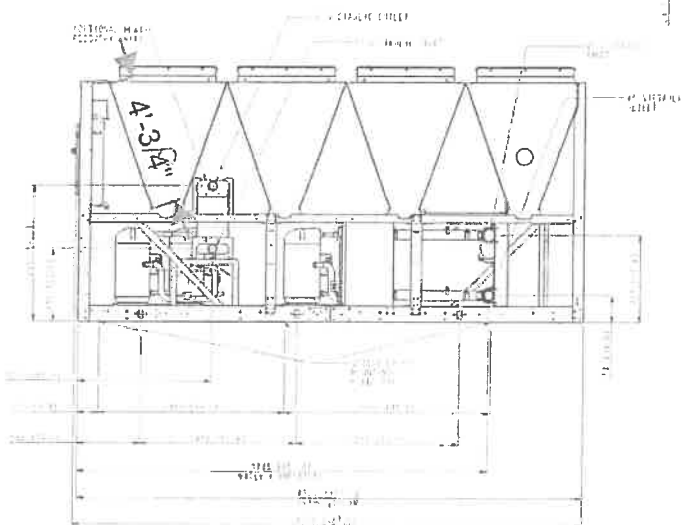
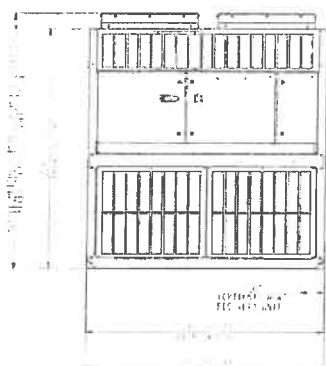
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ANTHONY CONTALDO, 9, 11 BUCKLEY STREET, 2ND FLOOR, ALBANY, N.Y.

5. <http://www.fishbase.org>

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CCEP's FANTASY FORM 06/12/00

[illegible]

	Cost	Quantity	Unit Cost
1000 units @ \$1.00	\$1,000	1000	\$1.00
2000 units @ \$1.00	\$2,000	2000	\$1.00
3000 units @ \$1.00	\$3,000	3000	\$1.00
4000 units @ \$1.00	\$4,000	4000	\$1.00
5000 units @ \$1.00	\$5,000	5000	\$1.00
6000 units @ \$1.00	\$6,000	6000	\$1.00
7000 units @ \$1.00	\$7,000	7000	\$1.00
8000 units @ \$1.00	\$8,000	8000	\$1.00
9000 units @ \$1.00	\$9,000	9000	\$1.00
10000 units @ \$1.00	\$10,000	10000	\$1.00

姓名: 王德明 性别: 男 年龄: 45 职业: 教师
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 电话: 010-12345678 邮编: 100080
 身份证号: 110108195010101010
 电子邮箱: wangdeming@163.com

ADDENDUM NO. 1
to Validated Custom Solutions – Florida, LLC, a disregarded entity of Validated Custom Solutions, LLC
Agreement Effective Dec. 7, 2023

This Addendum No. 1 ("Addendum") 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 "City") and **VALIDATED CUSTOM SOLUTIONS – FLORIDA, LLC, a disregarded entity of VALIDATED CUSTOM SOLUTIONS, LLC** ("Contractor"), an Indiana limited liability company, whose principal address is 905 North Capitol Avenue, Suite 200, Indianapolis, Indiana 46204, collectively "the Parties." The Parties have agreed as follows:

1. This Addendum No. 1 supplements the terms provided in the Proposal and Terms and Conditions dated December 5, 2023 between Validated Custom Solutions – Florida, LLC and City of Port Orange dated as stated above.
2. Manner and Place. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. Contractor shall cause goods to be delivered to the City in the most expedient, cost-effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.
3. City Obligations. In return for the services identified in the Agreement, the City agrees to compensate the Contractor at the pricing set forth in the Agreement, in an amount 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.
4. Agreement Administration. Junos Reed, the Construction and Engineering Manager, shall perform agreement administration of this Contract. For notice provisions, see the paragraph 14 entitled "Notice."
5. Examination of Records:
 - (a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, 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 Agreement.
 - (b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Agreement, 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 final payment 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 Agreement. 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 Agreement or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.
6. 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 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 119.0701, 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 for the duration of the Agreement term.

(d) Upon completion of the Agreement, 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 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.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the Agreement.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT 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.

7. Insurance. Consultant shall maintain insurance, as required herein, during the life of this Contract. Consultant 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 Consultant shall be primary and non-contributory. All insurance coverages of the Consultant shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Consultant'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. Consultant may use leased employees if the Consultant 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 Consultant 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. Consultant 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.

Consultant shall require and ensure each of its subcontractor 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 Consultant is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Consultant to ensure the subcontractors maintain

the required coverage, shall not relieve the Consultant 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 Consultant 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 Consultant 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.

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☐	<u>Workers' Compensation</u> The Consultant 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 Consultant using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<u>Contract Amount</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 <u>Limits</u> 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 Consultant 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>	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 - \$ To be determined.	
☐	Consultant Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$100,000.00.		
☒	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		

8. Non-discrimination. During the performance of this Agreement, 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 Contractor.

9. 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.

10. 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 Agreement and shall expressly require any sub-contractors performing services pursuant to this Agreement 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 Agreement.

11. 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 Agreement to the contrary, 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 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 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 operation of law.

12. Disputes. Disputes shall be resolved by non-binding mediation.

13. Controlling Law. **THIS ADDENDUM 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.**

14. Notice. For purposes of this Addendum, 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: Junos Reed, Construction and Engineering Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5764

Contractor: Validated Custom Solutions, LLC
Attention: Michael Martin, Manager
905 North Capitol Avenue
Suite 200
Indianapolis, Indiana 46204
(317) 402-8028 – Telephone
jrardin@envelopgroup.com - E-Mail

402 Northlake Boulevard
Suite 1012
Altamonte Springs, Florida 32701

15. Integration. This Addendum shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

16. Contract Construction. This Addendum 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 Addendum 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 Addendum.

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

Remainder of Page Intentionally Left Blank

Witnesses:

Kristin K. Evens

Printed Name: Kristin K. Evens

Printed Name: _____

VALIDATED CUSTOM SOLUTIONS – FLORIDA, LLC,

A disregarded entity of

VALIDATED CUSTOM SOLUTIONS, LLC

By:

Michael L. Martin

Printed Name: Michael L. Martin

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: 12-7-23



CITY OF PORT ORANGE

By: [Signature]
Wayne Clark, City Manager

Date: 12/7/2023



Attest:

By: [Signature]
Tracee Cody, FCRM, Deputy City Clerk

Date: 12/7/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/07/2023

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	CONTACT NAME: Angela Kempf
McGowan Insurance Group	PHONE (A/C, No, Ext): (317) 464-5000 FAX (A/C, No): (317) 464-5001
355 Indiana Avenue	E-MAIL ADDRESS: angelak@mcgowaninsgrp.com
Suite 200	
Indianapolis IN 46204	INSURER(S) AFFORDING COVERAGE
	INSURER A: Massachusetts Bay Insurance Co. NAIC # 22306
	INSURER B: Allmerica Financial Benefit Ins Co 41840
	INSURER C: Citizens of America 31534
	INSURER D: Bridgefield Casualty Insurance Company 10335
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 2023 VCS 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 ☒ XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			ZDWD078952	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			AWWD078951	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			U7WD078953	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	019659173	11/01/2023	11/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation			ZDWD078952	11/01/2023	11/01/2024	Limit \$500,000 Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following applies when required by written contract: General Liability Additional Insured, including ongoing and Completed Operations; Waiver of Subrogation, Primary & Non-Contributory and Per Project Aggregate. Auto Liability Additional Insured on a Primary & Non-Contributory basis & Waiver of Subrogation; Workers' Compensation Waiver of Subrogation.

CERTIFICATE HOLDER

CANCELLATION

City of Port Orange Attn: City Manager 1000 City Center Circle Port Orange FL 32129	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

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY McGowan Insurance Group		NAMED INSURED Envelop Critical Environmentals LLC	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Additional Coverages:

Professional Liability: Policy #CEO742109904

Carrier: Indian Harbor Insurance Company

Policy Dates: 11/01/2023 - 11/01/2024

Limits: Each Claim - \$5,000,000

Aggregate - \$5,000,000

Cyber Liability: Policy #C4LPY048741CYBER2023

Carrier: Coalition Insurance Solutions

Policy Dates: 11/01/2023 - 11/01/2024

Limit: \$5,000,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured – Broad Form Vendors	Included
2.	Aggregate Limit per Location	Included
3.	Alienated Premises	Included
4.	Broad Form Named Insured	Included
5.	Extended Property Damage	Included
6.	Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
7.	Mobile Equipment Redefined	Included
8.	Personal Injury – Broad Form	Included
9.	Product Recall Expense	
	- Product Recall Expense Each Occurrence Limit	\$25,000
	- Product Recall Expense Aggregate Limit	\$50,000
	- Product Recall Deductible	\$500
10.	Property Damage Legal Liability – Broad Form	
	- Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit	\$1,000,000

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured – Broad Form Vendors

The following is added to **SECTION II – WHO IS AN INSURED:**

Additional Insured – Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.

- b. The insurance afforded to such vendor described above:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
- (3) Will not be broader than coverage provided to any other insured; and

- (4) Does not apply if the “bodily injury”, “property damage” or “personal and advertising injury” is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto

- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

- (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration,

testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
 - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE:**
- The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:
1. Required by the contract or agreement described in Paragraph a.; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Aggregate Limit Per Location

a. **SECTION III – LIMITS OF INSURANCE**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

b. For purpose of this coverage only, the following is added to **SECTION V – DEFINITIONS:**

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

3. Alienated Premises

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph j.(2) is replaced by the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Named Insured

If you are designated in the Declarations as anything other than an individual, then any organization:

- a. Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;
- b. That is not a partnership, joint venture or limited liability company; and
- c. That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

5. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph a. is replaced by the following:

a. Expected Or Intended Injury

Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

6. Incidental Malpractice – Employed Nurses, EMT's and Paramedics

SECTION II – WHO IS AN INSURED, paragraph 2.a.(1)(d) does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

7. Mobile Equipment Redefined

SECTION V – DEFINITIONS, Definition 12. "Mobile Equipment", paragraph f.(1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

8. Personal Injury – Broad Form

a. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. **Exclusions**, subparagraph e. is deleted.

b. SECTION V – DEFINITIONS, Definition 14, "Personal and advertising injury" subparagraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION V – DEFINITIONS**, Definition 14. "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. The following is added to **SECTION V – DEFINITIONS**:

"Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not

include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Form or by endorsement.

9. Product Recall Expense

a. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph n. is replaced by the following:

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, this exception to the exclusion does not apply to "product recall expenses" resulting solely from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

- b. The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 3.

COVERAGE A does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- c. For the purposes of this endorsement only, the following is added to **SECTION III – LIMITS OF INSURANCE**:

Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and rules stated below fix the most we will pay under this Product Recall Expense Coverage regardless of the number of:

(1) Insureds:

(2) "Covered Recalls" initiated: or

(3) Number of "your products" withdrawn.

- b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.
- c. The Product Recall Expense Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.
- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".
- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall

expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Product Recall Expense Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must take the following actions in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall; and
- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. The following definitions are added to **SECTION V – DEFINITIONS:**

"Covered recall," means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) Remuneration paid to your regular "employees" for necessary overtime;
- (4) Hiring additional persons, other than your regular "employees";
- (5) Expenses incurred by "employees" including transportation and accommodations;
- (6) Expenses to rent additional warehouse or storage space;
- (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

- b. Your lost profit resulting from such "covered recall".

- f. This Product Recall Expense Coverage does not apply:

- (1) If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
- (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

10. Property Damage Legal Liability – Broad Form

- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, The Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

- c. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**, subparagraph b. **Excess Insurance**, item (a)(ii) is replaced by the following:

- (ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

- d. **SECTION V – DEFINITIONS**, Definition 9. "Insured contract", Paragraph a. is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to

premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- e. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED:**

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

2. Additional Insured - Primary and Non-Contributory

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other insurance:

Additional Insured - Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

(c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
Countersignature Of Authorized Representative
Name:
Title:
Signature:
Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

A. The following is added to SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
 - (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
 - (3) When the additional "insured" is also an additional "insured" under another liability policy.
- C. This endorsement will apply only if the "accident" occurs:**
1. During the policy period;
 2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
 3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".
- D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.**

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
as required by written contract	1
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance:**

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

(1) Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (a) For the sole negligence of the Additional Insured;
- (b) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (c) When (2) below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in (3) below.

(2) Excess Insurance

- (a) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
 - (iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property

damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

- (b) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (c) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (ii) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

(3) Method Of Sharing

- (a) If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
- (b) If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. CANCELLATION EXTENSION

Paragraph A. CANCELLATION 2. b. of the COMMON POLICY CONDITIONS is replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

- d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

SECTION I - COVERED AUTOS

2. EMPLOYEE HIRED "AUTOS"

Description Of Covered Auto
Designation Symbols; Symbol 8 is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

SECTION II - LIABILITY COVERAGE

3. BROADENED NAMED INSURED

The following is added to the SECTION II - LIABILITY COVERAGE, Paragraph 1. Who Is An Insured provision:

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

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4. EMPLOYEES AS INSURED

The following is added to the **SECTION II - LIABILITY COVERAGE**, Paragraph 1. Who Is An Insured provision:

- e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

5. SUPPLEMENTARY PAYMENTS

The following amends **SECTION II - LIABILITY COVERAGE**, Paragraph 2. Coverage Extensions provision:

Paragraph (2) is replaced by the following:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

The following is added to the **SECTION II - LIABILITY COVERAGE**, B. Exclusions Paragraph 5. Fellow Employee exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

SECTION III - PHYSICAL DAMAGE COVERAGE.

7. EXPENSE OF RETURNING A STOLEN "AUTO" and SIGN COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, A.1. COVERAGE:

d. Expense Of Returning A Stolen "Auto"

We will pay for the expense of returning a covered "auto" to you.

e. Sign Coverage

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. \$2,000.

8. GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE**, A. COVERAGE paragraph 3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles:

Any deductible shown in the Declarations as applicable to the

covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

9. TRANSPORTATION EXPENSE

Paragraph 4. Coverage Extension. of
**SECTION III - PHYSICAL DAMAGE
COVERAGE, A. COVERAGE** is replaced
with the following:

4. Coverage Extension

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

10. HIRED AUTO PHYSICAL DAMAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your

direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

- a. \$50,000 per accident, or
- b. cash value, or
- c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of \$1,000 per accident.

11. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**:

6. Audio, Visual and Data Electronic Equipment Coverage

We will pay for "loss" to any electronic equipment that receives

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or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered auto at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto", including its antennas and other accessories. However, this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay, under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing

equipment is permanently installed in the covered "auto", and

- b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. \$500.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. Deductibles applicable to PHYSICAL DAMAGE COVERAGE, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

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excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

12. RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:**

7. Rental Reimbursement and Material Transfer Expense

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the

covered "auto". If loss is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.
2. \$3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the **SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.**

13. AIRBAG COVERAGE

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, paragraph 3.**

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

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14. AUTO LOAN PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

15. AUTO LEASE PHYSICAL DAMAGE EXTENSION

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph C. **LIMIT OF INSURANCE 1. or 2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

SECTION IV - CONDITIONS

16. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss:**

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership; or
 - (3) An executive officer or insurance manager if you are a corporation.

17. BLANKET WAIVER OF SUBROGATION

Paragraph 5. **Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
Copyright, Insurance Services Office, Inc., 1996

**5. Transfer Of Rights Of Recovery
Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

**18. UNINTENTIONAL FAILURE TO
DISCLOSE INFORMATION**

The following is added to **SECTION IV BUSINESS AUTO CONDITIONS, B. General Conditions**, paragraph 2. **Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**19. HIRED AUTO - WORLDWIDE
COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions**, paragraph 7. **Policy Period, Coverage Territory** provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

SECTION V - DEFINITIONS

20. MENTAL ANGUISH

Paragraph C. "Bodily injury", **SECTION V - DEFINITIONS** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.



CITY OF PORT ORANGE

PURCHASE ORDER

PLEASE SEND INVOICE TO:
ACCOUNTS PAYABLE
P.O. BOX 291759
PORT ORANGE, FL 32129-1759
TELEPHONE 386-506-5700
apbilling@port-orange.org

P.O. NUMBER

PO-003495

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.

DATE: 12/13/2023
STATE TAX EXEMPT #85-8012621673C-3
FED. EXCISE TAX #59-80-0185K
REQUISITION # REQ-004029

Page 1 of 4

VENDOR:

Validated Custom Solutions, LLC.
402 Northlake Blvd.
Suite 1012
Altamonte Springs, FL 32701
United States of America

SHIP TO:

Engineering
City of Port Orange
1395 Dunlawton Ave
Port Orange, FL 32129
United States of America

Buyer:

Joseph Castro
(386) 506-5717
purchdiv@port-orange.org

Contract Number

DATE REQUIRED BY:

03/29/2024

FOB:

Destination

Goods Lines							Unit Cost
Line Number	Manufacture Part Number	Item Name	Description	Quantity	Unit of Measure	Unit Price	Extended Amount
1		Purchase of two (2) York-Air Cooled Scroll Chillers - YLAA		1	Each	239322	239,322.00
2		Option A Ten (10) year parts, labor, refrigerant Warranty on Full unit		1	Each	51375	51,375.00
3		Option B Startup of two (2)		1	Each	4603	4,603.00
TOTAL							

Total: \$295,300.00

Memo: In accordance with CA8292 Amendment No.1 which
supplements Contractors Quote dated 12/21/2023

City Manager

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE

CITY OF PORT ORANGE

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Messages

"THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, WHICH MAY NOT BE CHANGED EXCEPT AS EXPRESSLY AGREED IN WRITING SIGNED BY BUYER.

SHIPPING AND BILLING INSTRUCTIONS

1. Unless otherwise specified on the face of this Purchase Order or Visa Order all deliveries are for ""inside delivery.""
 2. Seller shall notify Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify Buyer concerning this type of delivery will result in billing to Seller of any resulting re-delivery, storage, or handling charges.
 3. Transportation Charges on all shipments must be fully prepaid by Seller. All shipments are FOB Destination, title transfer will take place at delivery site. If Purchase Order authorizes addition of freight to invoice, Seller must attach a copy of the prepaid Freight Bill when rendering invoice. C.O.D. shipments will not be accepted.
 4. If Purchase Order authorizes addition of freight to Invoice, Seller is expected to make complete shipments in accordance with Purchase Order schedule. Any increase in freight cost resulting from unauthorized split shipments will be borne by Seller.
 5. Unless otherwise specified on the face of this Purchase Order all deliveries are to be made during the hours 8:00 a.m. to 4:00 p.m. Monday thru Friday, excluding holidays.
 6. All shipments must be accompanied by a Packing List containing: the Seller's Packing List Number, the Buyer's Purchase Order Number or Visa account number and an itemized description of items shipped.
 7. When multiple shipments are required to complete this order the final shipment must be so indicated on the Seller's Packing List and Invoice.
 8. Seller shall render separate Invoices for each Purchase Order or Visa Order and each delivery. All Invoices in addition to containing the Purchase Order Number or Visa Account Number should refer to the Seller's Packing List Number.
 9. Invoices shall specify cash discounts. The payment period shall be calculated from the date acceptable Invoices are received or the date goods are received, whichever last occurs. Penalties will not be paid.
- All payments will be made as soon as practicable. 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 the bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.
10. Cities are exempt from federal excise tax, transportation tax and state sales tax. Do not include these taxes in your invoice. Exemption Certificate will be signed upon request.
 11. Invoice or Invoices will not be paid until all item(s) on this Purchase Order are received in full, unless prior approval for partial payment has been made and is indicated on the face of this Purchase Order.
 12. Seller shall mail Invoice to: City of Port Orange, Finance Department, 1000 City Center Circle, Port Orange, FL 32129

CONDITIONS

1. PRICE. Unless otherwise specified, prices shall be F.O.B. Destination; shall be invoiced as specified herein and shall include all customs duties and applicable taxes. Payment will be made only in accordance with this Order.

2. QUANTITY. The specific quantity ordered must be delivered in full and not be changed without the Buyer's consent in writing. Any unauthorized quantity received is subject to Buyer's rejection and return at Seller's expense.

No allowances for trade practices will be accepted unless expressly agreed to by Buyer in writing.

3. PACKING. Seller will pay all charges for containers, crating, boxing, bundling or dunnage, unless stated herein.

The Seller agrees to assume and pay all extra expense accruing because of improper packing.

4. DELIVERY. Time is of the essence of this contract. Seller is hereby advised that Buyer may become liable to others if Seller fails to deliver goods and services of the quality and quantity specified herein, at the times specified herein. In addition to its other remedies for Seller's failure to make sufficient progress in the work to endanger timely delivery, Buyer may require Seller to ship the goods by any means of transportation Buyer specifies and any additional costs for such transportation services shall be paid by Seller. In addition to its other remedies for Seller's failure to deliver on time, Buyer may refuse to accept and pay for any late delivery of any goods or services. Seller shall bear the risk of loss or damage for all goods until actual receipt and acceptance thereof by Buyer. Goods shall be delivered free of all liens of third parties. Seller waives all rights in liens in any property arising from its performance under this order.

5. ASSIGNMENT. Seller shall not delegate, sublet or subcontract any duties nor assign any rights or claims under this Purchase Order without the prior express written consent of the Buyer. Failure to comply with the provisions in this paragraph shall affect, at the option of the Buyer, a cancellation of the Buyer's obligations hereunder.

CITY OF PORT ORANGE
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FED. EXCISE TAX #59-80-0185K

REQUISITION # REQ-004029

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6a. **TERMINATION FOR CONVENIENCE.** Buyer shall have the right at any time to terminate or to suspend this contract, in whole or in part for Buyer's convenience, by mailing written notice to Seller. In the event of such termination or suspension Buyer will make an equitable payment to Seller provided that Seller is not then delinquent in its performance to Buyer. In no event will such payment exceed the total price herein. Buyer may terminate or suspend this contract for its convenience whether or not its contract has been terminated or suspended by others.

6b. **TERMINATION FOR DEFAULT.** Buyer may by written notice of default, mailed to Seller, terminate this contract in whole or in part (1) immediately for failure of Seller to deliver the goods or to supply the services within the time specified herein; (2) for failure of Seller to perform any of the provisions of this contract; or for failure of Seller to make sufficient progress in the work for this Order so as to endanger in Buyer's opinion the timely and proper performance of Buyer's contractual obligations to others; (3) because of defects in supplies, workmanship or quality, or because services or products furnished are not in accordance with approved samples of specifications issued in connection herewith, or if performance by Seller is prevented by causes beyond Seller's control, or if Seller fails to comply with the other terms and conditions of this order, or if Seller is bankrupt, insolvent or has a receiver appointed for it; however, under (2) above termination shall occur only after Seller's failure to cure such default within seven days after receipt by Seller of such notice.

7. **REJECTION.** Buyer shall have a reasonable period of time after receipt to inspect goods and services supplied and to reject (in whole or in part), or to retain (in whole or in part) subject to a claim for damages, such goods and services as are in its judgment defective. Goods so rejected and goods supplied in excess of quantities specified herein may be returned at Seller's risk and expense for credit or replacement at Buyer's option, and all handling and transportation expenses both ways shall be assumed by Seller. Payment for, or use of, any or all of the goods or services supplied hereunder shall not constitute acceptance of waiver of defects by the Buyer. Nothing in this paragraph shall in any way limit Buyer's rights under paragraph 9 (warranty) hereof.

8. **PATENTS/COPYRIGHTS.** Seller warrants that the use or sale of any of the goods supplied hereunder will not infringe any patents or copyrights, United States or Foreign. Seller agrees to defend, protect and save harmless Buyer, its successors, assigns, customers and users of its products, against all suits at law or in equity, and from all damages, expenses, claims and demands for actual or alleged infringement of any patent or copyright by reason of the sale or use of the goods supplied hereunder or any part thereof.

9. **WARRANTY.** Seller warrants that all material, equipment and services furnished hereunder will conform to specifications, drawings, samples, or other description furnished or approved by Buyer; will be fit and sufficient for the purposes intended; will perform as specified herein; will be free from defects and merchantable. This warranty will run to Buyer, its successors and assigns, and to the Buyer's customers and users of the Buyer's products. Seller shall be liable to Buyer for all damages and expenses resulting from Seller's failure to make timely delivery of goods and services of the quantity and quality specified, whether or not Buyer rejects such goods and services, in whole or in part, or terminates this contract.

Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Bidders may not limit or exclude any implied warranties. Bidder warrants that product sold to the CITY shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, CITY of PORT ORANGE may return the product for correction or replacement at the bidder's expense. If bidder fails to make the appropriate correction within a reasonable time, CITY of PORT ORANGE may correct at the bidder's expense.

10. **CHANGES.** Buyer reserves the right at any time to change this Order in any particular with respect to the goods and/or services not theretofore shipped thereunder. If any such change shall increase Seller's cost of performance, Seller shall immediately notify Buyer thereof and an equitable adjustment in the price shall be made by written amendment to the Purchase Order.

This is the entire agreement between Buyer and Seller as respects items covered hereby and all modifications must be in writing. Reference in this order to Seller's quotation does not imply acceptance of any terms and conditions in such quotation. Any terms and conditions in such quotation which are in addition to or inconsistent with the terms and conditions contained in this order shall not be part of this agreement.

An acknowledgment which contains terms in addition to or inconsistent with the terms of this Order, or a rejection of any term of this Order, shall be deemed to be a counter offer to Buyer and shall not be binding upon Buyer unless acceptance thereof is made in writing to the Seller. However, performance by Seller, in the absence of written acceptance of such counter offer by Buyer, shall be deemed to be performance in accordance with the terms of this Purchase Order.

11. **INDEMNIFICATION AND CERTIFICATIONS.** If any work or services to be supplied hereunder are performed by Seller on Buyer's premises or on the premises of others for whom Buyer is performing services, Seller will indemnify and save harmless Buyer against any loss, damage or expense by reason of injuries to persons (including death) or damage to property arising out of the use of said premises by Seller, its agents, representatives, contractors, subcontractors or employees. Upon request Seller will furnish Certificate of Insurance showing coverage satisfactory to Buyer for workmen's compensation, public liability and property damage. Seller will also furnish, if requested sworn statements and waivers of lien with respect to, or arising out of goods and services supplied hereunder in form satisfactory to Buyer.

13. **REMEDIES.** The remedies herein reserved to Buyer shall be cumulative, and in addition to any remedies provided by law. No waiver of a breach of any provision shall constitute a waiver of any other breach, or of such provision.

14. **FABRICATION.** Unless specific delivery dates are provided in this Purchase Order, Seller shall not fabricate any of the supplies, covered by this Purchase Order, or procure any of the materials required in their fabrication, except to the extent authorized in written instructions forwarded to Seller by Buyer. Buyer shall have no responsibility for materials for which written fabrication and/or delivery instructions have not been provided. Buyer may from time to time change shipping schedules specified in this Purchase Order or contained in such written instructions, or direct temporary suspension of such scheduled shipments.

15. **REPAIRS.** Defective items at option of Buyer and upon notice to Seller will be repaired by Buyer or returned to Seller for repair, in either case, at Seller's risk and expense. Items which are rejected and returned are not to be replaced without the prior written permission of the Buyer. In the event that return of the equipment to Seller is not practical, Seller will at Buyer's request, make repairs at Buyer's location.

CITY OF PORT ORANGE
PURCHASE ORDER

P.O. NUMBER

PO-003495

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P.O. BOX 291759

PORT ORANGE, FL 32129-1759

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DATE: 12/13/2023

STATE TAX EXEMPT #85-8012621673C-3

FED. EXCISE TAX #59-80-0185K

REQUISITION # REQ-004029

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16. BAILMENTS. Any material furnished by Buyer (and not sold to Seller) in conjunction with this order shall be deemed as held by Seller as a Bailee and Seller agrees to keep the same fully insured for the benefit of Buyer and to pay for all such material spoiled by it or not otherwise satisfactorily accounted for.

17. GENERAL. Shipment of any part of the goods or services to be supplied hereunder shall constitute acceptance of this Purchase Order and its terms and conditions. In the event of any inconsistency between the terms of this Order and Seller's acceptance, the terms of this Order shall govern. No portion of this contract may be modified or waived unless Buyer expressly consents in writing to each such change. No omission by Buyer to enforce any provision of this contract shall constitute a waiver of its rights to enforce any provision thereafter.

18. ATTORNEY'S FEE. Whenever Buyer or Seller shall breach or fail to perform any of the conditions or provisions of this Purchase Order, and such failure or breach shall cause either party to incur any damages or expenses whatsoever, such damages or expenses so incurred, with legal interest, and including penalties, costs, and reasonable attorney's fees as hereinafter described in this paragraph, may be added to or deducted from the next accruing payments due as may be judicially determined. "Reasonable attorney's fees" shall be deemed to include fees at the pretrial, trial and appellate levels, in addition to costs of suit or arbitration.

19. PUBLIC RECORDS. To the extent required by the Florida Public Records Act, Chapter 119, F.S., the Contractor shall maintain and allow access to public records made or received in conjunction with the Purchase Order. The Purchase Order may be terminated for cause by the City for the Contractor's refusal to allow access to public records.

20. INTELLECTUAL PROPERTY. Unless specifically addressed in the Purchase Order, intellectual property rights to all property created or otherwise developed by the Contractor for the City will be owned by the City at the completion of the Purchase Order. Proceeds to any Agency derived from the sale, licensing, marketing or other authorization related to any such Agency-controlled intellectual property right shall be handled in the manner specified by City.

21. CONVICTED AND DEBARRED VENDORS. Vendors listed on the Convicted, Debarred, and Discriminatory Vendor Lists may not perform work as a contractor, supplier, subcontractor, or consultant under the Purchase Order in accordance with State and Federal Laws.

22. E-VERIFY. In accordance with Executive Order 11 -116, the Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the term of the Purchase Order for the services specified in the Purchase Order. The Contractor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Purchase Order term.

23. NO SUBSTITUTIONS, quantity changes, or prices increases shall be made without prior written consent of the City other than stated on this form.

24. COMPLIANCE WITH LAWS. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.



City of Port Orange Engineering Department

TO: Wayne Clark, City Manager

Thru: John McKinney, Assistant City Manager & Finance Director

FROM: Junos Reed, City Engineer

DATE: December 14, 2023

SUBJECT: Ratification of the Emergency Purchase Order to Validated Custom Solutions – York Chillers for Police Department

REQUEST:

The Engineering Department is requesting Council to approve ratification for the emergency purchase order to Validated Custom Solutions for the purchase of two (2) chiller units at the Police Department in the amount of \$295,300. This is an emergency request as detailed under the City's Purchasing Ordinance Sec 2-271.

PURPOSE:

To purchase two new chillers at the Police Department to replace the existing ones that failed in November 2023.

CONSIDERATION:

In November 2023, the two chiller units at the Police Department stopped working. Public Works & Engineering staff contacted and met with Energy Air, an HVAC contractor to determine the cause of failure and to come up with a repair plan. Upon inspection of the chillers, Energy Air determined that the cost of repairs to the failed components would be close to the cost of replacement. At that time temporary chillers were rented to provide air conditioning to the building until new chillers can be purchased and installed. The cost of the rental chillers is \$40,000 per month.

TLC Engineering was then contacted to assist with specifying new chillers. Representatives for four chiller manufacturers (Carrier, Trane, Daikin, & York) were contacted to see what the availability of new chillers would be. York and Daikin had the fastest lead time for the chillers, so they were contacted to provide quotes. The chillers from York were the least expensive and were available in March 2024, so they were selected for the emergency purchase. The available chillers from York are on a first come first served basis and will not be available if non-emergency purchasing procedures are followed. Therefore, I respectfully request this be deemed an emergency purchase. The

installation of the chillers along with some additional improvements to the HVAC system at the Police Department will be bid out following standard purchasing procedures.

The only viable alternative to the York chillers is to go with the quote from Daikin Applied. The cost for the Daikin chillers with expedited lead time (24 weeks) is \$270,000 and does not include the 10-year warranty and start up services provide with the York chillers. With the current estimated delivery time of 24 weeks from issuance of the Purchase Order plus installation, the city would incur additional chiller rental of approximately \$120,000 - \$160,000.

On December 13, 2023, Purchasing issue Purchase Order No 003495. This purchase order has been sent to the vendor.

FUNDING:

Contract Amount: \$295,300

Fund: 317

Fund Name: General Fund Capital

Cost Center: Public Works

Program: None

Spend Category: Bld Imp – HVAC

Project No: OBI202

RECOMMENDATION:

The Engineering Department recommends approval of the ratification for the emergency purchase order to Validated Custom Solutions for the purchase of two (2) chiller units at the Police Department in the amount of \$295,300.

ANTICIPATED SCHEDULE:

- a) Ratification approval: January 9, 2024
- b) Chillers Delivered March 2024
- c) The installation will be complete within 180 days from the actual delivery date of the chillers.

ATTACHMENTS:

- 1. Executed Agreement with Validated Custom Solutions
- 2. PO-003495



Date: 11/21/2023
Subject: Notice of Agent Agreement
From: Todd T.H. Cooper
Agent Sales Manager
Mid-South Area
Field HVAC Equipment
Johnson Controls, Inc.

To Whom it May Concern

As of June 1, 2023, Johnson Controls, Inc. has appointed Validated Custom Solutions with offices at 402 Northlake Boulevard Suite 1012 Altamonte Springs, FL 32701 as JCI Sales Representatives for the Sale of products and services to contractors, engineers, project managers, consultants or other customers located in the geographic area defined as the Orlando Market.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd T.H. Cooper", with a long horizontal flourish extending to the right.

Todd T.H. Cooper
Todd.Cooper@jci.com
352-317-4398
Johnson Controls, Inc.



Customer: ALL BIDDERS
Attention: ALL BIDDERS
Job Name: PORT ORANGE POLICE
Engineer: TLC MELBOURNE

From: RYAN VACCARO
Date: 11/21/23
Terms of Delivery: FOB SITE
Terms of Payment: NET 30 DAYS, PENDING CREDIT APPROVAL, NO RETENTION

PORT ORANGE POLICE – CHILLER REPLACEMENT

ITEM	DESCRIPTION	ATTACHMENT	QTY.
A	YORK- AIR COOLED SCROLL CHILLER- YLAA	A	2

- YORK STOCK CHILLER PROGRAM CAN PROVIDE CHILLERS WITH EXPEDITED LEAD TIMES
 - ONE (1) CHILLER CAN BE AVAILABLE BY THE END OF FEBRUARY, 2024
 - ONE (1) CHILLER CAN BE AVAILABLE BY THE END OF MARCH, 2024
 - DATES ARE SUBJECT TO CHANGE AS CHILLERS ARE 'FIRST COME, FIRST SERVE'
 - IN ORDER TO SECURE YOUR CHILLER, A FORMAL PO/RELEASE MUST BE TURNED OVER AND THEN THE CHILLER COMPLETION DATE WILL BE FINALIZED.

Prices are Total Net Price (sales tax not included)..... **BASE PRICE \$239,322.00**

Storage Fee Not Included Price Valid for 15 days

THIS PROPOSAL IS PROPRIETARY AND CONFIDENTIAL. DISTRIBUTION IS PROHIBITED WITHOUT PRIOR CONSENT.

OPTION	DESCRIPTION	ADD PRICE
A	10 YEAR PARTS, LABOR, REFRIGERANT WARRANTY ON FULL UNIT	\$51,375.00
B	STARTUP OF TWO (2) YLAA0155 UNITS	\$4,603.00

Thank you for considering VALIDATED CUSTOM SOLUTIONS on this project. If there are any questions or concerns, please do not hesitate to contact me immediately.

Sincerely,

Ryan Vaccaro

321-290-3107

rvaccaro@envelopgroup.com

ITEM	DESCRIPTION	ATTACHMENT	QTY.
A	YORK- AIR COOLED SCROLL CHILLER- YLAA	A	2

STANDARD UNIT FEATURES:

- COMPRESSOR
 - Hermetic scroll
- COMPRESSOR MOTOR
 - Capable of monitoring compressor motor current which provides protection against reverse rotation, phase-loss and phase-imbalance
- BRAZED PLATE EVAPORATOR
 - 316L stainless steel corrugated channel plates
 - Water inlet and outlet connections are grooved for compatibility with field supplied couplings
- MICROCHANNEL CONDENSER
 - Integral subcooling
 - Rated for 650 psig
- CONDENSER FANS
 - Direct driven independent motors
 - Fan guards constructed of heavy gauge rust resistant coated steel
 - All blades statically and dynamically balanced
- CONDENSER FAN MOTORS
 - TEAO type motors
 - Permanently lubricated bearings
- CONTROL/ELECTRICAL CABINETS
 - NEMA 3R/12 cabinet
 - Liquid tight conduit to compressor and fans

INCLUDED:

- WARRANTY
 - 12 month parts warranty
 - ***See price adds for extended warranty options***
 - Microchannel coil 5 year parts warranty
- Provide Model YLAA0155SJ46PC (Qty: 2)
- Refrigerant Type: R454B
- Power: 460/3/60 Application
- SP circuit breaker with lockable handle, 65 kA SCWR
- Control transformer
- Low ambient (operation to 0 degree F)
- Hot gas bypass
- Electronic expansion valve
- Dispersion switch
- Wire / louvered enclosure panels
- Neoprene isolators

-
- Service isolation valves
 - VSD condenser fans
 - Epoxy post-coated dipped microchannel coils
 - Native communications – BACnet (MS/TP), Modbus, and N2

NOT INCLUDED:

- Installation, rigging, storage

Standard Terms and Conditions – U.S.A./Canada

References to “products”, “equipment” or “services” herein shall mean those to be furnished by Seller as identified on the applicable Seller Quotation

(1) AGREEMENT AND LIMITATIONS. Buyer accepts these Standard Terms and Conditions by signing and returning Seller’s Quotation, by sending a purchase order in response to the Quotation, or Buyer’s instructions to Seller to begin work, including shipment of product or performance of services. Upon Buyer’s acceptance, Seller’s Quotation and the related terms and conditions referred to in the Quotation shall constitute the entire agreement relating to the products, equipment and services covered by the Quotation (the “Agreement”). No terms, conditions or warranties other than those identified in the Quotation and no agreement or understanding, oral or written, in any way purporting to modify such terms and conditions whether contained in Buyer’s purchase order or shipping release forms, or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by Seller’s authorized representative. Buyer is hereby notified of Seller’s express rejection of any terms inconsistent with these Standard Terms and Conditions or to any other terms proposed by Buyer in accepting Seller’s Quotation. Neither Seller’s subsequent lack of objection to any such terms, nor the delivery of the products or services, shall constitute an agreement by Seller to any such terms.

(2) TERMINATION OR MODIFICATION. If either party materially breaches this agreement, the other party may notify the breaching party in writing, setting out the breach, and the breaching party will have 60 days following such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may by written notice terminate the Agreement. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer. Accepted orders may be cancelled or modified by Buyer only with Seller’s express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit.

(3) PRICE, SHIPMENT, PAYMENT AND INVOICING.

Prices in any quotation or proposal from Seller are subject to change upon notice sent to Buyer at any time before the quotation or proposal has been accepted. Seller may increase prices upon notice to the Buyer to reflect increases in material and labor costs. Prices for products covered by this Agreement may be adjusted by Seller, upon notice to Buyer at any time prior to shipment and regardless of Buyer’s acceptance of the Seller’s proposal or quotation, to reflect any increase in Seller’s cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Invoices shall be paid by Buyer via electronic delivery via EFT/ACH. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be made by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All undisputed amounts remain due net thirty (30) days from the date of invoice. In the event of Buyer’s default, the balance of any outstanding amounts will be immediately due and payable. Buyer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Buyer’s failure to make payment in full when due is a material breach of this Agreement. Buyer further acknowledges that if there is any amount outstanding on an invoice, it is material to Seller and will give Seller, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Seller’s obligations under or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Seller’s election to continue providing future services does not, in any way diminish Seller’s right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Seller shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Seller otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Buyer disputes any late payment notice or Seller’s efforts to collect payment. Buyer shall immediately notify Seller in writing and explain the basis of the dispute. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller’s sole discretion.

(4) DEPOSIT. Unless prohibited by law, Buyer agrees to pay a deposit equal to 30% of the sell price (pre-tax) prior to Seller performing work. Seller will generate an invoice for the 30% deposit after Seller’s receipt of a written agreement or order from Buyer. Seller will not commence work until receipt of the deposit.

(5) TAXES. All stated prices are exclusive of and Buyer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement.

. At any time prior to shipment, Seller shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, duties or similar charges due to such changes.

(6) DELIVERY. The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller, whether foreseeable or unforeseeable. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER’S PART. If Buyer causes Seller to delay shipment or completion of the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay.

(7) LIMITED WARRANTY. Seller warrants that the product and equipment furnished by Seller under the Agreement will be of good quality and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the “Warranty Period”) unless such Warranty Period is modified by Seller’s proposal. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems sold and Seller installed in the US and Canada, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, “Year One Service”). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third party manufacturer’s warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer’s warranty to Buyer. This limited warranty does not cover failures caused in whole or in part by (i) improper installation or maintenance performed by anyone other than Seller; (ii) improper use or application; (iii) corrosion; (iv) normal deterioration; (v) operation beyond rated capacity; (vi) the use of replacement parts or lubricants which do not meet or exceed Seller’s specifications, or (vii) if Seller’s serial numbers or warranty date decals have been removed or altered. To qualify for warranty consideration, Buyer must notify Seller in writing of its warranty claim prior to expiration of the Warranty Period to obtain for instructions on warranty procedures. Seller’s sole obligation for breach of this warranty shall be to repair or to replace defective parts or to properly redo defective services. All replaced equipment becomes Seller’s property. Any changes/extension to the Warranty Period that may be required due to project delays or slippage will be mutually agreed upon in writing by the parties and may require contract modifications to incorporate additional

warranty products to accommodate such change/extension. **THIS WARRANTY IS EXCLUSIVE AND IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(8) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY. In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, Buyer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber attacks or failures or interruptions to networks systems. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.**

(9) PATENTS. Seller shall defend or, at its own option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights for Buyers located in the United States or Canadian patents or copyrights, for Buyers located in Canada, or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance with Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(10) One-Year Claims Limitation; Choice of Law. For Buyers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on *forum non conveniens*. For Buyers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims not subject to the one-year limitation include claims for unpaid: (a) contract amounts, (b) change order amounts (approved or requested) and (c) delays and/or work inefficiencies.

(11) DISPUTE RESOLUTION. Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Buyers located in Canada, the venue for any such arbitration shall be in Ontario, Canada. For Buyers located in the United States, the venue for any such arbitration shall be in Milwaukee, Wisconsin. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any such litigation. Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses).

(12) SOFTWARE AND DIGITAL SERVICES. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth herein, the following terms apply to Software that is provided to Buyer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Seller's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

(13) PRIVACY. **Seller as Processor:** Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

(14) CONNECTED EQUIPMENT SERVICES. Certain equipment sold hereunder includes by default Seller's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist Seller in advising Buyer on (and Buyer in better understanding) such equipment's health, performance or potential malfunction. **If Buyer's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Buyer's Equipment through the full equipment lifecycle, unless Buyer specifically requests in writing that Seller disable the remote connection or Seller discontinues or removes such remote connection.** For more information on whether your particular equipment includes Connected Equipment Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal, or purchase documentation or talk to your Seller sales representative. If Buyer's equipment includes Connected Equipment Services, Seller will provide a cellular modem or other gateway device ("Gateway Device") owned by Seller or

Buyer will supply a network connection suitable to establish a remote connection with Buyer's applicable equipment to permit Seller to use Connected Equipment Services to perform first-year and extended warranty services as well as other services, including troubleshooting, quarterly health reports, remote diagnostic and monitoring and aftermarket services. For certain subscriptions, Buyer will be able to access equipment information from a mobile or smart device using Connected Equipment Service's mobile or web app. Any Gateway Devices provided hereunder shall remain Seller's property, and Seller may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Buyer does not permit Seller to connect via a connection validated by Seller for the equipment or the connection is disconnected by Buyer, and a service representative must therefore be dispatched to the Buyer site, then the Buyer will pay Seller at Seller's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative. Seller disclaims any obligation to advise Buyer of any possible equipment error or malfunction. **Buyer acknowledges that, while Connected Equipment Services generally improve equipment performance and services, Connected Equipment Services does not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that Seller shall not be responsible for any injury, loss, or damage caused by any act or omission of Seller related to or arising from the monitoring of the equipment under Connected Equipment Services.**

(15) MISCELLANEOUS

(a) **CHANGES OF CONSTRUCTION AND DESIGN:** Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in local code requirements which become effective after Seller has accepted Buyer's order.

(b) **CHARACTER OF PRODUCT AND SECURITY INTEREST:** The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest.

(c) **INSURANCE:** Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) **INSTALLATION:** If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required.

(e) **COMPLIANCE WITH LAWS:** Seller's obligations are subject to the export administration and control laws and regulations of Canada or the United States with respect to where Seller is performing work or providing goods. Buyer shall comply fully with such laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside of Canada or the United States, are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to Canada or the United States as set out in the Quotation or proposal, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

(f) **BUYER RESPONSIBILITIES:** Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

(g) **COVID-19 VACCINATION:** Seller expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Seller's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Seller's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Seller.

(h) **LIEN LEGISLATION.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

(i) **FORCE MAJEURE:** Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

(j) **ONE-YEAR CLAIMS LIMITATION:** No claim or cause of action, whether known or unknown, shall be brought against Seller more than one year after the claim first arose. Except as provided for herein, Seller's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

(Last Updated 4/2022)

ITEM A:
YLAA0155 AIR COOLED SCROLL CHILLER

Project Name: **454B Stock AC Scrolls YLAA Submittals**

Unit Tag: **YLAA0155SJ46PC**

Model: **YLAA0155SJ46XF**

Full Load - Design

PIN

YLAA0155SJ	46XFBBCTXA	SXBLXCXX44	SE1XXXHXXX	YAXGPXX3XX	XVXNXXXXXX			
...5...10	...5...20	...5...30	...5...40	...5...50	...5...60	...5...70	...5...80	...5...90

Unit	
Model No.	YLAA0155SJ46XFB
Number of Compressors	5
Compressor Type	Scroll - Hermetic
Number of Compressor Circuits	2
Refrigerant	R454B
Performance Data	
Cooling Capacity [tons.R]	143.2
Total Power Input [kW]	173.0
EER [Btu/W.h]	9.932
IPLV.IP [Btu/W.h]	17.75
A-Weighted Sound Power [dB(A)]	97.0
Electrical Data	
Nominal Voltage / Voltage Limits	460/3/60 / 414-506
Compressor RLA (each circuit) [A]	53.1 / 53.1 / 53.1 / 53.1 / -
High LRA Current (each circuit) [A]	316.0 / 316.0 / 316.0 / 316.0 / -
Fan QTY (each circuit)	4 / 4
Fan FLA (each circuit) [A]	4.0 / 4.0
Min. Circuit Ampacity [A]	315.0
Recommended Fuse / CB Rating [A]	350.0
Max. Inverse Time CB Rating [A]	350.0
Max. Dual Element Fuse Size [A]	350.0
Unit Short Circuit Withstand [kA]	65 kA
Wires Per Phase	2 + 3
Wire Range (Lug Size)	250 - 500 kcmil + #2/0 AWG - 400 kcmil
Compressor kW	159.5



Performance Impacting Options

Starter Type	Across the line starter
Power Factor Correction Capacitor	No Power Capacitor required
Remote Evaporator	Standard Cooler required
Sound Kit	No Acoustic Blanket required
Fan	Low Sound Fans with VSD

Weight & Dimensional Data

Shipping Weight [lbs]	7044
Operating Weight [lbs]	7154
Refrigerant Charge [lbs]	122
Length [in]	187.7
Width [in]	88.3
Height [in]	94.2



Performance Report

Performance Specification

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Project Name: **454B Stock AC Scrolls YLAA Submittals**Unit Tag: **YLAA0155SJ46PC**Qty.: **1**Model: **YLAA0155SJ46XF**

Heat Exchanger Performance

Evaporator		Condenser (Air Cooled)	
Heat Exchanger Type	Plate Heat Exchanger	Ambient Air Temperature* [°F]	95.0
Entering Fluid Temperature* [°F]	54.00	Altitude* [ft]	0.00
Leaving Fluid Temperature* [°F]	44.00	Condensing Temperature [°F]	127.32 / 118.56
Flow Rate [USGPM]	341.7	Number of Fans	4 / 4
Fouling Factor* [h ft ² F/Btu]	0.000100	Total Air Flow [cfm]	120000
Fluid Type*	Water	Total Fan Power [kW]	13.44
Fluid Volume [USGAL]	13.2		
Evaporating Temperature [°F]	39.42		
Evaporator Pressure Drop [ft H ₂ O]	11.9		
Strainer Pressure Drop [ft H ₂ O]	3.07		
Extension Kit Pressure Drop [ft H ₂ O]	7.11		
Total Pressure Drop [ft H ₂ O]	22.0		
Fluid Connection Diameter [in]	4		
Minimum Flow Rate [USGPM]	150.0		
Maximum Flow Rate [USGPM]	625.0		

* Designates user specified input

Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Using Vapor Compression Cycle Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at www.ahridirectory.org.



Part Load Performance (Based on Standard AHRI Unloading)

Percent Load	Ambient [°F]	Capacity [tons.R]	Power Input [kW]	Unit Efficiency [Btu/W.h]
100.0	95.0	143.2	173.0	9.932
90.4	80.0	129.4	110.8	14.02
66.9	80.0	95.79	79.36	14.48
73.0	65.0	104.5	68.69	18.26
48.5	65.0	69.46	41.92	19.89
51.2	55.0	73.24	38.50	22.83
24.2	55.0	34.63	18.26	22.76

Project Name: 454B Stock AC Scrolls YLAA Submittals

Rating Engine Version: REV.v9_12.idd

Unit Name: YLAA0155SJ46PC

Version: SN23.02

Version: CHL.2023-02.001

Generated: 2023/05/04 at 08:30

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Performance Report

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Performance Specification

Project Name: **454B Stock AC Scrolls YLAA Submittals**Unit Tag: **YLAA0155SJ46PC**Qty.: **1**Model: **YLAA0155SJ46XF**

Sound Power Levels (In Accordance with AHRI 370)

Percent Load	Ambient [°F]	Octave Band Center Frequency [Hz]								LWA
		63	125	250	500	1000	2000	4000	8000	
100.0	95.0	99.0	98.0	94.0	95.0	92.0	88.0	85.0	82.0	97.0
90.4	80.0	94.0	93.0	89.0	90.0	88.0	85.0	81.0	79.0	93.0
66.9	80.0	90.0	89.0	85.0	87.0	86.0	83.0	79.0	77.0	90.0
73.0	65.0	81.0	63.0	76.0	84.0	85.0	81.0	78.0	76.0	88.0
48.5	65.0	80.0	62.0	74.0	82.0	83.0	80.0	76.0	75.0	87.0
51.2	55.0	80.0	62.0	74.0	82.0	83.0	80.0	76.0	75.0	87.0
24.2	55.0	77.0	59.0	71.0	79.0	80.0	77.0	73.0	72.0	84.0

Note: Unit is equipped with Low Sound Fans with VSD.

Measurement of sound pressure used to obtain the sound power data presented is based on AHRI-370.

Air-cooled chillers are rated in terms of sound power not sound pressure. Johnson Controls provides estimates of sound pressure, but this is not the rating metric.

For an air-cooled chiller, sound pressure calculated from sound power varies depending on how the chiller is assumed to behave, i.e. the radiation model. In other words, determining sound pressure from sound power requires making assumptions that result in different answers at a given distance from the chiller. The environment also influences sound pressure in the field installation. Sound pressure estimation radiation models pertaining to air-cooled chillers include the 'traditional' hemispherical model, parallelepiped model and equivalent hemispherical model.

Regarding sound power, Johnson Controls references tolerance limits based on ASHRAE guidelines. These are +/- 6dB in the 63Hz octave band, +/- 4dB in all other octave bands and +/- 3dB for the overall dBA.

Tolerance limits are based on uncertainties associated with:

1. Measurement Test Procedure
2. Repeatability
3. Production / Manufacturing Variability

Standard deviation associated with air-cooled chiller sound data is a measure of spread i.e. it indicates the range of probability of sound levels. Note that for operating conditions other than AHRI's Standard Rating Condition, higher levels of uncertainty can be expected.

Lead times for factory performance testing depend on test laboratory availability. Please confirm with Johnson Controls Customer Service.

Performance at AHRI Conditions

Evaporator		Condenser	
EFT [°F]	54.00	Ambient Temp. [°F]	95.0
LFT [°F]	44.00	Altitude [ft]	0.00
Flow Rate [USGPM]	341.7	Performance	
Pressure Drop [ft H ₂ O]	11.9	EER [Btu/W.h]	9.932
Fluid Type	Water	IPLV.IP [Btu/W.h]	17.75
Fouling Factor [h ft ² F/Btu]	0.000100	Net Cooling Capacity [tons.R]	143.2
Fluid Volume [USGAL]	13.2		

Note: Unit rated at design condition capacity.



Performance Report

Performance Specification

Page 4 of 4

Project Name: **454B Stock AC Scrolls YLAA**
Submittals

Unit Tag: **YLAA0155SJ46PC**

Qty.: **1**

Model: **YLAA0155SJ46XF**

Part Load Performance (Based on AHRI 550/590 - 2018 (IP))

Percent Load	Ambient [°F]	Capacity [tons.R]	Power Input [kW]	Unit Efficiency [Btu/W.h]
100.0	95.0	143.2	173.0	9.932
90.4	80.0	129.4	110.8	14.02
66.9	80.0	95.79	79.36	14.48
73.0	65.0	104.5	68.69	18.26
48.5	65.0	69.46	41.92	19.89
51.2	55.0	73.24	38.50	22.83
24.2	55.0	34.63	18.26	22.76

Notes:

Country of Origin: Mexico

Min flow rate is for chillers using water. For glycol chillers please contact the application engineering team.

Compliant with ASHRAE 90.1 - 2010, 2013, 2016.

Compliant with IECC - 2012, 2015, 2018.

Compliant with the requirements of the LEED Energy and Atmosphere Enhanced Refrigerant Management Credit (EAc4).

The product image shown is for illustrative purposes only and is not representative of selected options.

Equipment Description
Base Unit/Access. (2910)
Base Unit - YLAA0155SJ
R454B Refrigerant (Fully Charged)
Voltage Code - 460/3/60
Across the line starter
SP Circuit Breaker w/ Lockable Handle, 65kA SCWR
Control Transformer Required
Both Low/High Ambient Kit
Connected Services Ready - SC-Equip Board
English
North American Safety Code (cUL/cETL)
Service Isolation Valves
Electronic Expansion Valves
Hot Gas Bypass required - 1 circuit
Extension Kit
Dispersion Switch
ASME Pressure Vessel Codes
Post-Coated Dipped Coils (Environment Guard Premium)
No Heat Recovery
Wire/Louvered Encl Panels (factory)
No Acoustic Blanket required
Low Sound Fans with VSD
Neoprene Isolators
No Pump required



YLAA Air Cooled Scroll Chillers

Page 1 of 1

AVM Report

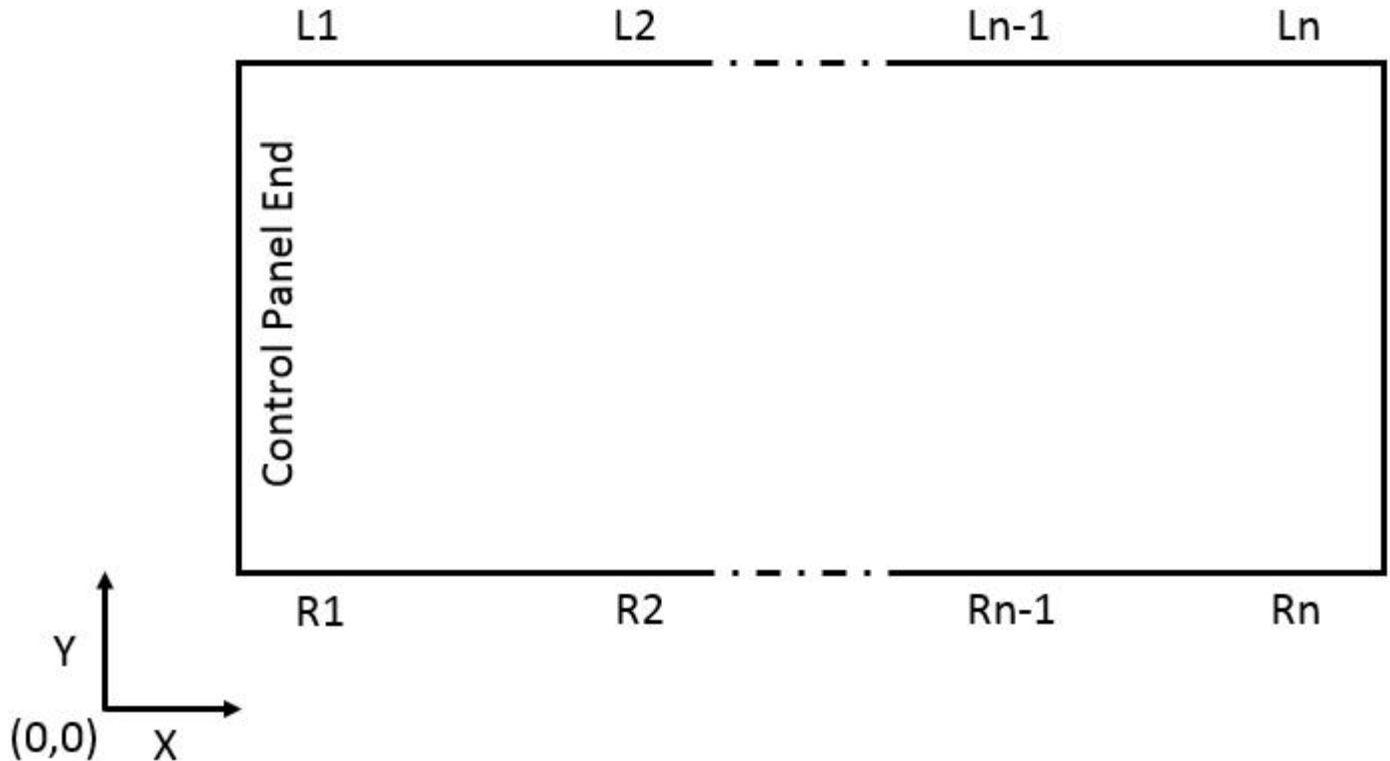
Project Name: 454B Stock AC Scrolls YLAA
Submittals

Unit Tag: YLAA0155SJ46PC

Qty.: 1

Model No.: YLAA0155SJ46XF

PIN								
YLAA0155SJ	46XFBCTXA	SXBLXCXX44	SE1XXXHXXX	YAXGPXX3XX	XVXNXXXXXX			
....5...10	5...20	5...30	5...40	5...50	5...60	5...70	5...80	5...90



LOCATION	X Distance (in)	Y Distance (in)	JCI PART NUMBER	SAP NUMBER	COLOUR	Operating Weights (lb)
R1	7.7	1.4	029-25335-001	434002	Charcoal	733
R2	76.7	1.4	029-25335-002	434004	Red	1321
R3	152.2	1.4	029-25335-002	434004	Red	990
L1	7.7	86.9	029-25335-002	434004	Red	974
L2	76.7	86.9	029-25335-004	434005	Charcoal	2076
L3	152.2	86.9	029-25335-002	434004	Red	1059

Total Weight (lb)		Centre of Gravity (in)	
Operating Weights (lb)	7153	Xg [in]	81.9
Shipping Weight [lb]	7044	Yg [in]	50.5



DAIKIN APPLIED
Central and West Coast Florida

DATE: November 29, 2023
PROPOSAL TO: City of Port Orange
SUBJECT: **Port Orange Police Department**

PROPOSAL TERMS

We are pleased to offer the following equipment per our attached terms and conditions; F.O.B. factory, Net 30 days, terms subject to credit approval and the following:

- Pricing valid for **thirty (30)** days from date of proposal
- The invoicing may be split between Daikin Applied Central and West Coast Florida and Daikin Applied Americas, Inc.
- Sales tax is not included in the pricing
- Copy of Notice of Commencement shall be provided and/or copy of bond if applicable

AIR-COOLED SCROLL CHILLERS

(2) DAIKIN APPLIED MODEL **AGZ-E** AIR COOLED SCROLL DUAL REFRIGERANT CIRCUIT CHILLERS, each complete with:

- Tagged: CH-1, 2
- Model No. AGZ-E

Performance

- Rated capacity: 143.3 Tons
- Full operating range efficiency: 16.41 IPLV EER at AHRI condition of service
- Full load efficiency: 10.87 EER at AHRI condition of service
- Performance ratio in accordance with AHRI standard 550/590
- Entering water temperature: 54 °F
- Leaving water temperature: 44 °F
- Flow: 342.9 GPM

General

- Meets or exceeds ASHRAE 90.1 (2016) requirements
- Manufactured in accordance with applicable standards/codes of AHRI 550/590, ANSI/ASHRAE 15, ANSI/NEMA MG-1, ASHRAE 90.1 and ASME Section VIII
- Manufacturer is ISO registered
- Factory run tested for functionality
- Suitable for constant volume or variable volume water flow application

USGBC LEED Point Contributions

- Energy and atmosphere credit 1
 - Optimized energy efficiency
- Energy and atmosphere credit 4

- Enhanced refrigerant management

Unit Casing Construction

- Unit casing, control enclosure, panels, fan deck, structural members and structural components and base rails fabricated of G-90 galvanized steel conforming to standard ASTM A525 and finished with beige urethane paint conforming to ASTM 117-90 1000 Hour Salt Spray Test

Compressor / Condenser Section

- HFC-410a refrigerant and synthetic (ester) oil
- Multiple hermetic, scroll type compressors with crankcase oil heater and suction strainer
- Each refrigerant circuit includes scroll compressors with shutoff valve, **electronic expansion valve**, replaceable core filter drier, solenoid valve, sight glass with moisture indicator, charging Schrader valve, 450 PSIG pressure relief valve, copper refrigerant piping, and **insulated suction line with 0.75" thick closed cell type insulation**
- Discharge and liquid line service valves per refrigerant circuit
- Coils shall be all aluminum alloy 9153 microchannel design and shall have a series of flat tubes containing multiple, parallel flow microchannels layered between the refrigerant manifolds.
- Coils shall consist of a two-pass arrangement
- Each condenser coil shall be factory leak tested with high-pressure air under water
- Totally enclosed air over (TEAO) direct drive, 460V/3Ø, 1,150 rpm condenser fan motors each with rain shield, Class "F" insulation, permanently lubricated ball bearings, inherent motor overload protection, steel corrosion inhibited fan shaft, aluminum fan blades, and PVC coated discharge fan guard
- **Hot gas bypass**
- **Unit provided with low ambient head pressure control for operation to 0°F with VFD driven and controlled condenser fan motors**
- **The condenser coils and coil frames are submerged and electrically charged with baked epoxy coating providing 6,000 Hour Salt Spray Resistance capability in accordance with ASTM B117-90 Standard. The epoxy coated coils also receive a UV-resistant urethane top coat.**
- **Provided with condenser coil louvers and base frame louvers**

Evaporator Section

- Direct expansion type brazed plate and frame heat exchanger with 304 stainless steel plates
- Two (2) refrigerant circuits
- 115V evaporator heater and thermostat with elements in both vessel heads for freeze protection to 0°F (internally wired), **victaulic piping connections**
- **Two layers (total 1.5" thick) of evaporator insulation**
- *Chilled water thermal dispersion factory mounted and wired flow proving sensors*

Unit Controller

- **Microprocessor (MicroTech III™)** unit controllers to stage the unit based on leaving water temperature to include LCD type display (operator interface) with a minimum of 4-line by 20 characters in English with six (6) key menu
- **Microprocessor equipment protective functions shall include:**
High discharge pressure, loss of refrigerant, loss of water flow, freeze protection, low refrigerant pressure
- **Microprocessor operator controls shall include:**
Auto/stop switch, chilled water setpoint adjustment, anti-cycle timer, digital display with water temperature and setpoint, operating temperatures and pressures, diagnostic messages, remote chilled water temperature reset and demand limit capability by an external 4-20 mA signal
- **Microprocessor capability:**
Soft-load function, non-volatile program memory allowing auto restart after power failure, recording of safety shutdowns including date and time stamp, system temperatures and pressures, records a minimum of six previous occurrences kept in a revolving memory, start-to-start and stop-to-start

cycle timers to provide minimum compressor off-time with maximum motor protection, lead-lag compressor staging for part-load operation by manual selection or automatically by circuit run hours, discharge pressure control through intelligent cycling of condenser fans to maximize efficiency, pro-active compressor unloading when selected operating parameters exceed design settings, such as high discharge pressure or low evaporator pressure, diagnostic monitoring of unit operation, providing a pre-alarm signal in advance of a potential shutdown allowing time for corrective action

- **Factory installed BAS standard protocol BACnet™ with MS / TP communication board**

Electrical Power and Control Enclosures

- **NEMA Type 3R** weatherproof control and power enclosures to contain microprocessor controller unit controls, 3Ø field power connection point, **circuit breaker for each electrical circuit serving each compressor**, operating and safety controls, microprocessor compressor controllers, control terminal interlocks, circuit breaker protected condenser fan motors, condenser fan motor contactors, **fused control circuit transformer (460V/3Ø-120V/1Ø)**, power terminal blocks, inherent fan motor overload protection, and low ambient head pressure control to 0°F ambient
- **Factory mounted and wired 65k AIC molded case disconnect switch with through the door lockable handle and circuit protection**
- **Factory installed ground fault protection**

Compressor Starters

- **Across the line starters for each compressor housed in NEMA Type 3R enclosure**
- **460V/3Ø NEMA 3R starter enclosure provided with 65kA SCCR (Short Circuit Current Rating)**

Electrical Requirements

- **Single point 460V/3Ø electrical service**
 - MCA is 316 amps
 - Recommended field fuse size is 350 amps
 - Maximum (MOCP) field fuse is 350 amps

Physical Data

- Unit dimensions 238" L x 88" W x 99" H
- Unit shipping weight 7,355 pounds
- Unit operating weight 7,474 pounds
- Operating limits:
 - Maximum non-operating ambient temperature 130°F
 - Maximum operating ambient temperature 105°F
 - Minimum operating ambient temperature 0°F
 - Leaving chilled water temperature 40-60°F (20-39°F with glycol)
 - Operating chilled water ΔT 6-18°F
 - Maximum evaporator operating inlet fluid temperature 76°F
 - Maximum evaporator non-operating inlet fluid temperature 100°F
- Chiller must be installed, operated and maintained in accordance with Daikin installation operation and maintenance manual
- **Rubber-in-shear 3/8" thick neoprene ribbed isolation**

Certifications

- ETL listed and labeled
- ASHRAE 90.1 2010 and 2013
- In accordance with AHRI 550/590
- BACnet International™
- LonMark 3.4™
- Modbus™

Equipment Start-up and Field Services

- Equipment start-up (1 day)

- Owner training (1 day)

Equipment Warranty

- Manufacturer's first (1st) year parts warranty from date of equipment start-up not to exceed eighteen (18) months from date of shipment, whichever occurs first (refrigerant warranty not included)
- **Manufacturer's second (2nd) through fifth (5th) year compressor parts only warranty from date of equipment start-up not to exceed sixty-six (66) months from date of shipment, whichever occurs first (refrigerant or extended four (4) year labor warranty not included)**

NOT INCLUDED: Installation, refrigerant warranty, labor warranty, maintenance, coil cleaning, quarterly inspections, annual inspections, power or control wiring, piping, 20 mesh cleanable chilled water strainer upstream of evaporator, valves, rigging, or unloading.

NOTE: A 0.063 inch diameter perforated basket strainer must be installed immediately upstream of evaporator by contractor. See installation, operation and maintenance manual.

Total Price, F.O.B. Factory, Freight Allowed.....\$270,000.00
(Sales Tax Is Not Included)
Quick Ship Lead Time: 24 Weeks

Total Price **DEDUCT** For Standard Lead Time..... <\$17,000.00>
(Sales Tax Is Not Included)
Standard Lead Time: 28-29 Weeks

PREPARED BY: *Austin G. Stewart*

ACCEPTED BY: _____

DATE: _____ P.O. _____
Signature and date above constitutes a binding purchase order on behalf of your company.

November 29, 2023

PORT ORANGE POLICE DEPARTMENT

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DAIKIN APPLIED AMERICAS INC.

Terms & Conditions of Sale (United States and Canada)

Agreement of Sale: The term "Company" as used herein shall mean Daikin Applied Americas Inc. dba Daikin Applied. Company's Proposal to provide equipment, parts, or services, which includes specifications to perform services including planned maintenance services (also referred to as a "Maintenance Agreement"), is Company's offer to sell such equipment, parts or services as indicated, including without limitation those products sold under the brand name Daikin, only under the terms and conditions stated herein. Customer's submittal of any purchase documents, execution of this offer, or allowing Company to commence work contemplated by the proposal, shall be deemed Customer's acceptance of this offer, forming an agreement of the parties relating to Company's sale to Customer of such equipment, parts, and/or services in accordance with the provisions described herein (the "Agreement"). Any additional or differing terms and conditions contained in any documents prepared or submitted by Customer (regardless of whether such terms materially alter this offer) are hereby rejected by Company and shall not become part of this Agreement between Customer and Company unless expressly consented to in writing by an authorized representative of Company.

2. Prices: For materials, equipment and services under this Agreement that are not part of a Maintenance Agreement, prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices or increases in labor or material costs. For services under this Agreement that are part of a Maintenance Agreement, quoted prices are subject to acceptance by Customer within thirty (30) days of the date of the proposal, or can be adjusted by Company, and are subject to adjustment once each calendar year thereafter, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in a Maintenance Agreement, Company will provide Customer forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the notice of adjustment or Maintenance Agreement.

3. Payment: Terms of payment are subject to prior approval of the Company's credit department. Terms of payment for equipment are net thirty (30) days from date of invoice, unless otherwise agreed upon in writing by Company. Terms of payment for services are due upon receipt of invoice, unless otherwise agreed upon in writing by Company. If at any time the financial condition of Customer or any other circumstance affecting the credit decision relating to Customer does not, in Company's opinion, justify continuance of production or shipment of products or performance of services on the terms of payment specified, Company may require full or partial payment in advance, or may, in its sole discretion, stop or delay production or shipment of products or performance of services, or terminate this Agreement. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law. Customer shall have no rights of set off against any amounts that become payable to Company under this Agreement or otherwise.

4. Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Customer unless Customer has provided to Company valid exemption documentation. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Company and Customer, excluding business income or franchise taxes imposed on Company, shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Company is required to pay any such tax, fee or charge, the Customer shall reimburse Company therefor.

5. Cancellations: Equipment is specially manufactured in response to orders. Accepted orders cannot be cancelled without Company's written consent. If Customer cancels any order without Company's consent, Customer shall, promptly upon demand by Company: (a) reimburse Company for any and all expenses (including overhead) incurred in processing the order, (b) paid Company a reasonable profit, in Company's discretion, and (c) indemnify Company for any and all loss incurred by Company as a result of Customer's cancellation of the order.

6. Shipments and Shipping:

6.1. All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low-cost common carrier. Charges for special carrier services requested by Customer shall be paid by Customer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Customer of its obligation to accept remaining deliveries.

6.2. Notwithstanding the dates on any Company acknowledgments or confirmations of shipping, shipment dates are only estimates. For clarity, this Agreement is not a contract obligating Company to ship product or perform services at a specified time, unless set forth in a separate writing signed by an officer of Company.

7. Acceptance: Customer will inspect the products set forth in Company's proposal within five (5) business days of the date the products are delivered to Customer ("Inspection Period"). Acceptance shall be deemed to have occurred at the end of the Inspection Period, unless Customer notifies Company in writing of any nonconforming products and furnishes Company with written evidence, or other documentation required by Company, identifying the nonconformities. If Customer timely and properly notifies Company of any nonconforming products, then Company will replace such nonconforming products with conforming products. Acceptance also occurs if Customer waives its right of inspection, uses the of equipment, or makes any payment toward the invoice for the products.

8. Claims: Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and, regardless of shipping terms or freight payment, Customer shall bear all risk of loss or damage for goods in transit. All claims for shortage or damage in transit must be filed by Customer against the carrier, and not Company. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

9. Returns: Goods may not be returned unless Customer obtains the advance written permission of an authorized Company official. All authorized returned goods. must be shipped prepaid to the location designated by the authorization. Customer shall pay all handling and transportation charges relating to such returned goods.

10. Limited Warranty: Subject to the provisions of Sections 11 and 12, Company provides the following limited warranties as the sole warranties and remedies for equipment, services and software provided by Company under this Agreement.

10.1. Company warrants that it will, at its option, repair or replace defective parts in the event any product (excluding software and firmware) manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Authorized replacement parts are warranted for the remainder of the original warranty period. All shipments of such parts will be made F.O.B. factory, freight prepaid and allowed. Company reserves the right to select carrier and method of shipment. In addition, Company provides labor to repair or replace warranty parts during Company normal working hours on products with rotary screw compressors or centrifugal compressors. Warranty labor is not provided for any other products.

November 29, 2023

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10.2. Company warrants that services furnished by Company pursuant to the Agreement are guaranteed to meet industry standards for a period of thirty (30) days from the date of performance. Company expressly limits this warranty to cover only that portion of Customer's equipment on which Company performed the services set forth in the Agreement. If Company's services do not conform to the foregoing warranty, Company will, at its expense, reperform the services.

10.3. For parts and equipment furnished by Daikin Applied but manufactured by others ("Third-Party Equipment"), Daikin Applied will pass through to Customer the manufacturer's warranty for all Third-Party Equipment as Customer's sole warranty and remedy for such Third-Party Equipment.

10.4. EXCEPT TO THE EXTENT SOFTWARE AND FIRMWARE IS WARRANTED IN ACCORDANCE WITH SECTION 10.3, ALL SOFTWARE AND FIRMWARE PROVIDED IN OR WITH THE PRODUCTS IS PROVIDED "AS IS."

10.5. THE FOREGOING WARRANTIES CONSTITUTE THE SOLE WARRANTIES MADE BY COMPANY AND INCLUDE CUSTOMER'S SOLE REMEDIES FOR WARRANTY CLAIMS. COMPANY DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE OR FIRMWARE PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT OR MALFUNCTION IN THE SOFTWARE IS CORRECTABLE. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.

11. Warranty Exclusions and Requirements:

11.1. Company's warranties set forth in Section 10 shall not apply to any products or parts, or as applicable, services: (a) that have been opened, disassembled, or repaired, or altered or performed, in each case by anyone other than Company or its authorized service representative; (b) that have been subjected to misuse, abuse, negligence, accidents, damage, or abnormal use or service; (c) that have failed due to ordinary wear and tear; (d) that have been operated, installed, or started in a manner contrary to Company's printed instructions; (e) that have been exposed, directly or indirectly, to a corrosive atmosphere or material such as, but not limited to, chlorine, fluorine, fertilizers, waste water, urine, rust, salt, sulfur, ozone, or other chemicals, contaminants, minerals, or corrosive agents; (f) that have not been properly maintained; (g) that were manufactured or furnished by others and/or are not an integral part of a product manufactured by Company; or (h) for which Company has not been paid in full.

11.2. The warranties set forth in Section 10 shall not apply to products with rotary screw compressors or centrifugal compressors if such products have not been started, or if such startup has not been performed, by a Company or Company authorized service representative.

11.3. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty.

11.4. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

11.5. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PARTS ORDERED BY CUSTOMER MEET THE DESIGN AND SPECIFICATION REQUIREMENTS OF ANY PROJECT. To that end, Customer accepts full and sole responsibility to determine what parts ordered are needed for a project.

11.6. If free warranty labor is available under Section 10, such free labor does not include diagnostic visits, inspections, travel time and related expenses, or unusual access time or costs required by product location.

11.7. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of the express warranties in this Agreement, or to state that the performance of any product is other than as published by Company.

11.8. The warranties in Section 10 and any optional extended warranties are granted only to the original user.

11.9. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup. If Company does not timely receive such Registration Form, the startup date and ship date will be deemed the same for determining the commencement of the warranty period and the warranty shall expire twelve (12) months from that date.

12. Remedies and Limitation on Liability:

12.1. Customer's remedies with respect to the products and services sold hereunder shall be limited to the warranties provided in section 10 and shall not exceed the lesser of: (a) the cost of repairing or replacing defective products; and (b) the original purchase price actually paid for the products or services.

12.2. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES, INCLUDING, WITHOUT LIMITATION ANY DAMAGES THAT ARISE OUT OF OR IN ANY WAY RELATE TO COMPANY'S PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER THE THEORY FOR RECOVERY IS BASED IN LAW OR IN EQUITY, OR IS UNDER ANY LEGAL THEORY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR WARRANTY, INFRINGEMENT, NEGLIGENCE, OR STRICT LIABILITY, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN. THE TERM "CONSEQUENTIAL DAMAGES" INCLUDES, WITHOUT LIMITATION, THOSE DAMAGES ARISING FROM BUSINESS INTERRUPTION OR ECONOMIC LOSS, SUCH AS LOSS OF ANTICIPATED PROFITS, REVENUE, PRODUCTION, USE, REVENUE, REPUTATION, DATA OR CROPS. IN NO EVENT WILL COMPANY'S LIABILITY UNDER THIS AGREEMENT, IN THE AGGREGATE, ARISING FROM ANY CAUSE WHATSOEVER EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

13. Intellectual Property Indemnification: Company will, at its own expense, defend any suits that may be instituted by anyone against Customer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this Agreement relating to any products or replacement parts sold hereunder that are manufactured by Company; *provided that* Customer has: (i) made all payments then due hereunder; (ii) given Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Customer; and (iii) permitted Company, either in the name of Customer or the name of Company, to defend the same and given Company all needed information, assistance and authority to enable it to do so. If the products alleged in such suit held by a court of competent jurisdiction to have, in and of themselves, infringed any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

14. System Security: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect Customer's computer network, systems, machines, and data (collectively, "Systems") against Cyber Threats, including those Systems on which Customer runs the products or uses the services provided by Company. "Cyber Threat(s)" means any circumstances or events with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, whether through malware, hacking, or similar attacks.

November 29, 2023

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15. Force Majeure: Company shall not be liable for any damage as a result of any failure to perform or for delay in performance due to any cause beyond Company's reasonable control, including without limitation, any acts of God, including flood, earthquake, tornado, storm, fire, or epidemics or pandemics; acts of terrorism, war or public enemy, civil disobedience, riots, sabotage, or labor disputes; labor or material shortages or delays, delays in transportation, or inability to access or obtain manufacturing facilities; restraint by court order or public authority (whether valid or invalid); or acts of Customer (a "Force Majeure Event"). In the event of a Force Majeure cause or event, the time for the affected party's performance will be extended for a period of time reasonably necessary to overcome the delay caused by such Force Majeure cause or event. If the materials or equipment included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of Company, Company shall be excused from furnishing said materials or equipment and shall be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.

16. Choice of Law and Disputes:

16.1. This Agreement shall be governed by and construed according to the laws of the State of Minnesota, without regard to conflicts of law.

16.2. All claims, disputes, controversies and alleged breaches arising out of or relating to the Agreement shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except that Company, at its sole option, may elect at any time before it has filed an arbitration demand or answering statement to litigate in court in lieu of arbitration. Any such arbitration shall be held in Minneapolis, Minnesota, unless another site is mutually agreed upon by the parties. Arbitration discovery shall be allowed in accordance with the Federal Rules of Civil Procedure; *provided, however*, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA. Any arbitration award may be entered as a judgment in any state or federal court having jurisdiction.

17. General Provisions:

17.1. This Agreement is binding upon and shall inure to the benefit of each party's respective successors, assigns and affiliates.

17.2. The headings in this Agreement are used as a matter of convenience and shall not be construed to in no way define, limit or describe the scope or intent of any provision of this Agreement.

17.3. A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of such party's rights under any other provision. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by an authorized official of the Company. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Customer's purchase order or any other documents, the Company does not accept any order subject to project design and specifications.

17.4. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein.

17.5. If any provision of this Agreement is found for any reason to be invalid or unenforceable, such provision shall be deemed deleted and replaced by an enforceable provision which, insofar as possible, achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

18. Additional Provisions Relating to Company's Provision of Services:

18.1. If during the first thirty (30) days of any Maintenance Agreement or upon a seasonal start-up under a Maintenance Agreement, Company determines that any equipment covered under this Agreement in need of repair and/or replacement, Company shall inform Customer of the equipment condition and the recommended remedy. Thereafter, Company shall not be responsible for the present or future repair and/or replacement or operability of any such specifically identified equipment until such equipment is brought by Customer to an acceptable condition, or the Customer removes the unacceptable equipment from such Maintenance Agreement.

18.2. Any and all costs, fees and expenses arising from or incurred, directly or indirectly, in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulation(s)") requiring use of a refrigerant, other than the type of refrigerant currently being utilized in connection with Customer's equipment on which Company is providing services under this Agreement, shall be borne solely by Customer and Company shall not be required to bear any such costs, fees or expenses incurred or required in connection with the modification, removal, replacement or disposal of any refrigerant made in response to any Governmental Regulation.

18.3. The contract price stated in this Agreement is predicated on the fact that all work will be done during Company's regular working hours unless otherwise specified. If for any reason Customer requests that such work be performed other than during regular working hours, or requests work that is outside the scope of services specified hereunder, Customer agrees to pay Company any additional charges arising from such additional services, including, without limitation, premium pay, special freight or other fees or costs associated therewith. Company may, in its sole discretion, reserves the right to engage others in a subcontractor status to perform the work hereunder.

18.4. Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, and hold harmless Company and its officers, directors, agents, and employees (collectively "Indemnified Parties") for, from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such Indemnified Parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Company shall have the right to suspend its work, at no penalty to Company, until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price shall be equitably adjusted.

18.5. Customer shall provide Company personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless specifically stated in the quote. Further, Customer shall ensure that sufficient service access space is provided. Company shall not be held liable for failure of or damage to any Customer equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Company.

18.6. Company is not responsible for: (a) the design of Customer's system (unless specifically included in Company's proposal), (b) obsolescence, electrical power failures, low voltage, the burned-out of main or branch fuses, low water pressure, vandalism, or misuse or abuse of Customer's system by others (including the Customer), (c) negligence of the operation of the system by Customer or others, or (d) other causes beyond the control of Company. If Company is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the system or the equipment covered hereby, or by any cause beyond Company's control, Customer shall pay Company for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Company rates for performing such services.

18.7. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date of the Agreement; *provided however*, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Company upon five (5) days prior written notice to Customer, in the event that: (x) any sums or monies due or payable pursuant to this Agreement are not paid when due, or (y) any additions, alterations, repairs or adjustments are made to the system or equipment without Company's prior approval; (iii) by either party, in the event that the other

November 29, 2023

PORT ORANGE POLICE DEPARTMENT

Page 8 of 8

party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Company, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less.

19. Additional Provisions Relating to Sales in Canada: The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 1/9/2024

SUBJECT: (C12c) Approval of Amendment No. 1 to Task Authorization No. 3 with Schenkel & Schultz TLC Engineering as it relates to the Police Department HVAC Assessment

DEPARTMENT: Engineering

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Amendment No. 1 to Task Authorization No. 3 with Schenkel & Schultz TLC Engineering for a revised amount of \$101,962.00 and authorize the Mayor and City Clerk to sign all necessary documents.

SUMMARY: The Engineering Department is requesting the Council to approve Amendment No. 1 to Task Authorization No. 3 as it relates to the Police Department HVAC Assessment in the amount of \$50,105.00 for a revised contract amount of \$101,962.00.

In May 2023, Council approved Task Authorization No. 3 for Schenkel & Schultz to perform an internal component assessment of the HVAC System at the Police Department. As the assessment was being completed in November 2023, the two chiller units at the Police Department stopped working. Public Works & Engineering staff contacted and met with Energy Air, an HVAC contractor, to determine the cause of failure and to come up with a repair plan. Upon inspection of the chillers, Energy Air estimated that the cost of repairs to the failed components would be greater than \$150,000, which is over half of the value of new units. They recommended purchasing new chillers over repairing the existing ones, noting that additional issues would likely be discovered while making repairs. At that time, temporary chillers were rented to provide air conditioning to the building until new chillers could be purchased and installed. The cost of the rental chillers is approximately \$40,000 per month. An emergency Purchase Order has been issued to Validated Custom Solutions to purchase two new chillers directly from the manufacturer (York) with delivery expected in Spring 2024. The installation of these new chillers will need to be incorporated into the design that is currently underway for the HVAC Assessment done by Schenkel & Schultz TLC Engineering.

Amendment No. 1 to Task Authorization No. 3 is for additional services to include the design necessary to install the replacement of the existing chillers and to design and specify a new control system for the Police Department HVAC system. Amendment No. 1 will not require any time addition.

PRESENTER: Junos Reed

ATTACHMENTS:

1.	Schenkel & Schultz, Inc. Amendment No. 1 to Task Authorization No. 3	Schenkel & Schultz, Inc. Amendment No. 1 to Task Authorization No. 3.pdf
2.	Port Orange PD HVAC_SSA AS1 PROPOSAL_11.3.2023	Port Orange PD HVAC_SSA AS1 PROPOSAL_11.3.2023.pdf
3.	Task Authorization No. 3 - PD HVAC Assessment	Task Authorization No. 3 - PD HVAC Assessment.pdf
4.	NTP - Schenkel & Schultz TA3	NTP - Schenkel & Schultz TA3.pdf
5.	EXECUTED Master Contract CA7525 Schenkel and Schultz Architectural Services eff 6 15 2021 to 6 14 2026	EXECUTED Master Contract CA7525 Schenkel and Schultz Architectural Services eff 6 15 2021 to 6 14 2026.pdf
6.	Schenkel & Shultz, Inc. All 3.22.2024	Schenkel & Shultz, Inc. All 3.22.2024.pdf

Julia Wiggins	Created/Initiated - 12/6/2023
Richard Colby	Approved - 12/6/2023
Junos Reed	Approved - 12/12/2023
John McKinney	Approved - 12/21/2023
Matthew Jones	Approved - 12/21/2023
Wayne Clark	Approved - 12/28/2023
Tracee Cody	Final Approval - 12/29/2023

AMENDMENT NO. 1 TO TASK AUTHORIZATION NO. 1

THIS AMENDMENT NO. 1 ("Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **SCHENKEL & SHULTZ, INC.** ("Architect") a Florida corporation with its principal place of business at 200 East Robinson Street, Suite 300, Orlando, Florida 32801. The City and the Architect are hereinafter collectively referred to as the "Parties."

WHEREAS, on the 15th day of June 2021, the Parties entered into a Master Contract for Architectural Services, pursuant to Request for Statement of Qualifications 20-03 ("RFSQ 20-03"), Addendum 1, Addendum 2, having an effective term commencing on June 15, 2021 and continuing for a period of five (5) years; and

WHEREAS, on the 16th day of May 2023, the Parties entered into Task Authorization No. 3 of the Master Contract for Architectural Services for services relating to Police Department HVAC Assessment, and as more particularly described in the Scope of Services attached as Exhibit "1," in an amount not to exceed \$51,857.00, with services to be provided within 365 days from issuance of a written Notice to Proceed issued by the City to the Architect; and

WHEREAS, the Parties desire to amend the scope of services to incorporate the installation of new chillers into the current design and increase the amount of services from \$51,857.00 to \$101,962.00 for Task Authorization No. 3; and

WHEREAS, the Mayor of Port Orange has determined that the execution of this Amendment 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:

1. The foregoing recitals are true and correct and incorporated herein.
2. The Scope of Services in Task Authorization No. 3 shall be supplemented to include the additional Scope of Services, as provided in Exhibit "1a," attached hereto and made apart hereof.
3. Paragraph 4 shall be deleted in its entirety and replaced as follows:

"In return for the services identified above, the City agrees to compensate the Architect at the prices set forth in Exhibit "1" attached hereto and made a part hereof for all purposes subject to a limit not to exceed \$101,962.00. 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."
4. Counterparts. This Amendment 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 Amendment shall be deemed valid as if an original

signature was delivered. No contract shall be formed between Architect and the City until the City signs this Amendment.

5. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Amendment on the day and year stated hereinafter.

Witnesses:

Schenkel & Shultz, Inc.

Printed Name: _____

By: _____

Daniel C. Laggan, President

If this Agreement is signed by an individual not identified as an Officer of the company in the records of the Florida Department of State, Division of Corporations, or other legally authorized person, then please provide written authorization for that individual to enter into contracts on behalf of the company.

Printed Name: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

ATTEST:

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

Date: _____

EXHIBIT “1a”

Contractor's Quote

10/1/2019 10:00 AM

Consisting of 2 Pages

November 3, 2023

Junos Reed, P.E.
City Engineer
1000 city Center Cir.
Port Orange, FL 32129

RE: **Main Police Station HVAC Assessment - A/E Additional Services Fee Proposal under Task 3
Master Contract CA7525**

Dear Junos,

SCHENKELSHULTZ is pleased to submit a fee proposal for Additional Services relating to Task Authorization No. 3 under the Master Contract for Architectural Services CA725 for the Police Department HVAC Assessment. Our proposal is based upon the discussed scope of work discussed with Mr. Jim Mullen with TLC Engineering on or about November 2, 2023.

Basic Scope of Work

- Services as outlined in the TLC proposal (attached)

Deliverables

- Supporting design, bid and procurement documentation

Fee Breakdown

Design	\$35,640.00
Construction Administration	\$ 7,205.00
Commissioning	\$ 7,260.00

For this project scope we propose a fixed fee of **\$50,105.00 (Fifty Thousand One Hundred and Five Dollars)**. Any significant changes in scope, client changes or unforeseen conditions may require additional services. This proposal assumes the record documents will be provided by the Client for reference, and does not include fees associated with detailed estimates and/or agency permitting.

The above design and construction phase services will be performed according to our Continuing Services Contract. If you have any questions regarding the above, please don't hesitate to call. We look forward to working with you.

Sincerely,
SCHENKELSHULTZ



Gay Geiger, AIA
Principal

Cc: Dan Laggan, Iris Zayas (SSA), file

Attachments: TLC Professional Engineering Services Proposal dated November 2, 2023



November 2, 2023

Ms. Gay Geiger, AIA
Principal
Schenkel Shultz Architecture
200 E Robinson Street, Suite 300
Orlando, FL 32801
Delivered via email: ggeiger@schenkelshultz.com

**Re: Port Orange Police Station Building
Professional Engineering Add Services Proposal**

Dear Gay:

As requested, TLC Engineering Solutions, Inc. has developed the following proposal to provide supplemental MEP services for the referenced project.

Additional services are based on the following scope item:

1. Provide the design, construction services and commissioning for the replacement of the two air cooled chillers with two chillers of the same size and updating controls as required.

TLC is prepared to provide supplemental services as outlined above for a fixed fee of:

Design:	\$32,400.00
Construction Administration:	\$ 6,550.00
Commissioning:	\$ 6,600.00

All other terms of our original proposal applies unless specifically modified by this proposal. If our proposal is acceptable, please remit appropriate authorization allowing us to proceed. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that your firm has received approval from the client.

Please give me a call with any questions or comments.

Sincerely,

TLC Engineering Solutions, Inc.

A handwritten signature in blue ink, appearing to read "JC Mullen".

Jim Mullen, PE

Principal / Sr. Mechanical Engineer

A handwritten signature in blue ink, appearing to read "Gary C. Krueger".

Gary C. Krueger, PE, CM, LEED AP BD+C
Principal / Division Director

Authorization

By: See Task Authorization No. 3 Page 4

Print Name and Title

Date

November 3, 2023

Junos Reed, P.E.
City Engineer
1000 city Center Cir.
Port Orange, FL 32129

RE: **Main Police Station HVAC Assessment - A/E Additional Services Fee Proposal under Task 3
Master Contract CA7525**

Dear Junos,

SCHENKELSHULTZ is pleased to submit a fee proposal for Additional Services relating to Task Authorization No. 3 under the Master Contract for Architectural Services CA725 for the Police Department HVAC Assessment. Our proposal is based upon the discussed scope of work discussed with Mr. Jim Mullen with TLC Engineering on or about November 2, 2023.

Basic Scope of Work

- Services as outlined in the TLC proposal (attached)

Deliverables

- Supporting design, bid and procurement documentation

Fee Breakdown

Design	\$35,640.00
Construction Administration	\$ 7,205.00
Commissioning	\$ 7,260.00

For this project scope we propose a fixed fee of **\$50,105.00 (Fifty Thousand One Hundred and Five Dollars)**. Any significant changes in scope, client changes or unforeseen conditions may require additional services. This proposal assumes the record documents will be provided by the Client for reference, and does not include fees associated with detailed estimates and/or agency permitting.

The above design and construction phase services will be performed according to our Continuing Services Contract. If you have any questions regarding the above, please don't hesitate to call. We look forward to working with you.

Sincerely,
SCHENKELSHULTZ



Gay Geiger, AIA
Principal

Cc: Dan Laggan, Iris Zayas (SSA), file

Attachments: TLC Professional Engineering Services Proposal dated November 2, 2023



November 2, 2023

Ms. Gay Geiger, AIA
Principal
Schenkel Shultz Architecture
200 E Robinson Street, Suite 300
Orlando, FL 32801
Delivered via email: ggeiger@schenkelshultz.com

**Re: Port Orange Police Station Building
Professional Engineering Add Services Proposal**

Dear Gay:

As requested, TLC Engineering Solutions, Inc. has developed the following proposal to provide supplemental MEP services for the referenced project.

Additional services are based on the following scope item:

1. Provide the design, construction services and commissioning for the replacement of the two air cooled chillers with two chillers of the same size and updating controls as required.

TLC is prepared to provide supplemental services as outlined above for a fixed fee of:

Design:	\$32,400.00
Construction Administration:	\$ 6,550.00
Commissioning:	\$ 6,600.00

All other terms of our original proposal applies unless specifically modified by this proposal. If our proposal is acceptable, please remit appropriate authorization allowing us to proceed. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that your firm has received approval from the client.

Please give me a call with any questions or comments.

Sincerely,

TLC Engineering Solutions, Inc.

Handwritten signature of Jim Mullen in blue ink.

Jim Mullen, PE

Principal / Sr. Mechanical Engineer

Handwritten signature of Gary C. Krueger in blue ink.

Gary C. Krueger, PE, CM, LEED AP BD+C
Principal / Division Director

Authorization

By: _____

Print Name and Title _____

Date _____

TASK AUTHORIZATION NO. 3
Master Contract for Architectural Services dated June 15, 2021
Between the City of Port Orange, Florida and Schenkel & Shultz, 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 **SCHENKEL & SHULTZ, INC.**, a Florida corporation with its principal place of business at 200 East Robinson Street, Suite 300, Orlando, Florida 32801 ("Architect"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Architectural Services as dated above, 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 No. 3 shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Architect shall provide services relating to **Police Department HVAC Assessment** and as more particularly described in the **Fee Proposal**, attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Architect shall complete the services to be provided herein within **three hundred sixty-five (365)** from the date of issuance of a written Notice to Proceed issued by the City to the Architect.
4. In return for the services identified above, the City agrees to compensate Architect at the prices set forth in Exhibit "1" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed **\$51,857.00**. 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.
5. 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 Architect 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:

SCHENKEL & SHULTZ, INC.


Printed Name: Winston B. Alvarado

By: 
Daniel C. Laggan, President


Printed Name: Iris Zayas

Date: May 3, 2023

CITY OF PORT ORANGE

By: 
Donald O. Burnette, Mayor

Date: May 16, 2023



ATTEST:

By: 
Robin L. Fenwick, MMC, City Clerk

Date: May 16, 2023

TASK AUTHORIZATION NO 3

EXHIBIT "1"

Consisting of 8 Pages

SCHENKEL AND SHULTZ, INC.

POLICE DEPARTMENT HVAC ASSESSMENT

April 21, 2023 (*revised May 1, 2023*)

Junos Reed, P.E.
City Engineer
1000 city Center Cir.
Port Orange, FL 32129

RE: Main Police Station HVAC Assessment - A/E Fee Proposal under Master Contract CA7525

Dear Junos,

SCHENKELSHULTZ is pleased to submit a fee proposal for the Professional Services required for the assessment of the existing main Police Station HVAC issues, provide recommendations for addressing HVAC issues, and construction administration services. Our proposal is based upon the discussed scope of work identified in your March 14, 2023 email as well as review of drawings provided. We intend to utilize the services of TLC Engineering located in Melbourne, FL.

Basic Scope of Work

- Evaluation of existing building documentation, MEP only
- Field assessment of existing conditions
- Measured drawings as required to produce solicited bid and permit documents
- Design services to address HVAC issues
- Services as outlined in the TLC proposal (attached)

Deliverables

- 50% Construction Documents
- 100% Construction Documents (to be used for Bid and Permit)
- 1 set of electronic media (PDF) of the above documents
- Prints as necessary to jurisdictional agencies for permitting if required.

Fee Breakdown

Evaluation	\$ 4,181.00
Design / CDs	\$23,850.00
Bid/Permit/Construction Administration	\$ 6,011.00
Commissioning	\$17,815.00

For this project scope we propose a fixed fee of **\$51,857.00 (Fifty One Thousand Eight Hundred and Fifty Seven Dollars)**. Any significant changes in scope, client changes or unforeseen conditions may require additional services. This proposal assumes the record documents will be provided by the Client for reference, and does not include fees associated with detailed estimates and/or agency permitting.

The above design and construction phase services will be performed according to our Continuing Services Contract. If you have any questions regarding the above, please don't hesitate to call. We look forward to working with you.

Sincerely,
SCHENKELSHULTZ



Gay Geiger, AIA
Principal

ATTN: Mr. Junos Reed
RE: Main Police Station Fee Proposal (HVAC issues)
Page 2

Cc: Dan Laggan, Iris Zayas (SSA), file

Attachments: TLC Professional Engineering Services Proposal dated April 17, 2023, *revised May 1, 2023*



April 17, 2023
Revised May 1, 2023

Ms. Gay Geiger, AIA
Principal
Schenkel Shultz Architecture
200 E Robinson Street, Suite 300
Orlando, FL 32801
Delivered via email: ggeiger@schenkelshultz.com

**Re: Port Orange Police Station Building
Professional Engineering Services Proposal**

Dear Gay:

TLC Engineering Solutions, Inc. (TLC) is pleased to submit the following proposal to provide engineering services for the above referenced project. We appreciate your consideration and look forward to working with you and your design team on this project.

PROJECT SCOPE

We understand the project consists of the evaluation, design, construction administration and commissioning of the existing 32,983 sq. ft. police department building in Port Orange, Florida. TLC's proposal is based on evaluating the existing plans provided in your email of March 28, 2023 and notes showing deficiencies of the HVAC system from a meeting with Junos Reed from the City of Port Orange.

BASIC SCOPE OF SERVICES

Basic Scope of Services shall be as outlined in AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant, Article 3. TLC shall provide professional engineering and design services for:

- a. Mechanical Engineering
- b. Electrical Engineering (connect mechanical equipment)
- c. Commissioning

TLC anticipates submittals at the following design stages:

- 50% Construction Documents
- 100% Construction Documents

Phase 1: Mechanical Evaluation

- 1. Site visit to visually access observed conditions (fee includes travel expenses to site).
- 2. Review of provided original design documents, previously generated TAB report, data logger information.
- 3. Draft and Final report outlining findings and recommendations.
- 4. Invasive assessment including removal of finishes for testing is excluded.

5. Building envelope or architectural evaluation or assessment is excluded.

Phase 2. Anticipated Design

1. Design for the distribution to have a complete VAV box design (VAV boxes have been removed from system).
2. Design for all outside air and return duct to be connected back to the air handling unit and to the outdoor air grilles and for a positively pressurized building.
3. Update control sequences for chiller, ahu's and vav boxes.

Phase 3. Construction administration and Commissioning

1. See Proposed Construction Phase Services for scope of work.
2. See Proposed Commissioning Services for scope of work.

All submittals are anticipated to be electronic. Reproduction shall be performed by Schenkel Shultz Architecture or compensated as a reimbursable expense.

Design review or coordination meetings are anticipated to be conducted by teleconference.

PROPOSED CONSTRUCTION PHASE SERVICES

Construction Phase Services provided for this project shall include:

1. Response to bidder questions.
2. Response to local permitting officials' comments.
3. Response to Contractor's Request for Information (RFI) during the construction period.
4. A total of two site visits to become generally familiar with the progress and quality of the construction work to determine if the work is being performed in general accordance with the construction documents. (The mix of mechanical, and electrical representation may change based on the needs of the project during the construction phase). Substantial completion and final inspection, if requested, would each constitute a site visit.

PROPOSED COMMISSIONING SERVICES

Methodology

We anticipate that the bulk of the work will be done at the graphical user interface for the associated control system. We will review the building automation graphic and record a screen capture of each graphic page on a USB memory stick. We will inspect and photograph each corresponding piece of mechanical equipment and verify the accuracy of the BAS graphics. We will use trend data to verify that the specified sequences of operation are actually implemented in the control system logic. We will turn on off each piece of equipment using schedules and remote overrides and verify that the scheduling program has been implemented for each system. All static pressure safeties and low limit freeze protection safeties will be functionally tested. A commissioning plan will be developed which will detail the commissioning methodology and schedule.

Any sensors that appear to be out of calibration will be documented.

This proposal does not include any labor or materials from the controls contractor or a test and balance subcontractor. TLC Engineering for Architecture will coordinate the issues discovered during the commissioning process with the appropriate contractor and the **City of Port Orange** project manager and will prepare a final issues log. The intent of the issues log is to provide a single document that identifies problems and records the resolution.

A final commissioning report will be prepared at the end of the commissioning activities. This final report will include screen captures, the issues log, and photographs related to the commissioning process. An executive summary will outline the commissioning process and the results achieved. Completed functional test forms and blank functional test forms for future commissioning activities will also be provided in an electronic

This proposal also includes:

- Kick off meeting – TLC will conduct a Cx kick off meeting and invite all participants - TLC will explain to all what they will be looking for at their site visits
- Site Visits – It is understood that TLC will want to visit the site periodically to insure equipment is installed per contract drawing – We will perform two site visits during the construction phase.
- Testing – TLC will execute functional performance tests of the installed controls.
- TLC will create a punch list / issues log
- TLC will issue a final Cx Report.

Additional services, when requested in writing shall be performed at TLC's approved hourly rates. TLC shall submit the estimated additional services cost for approval and authorization prior to proceeding with a design.

Systems to be commissioned.

Chiller Plant Controls	100%
Controls for 2 AHUs	100%
Controls for 51 VAV Boxes	25%
Controls for Exhaust Fans	100%

INFORMATION TO BE FURNISHED BY THE ARCHITECT

In addition to Architects' Responsibilities defined in AIA Document C401 – 2017 Edition – Standard Form of Agreement Between Architect and Consultant, Article 5, specific information and material that impacts the design shall be provided to TLC as shown in Attachment A.

ADDITIONAL SERVICES

Additional services, when requested in writing by Schenkel Shultz Architecture, shall be performed at TLC's standard hourly rates. Additional Services are as defined in AIA Document B101 – 2017 Edition – Abbreviated Standard Form of Agreement Between Owner and Architect, Article 4. Additional Services also include those items shown in Attachment B. TLC shall submit the estimated additional services cost

for approval and authorization prior to proceeding with a design.

FEE

We propose to provide the above-described basic scope of services for a lump sum fee based on the following schedule:

Evaluation	\$ 3,450.00
Design	\$19,680.00
Construction Administration	\$ 4,960.00
Commissioning	\$14,700.00

Fees are inclusive of conventional reimbursable expenses. Conventional reimbursable expenses include routine travel, express mail, photography, and plotting for coordination and submittals as noted above. Nonconventional expenses including unanticipated travel or reproduction expenses to be reimbursable at 1.1 times direct cost.

Billing will be monthly, based upon percentage of services completed and reimbursable expenses. Payment is due within fifteen (15) days of receipt of payment from client.

If our proposal is acceptable, please remit appropriate CWA to confirm TLC's authorization to proceed. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received by your firm from the client.

We look forward to your favorable selection of TLC and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments.

Sincerely,

TLC Engineering Solutions, Inc.


Jim C. Mullen, PE, LEED AP
Principal


Gary C. Krueger, PE, CM, LEED AP BD+C
Vice President / Executive Director

Schenkel Shultz Architecture

By: _____

Print Name and Title _____

Date: _____

Attachments

ATTACHMENT A

INFORMATION TO BE FURNISHED BY THE ARCHITECT Professional Engineering Services Proposal

1. Copy of Owner-Architect Agreement.
2. Updated, CAD-generated pre-bordered base sheets, site plans, life safety plans, elevations, building sections, reflected ceiling plans and architectural floor plan backgrounds, complete with room names, numbers and rated or special wall construction, will be provided by the Architect during the course of the design (TLC standard is REVIT).
3. Room data sheets for each area, indicating equipment and furniture locations, quantity of each type of outlet, receptacle, special lighting and plumbing equipment, and connection for services as part of the TLC design.
4. Civil, site drawings and surveys, indicating all underground and overhead mechanical, plumbing and electrical site utilities, which may affect design.
5. Fire hydrant flow test data, performed at the hydrants required by the design (to be indicated by TLC).
6. Catalog cut sheets for Owner-furnished equipment and equipment requiring mechanical, plumbing or electrical connections. Cut sheets shall indicate all utility connection requirements, utility consumption and heat rejection, including information on any system with special clearance requirements.
7. Reliable existing construction design drawings. Extensive field verification of existing systems is not anticipated or included in proposed work scope.
8. Access control and CCTV device location will be provided by Architect.

ATTACHMENT B

ADDITIONAL SERVICES

Professional Engineering Services Proposal

1. AIA Document B101-2017 Edition – Standard Form of Agreement Between Owner and Architect, Article 3 and AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant, Article 5.
2. Collaboration for Revit (C4R or BIM360) or related cloud based applications are not included in TLC proposed scope. Any required C4R or BIM360 or related collaboration software requirements to be negotiated on an individual basis.
3. Construction site visits or attendance at design review meetings, as requested by the Owner or Architect, in excess of site visits per discipline as defined in our proposal.
4. Value Engineering meetings and subsequent engineering or design revisions to incorporate extensive accepted value engineering items, including changes to system design after construction documents have been completed.
5. Significant revisions to the program, design philosophy or Architectural plans after 100% Design Development approval, or to systems selected following schematic phase, and which result in redesign expenses.
6. Extensive phasing of project including development of multiple permitting packages.
7. Electrical Circuit Breaker Coordination Study.
8. Design of emergency power or generator systems.
9. Preparation of mechanical systems life cycle cost analysis.
10. Civil engineering, landscape design, and irrigation design services.
11. Document reproduction beyond those required for in-house coordination and submittals as outlined above.
12. MEP system Commissioning or FBC C408 Commissioning.
13. Design of currently unidentified specialty electrical systems, including but not limited to: low voltage systems, specialty lighting, CCTV security, audio/visual, video conference system, commercial and retail tenant's point of sale, telephone/data/video, paging/PA system and security, alarm/access control systems. (Design of empty conduit systems is included).
14. Design of site features and amenities outside of building footprint and not directly attached to the building.
15. Development of "as-built" or record drawings.
16. Detailed cost estimating services.



CITY OF PORT ORANGE NOTICE TO PROCEED

Issued By: Junos Reed, City Engineer
Engineering Department
1395 Dunlawton Avenue
Port Orange, FL 32129
Ph:(386) 506-5751
jwiggins@port-orange.org

Issued To: Schenkel & Shultz, Inc.
200 East Robinson Street
Suite 300
Orlando, FL 32801

PROJECT TITLE: Tash Authorization No 3 – Police Department HVAC Assessment

This **Notice to Proceed** issued to your company is for the above referenced project and in accordance with the Task Authorization No 3 under the Master Contract for Architectural Services, dated June 15, 2021, and all terms and conditions of the agreement between the City of Port Orange and **Schenkel & Shultz, Inc.** The **effective date** of this **Notice to Proceed** is **July 1, 2023**, with a **Final Completion** by **June 30, 2024**.

Please sign below acknowledging and agreeing to the contents of this Notice to Proceed and return a copy of this form to Julia Wiggins, Engineering Business Manager via email jwiggins@port-orange.org.

Project Manager: Junos Reed, City Engineer

All future correspondence or requests for changes to the contract must be addressed to the Construction Manager.

ISSUED BY:

Owner: City of Port Orange

This 1st day of June, 2023

By: [Signature]
Junos Reed

Title: City Engineer

ACCEPTANCE NOTICE:

Receipt of the foregoing Notice to Proceed is hereby acknowledged and agreed by:

Company: Schenkel & Shultz, Inc.

This 1st day of June, 2023

By: [Signature]
Gay Geiger

Title: Principal



CITY OF PORT ORANGE MASTER CONTRACT FOR ARCHITECTURAL SERVICES

This Master Contract for Architectural Services ("Contract") is entered into this 15 day of JUNE, 2021, 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 **SCHENKEL & SHULTZ, INC.**, a Florida corporation whose principal address is 200 East Robinson Street, Suite 300, Orlando, Florida 32801 ("Architect"). The City and Architect are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Architect hereby agrees to provide Public Utilities Field Operations Facility Architectural Services, and as further described in Request for Statement of Qualifications 20-03 ("RFSQ 20-03"). This Contract together with RFSQ 20-03, Addendum No. 1, and Addendum No. 2, 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 Architect. For convenience, Section 3, Scope of Services/Work and Requirements from RFSQ 20-03, is available in the Office of the City Clerk. Architect 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 become effective on the last date the Contract is signed by the Parties and shall continue for a period of Five (5) years ("Term").

Manner and Place: The work shall be performed 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: Architect acknowledges that time is of the essence in the completion of the services contemplated by this Contract, and shall complete all services within the timeline specified by this Contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services This Contract standing alone does not authorize the performance of any work or services to be provided by the Architect or require the City to place any orders for work or service. Authorization for performance of services by the Architect under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Architect. A sample Task Authorization is attached hereto as Exhibit "2."

a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by the City's

Contract Administrator. The obligations entered herein by both parties under this Contract and said Task Authorizations shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.

b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Architect to enter into a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.

3. City Obligations. In return for the services identified above, the City agrees to compensate the Architect at the pricing set forth in Task Authorizations; and reserves the right to utilize lump sum or hourly rate compensation, in amounts not to exceed the budget appropriation for each fiscal year. The fee shall be negotiated for each project Task Authorization to this Contract. The Architect shall submit a monthly statement for professional services rendered and expenses incurred to date of statement. Statements for lump sum shall be based upon Architect's estimate of the proportion of the total services actually completed at the time of billing to the total services performed. Such estimates are to be prepared by the Architect and accompanied by such supporting data, as may be required by the Contract Administrator. 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.

4. Contract Administration. The Public Works and Utilities Director, Lynn Stevens, 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 Architect. For notice provisions, see the paragraph below entitled "Notice." The work shall be under the direction of the authorized Contract Administrator who shall have the final decision authority for all phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Architect shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Architect's negligent performance of the services furnished under this Contract.

5. Responsibility of the Architect. The Architect shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Architect under this Contract. The Architect shall without additional cost or fee to the City, correct or revise any errors or deficiencies in their performance.

6. Reuse of Documents. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other architect's work produced in the performance of this Contract, or in contemplation thereof, and all as-built drawings produced after completion of work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Architect pursuant to this Contract are instruments of service in respect to the project Task Authorization. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Architect for the specific purpose intended will be at City's risk. Any such verification or adaptation will entitle the Architect to further compensation at rates to be agreed upon by the City and Architect. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Architect.

7. Expert Witness. The Architect shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Architects shall be negotiated at the time the Architect is called as an expert.

8. Subcontractors or Sub-Subcontractors

(a) Any subcontractors and outside associates or consultants required by the Architect in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Architect shall save and hold the City harmless from any and all claims or actions by Architect's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor or Sub-subcontractor claims to be owed by Architect for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors or Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Architect to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Architect shall be fully responsible for all negligent acts and omissions of its Subcontractors and Sub-subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Architect on account of specific work done in accordance with the schedule of values.

(e) The Architect shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Architect.

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

10. 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 Architect, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Architect 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 Architect as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Architect 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 Architect shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Architect by reason of termination under this clause, the Finance Director shall pay the Architect 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 Architect is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Architect may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

11. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Architect 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 Architect from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

12. 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 Architect, 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.

13. Architect's Records. The design, permits and all other records prepared by the Architect, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Architect shall be retained by the Architect for the requisite time set forth in Florida Administrative Code Rule 1 B-24 <http://dos.myflorida.com/library-archives/records-management/>. Architect may dispose of the records in accordance

with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Architect agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney. The Architect's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

14. Examination of Records

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

(b) The Architect 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 final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Architect 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.

15. Public Records Compliance. Architect 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 Architect does not transfer the records to the City.

(d) Upon completion of the Contract, Architect shall transfer to the City, at no cost, all public records in possession of the Architect 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 Architect does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Architect may be subject to penalties under Section 119.0701, Florida Statutes.

ARCHITECT QUESTIONS RELATING TO ARCHITECT'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.

16. 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 Architect. 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.

17. Insurance. Architect shall maintain insurance, as required herein, during the life of this Contract. Architect 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 Architect shall be primary and non-contributory. All insurance coverages of the Architect shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Architect'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. Architect may use leased employees if the Architect 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 Architect 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. Architect 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.

Architect 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 Architect is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Architect to ensure the subcontractors maintain the required coverage, shall not relieve the Architect 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 Architect 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 Architect 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.

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation The Architect 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 Architect using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<u>Contract Amount</u> Up to \$10 million <u>Limits</u> 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 Architect 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	
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 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	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ To be determined.	
☐	Architect Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☒	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 \$100,000.00.		



Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.

18. 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.

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

20. 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 Architect's cost of, or time required for the performance of the work hereunder, Architect shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Architect, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Architect 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.

21. 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.

22. Liability for Loss or Damage. Architect shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Architect, 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, to the extent caused by negligent performance of the Contract by Architect, his/its agents, servants and employees. Architect shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

23. Non-discrimination. During the performance of this Contract, Architect agrees as follows:

(a) Architect 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 Architect. Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-

discrimination clause. Architect agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Architect shall state in all solicitations or advertisements for employees placed by or on behalf of Architect that Architect 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. Architect 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.

24. E-Verify. Architect 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 Architect on or after the effective date of this Contract and thereafter during the remaining term of this Contract, including all subcontractors. Any subcontract entered into by Architect with any subcontractor performing work under this Contract shall include the following language: "The Sub-Architect 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 Architect on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The Architect covenants and agrees that if it is found in violation of this section of the Executive Order, such violation shall be a material breach of this Contract and Architect shall indemnify, defend and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City.

25. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Architect, 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.

26. 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.

27. 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.**

28. 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.

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: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

Architect: Schenkel & Shultz, Inc.
Attention: Daniel C. Laggan, President
200 East Robinson Street
Suite 300
Orlando, Florida 32801
(407) 872-3322 – Telephone
(407) 872-3303 – Facsimile
lohrum@schenkelshultz.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement 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. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

32. Waiver of Breach and Materiality Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

33. 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 Architect and the City until the City signs this Agreement.

34. 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 Page Intentionally Left Blank]

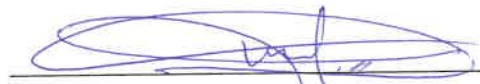
Witnesses:



Printed

Name:

JOHN G. PORTER



Printed

Name:

Jesus Maldonado

SCHENKEL & SHULTZ, INC.

By:


Daniel C. Laggan, President

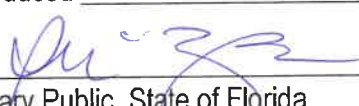
If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date:

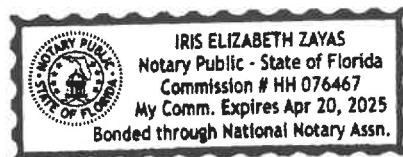
June 1, 2021

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of June, 2021, by Daniel C. Laggan, as President of Schenkel & Shultz, Inc., a Florida corporation. He is ☒ personally known or ☐ produced _____ as identification.


Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

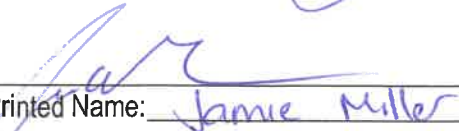


Witnesses:

CITY OF PORT ORANGE


Printed Name: Matt Jones

By: 
Donald O. Burnette, Mayor

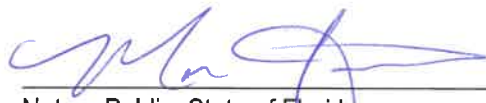

Printed Name: Jamie Miller

Date: 6/15/2021

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of June, 2021, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ☒ personally known or ☐ produced as identification.



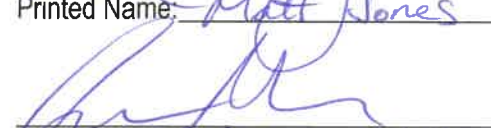

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:


Printed Name: Matt Jones

By: 
Robin L. Fenwick, MMC, City Clerk

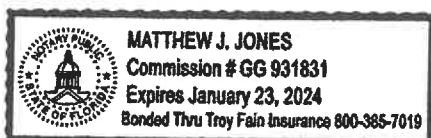

Printed Name: Jamie Miller

Date: 6/15/2021

STATE OF FLORIDA
COUNTY OF VOLUSIA



The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 15th day of June, 2021, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ☒ personally known or ☐ produced as identification.




Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

EXHIBIT “1”

RFSQ 20-03 Scope of Services, Addendum No. 1
and Addendum No. 2

Consisting of 9 Pages

SECTION 3 – SCOPE OF SERVICES/WORK AND REQUIREMENTS

Introduction:

The City of Port Orange Public Works & Utilities requests statements of qualifications from architectural firms for the design of a new Public Utilities Operations Facility. The facility will be located on an eight (8)-acre site which will include office space, meeting space, warehouse space, indoor and outdoor equipment storage areas. Site improvements will include stormwater collection and management along with utilities site grading and other necessary site improvements. The current site is unimproved.

Scope:

The Public Utilities Field Operations Facility scope of services shall consist of, but not be limited to, the following:

- Facility offices for employees, warehouse, and equipment storage needs
- Building(s) design
- Site design
- Permitting
- Construction phase services
- As-built preparation and certification

Qualifications/Certifications:

The preferred firm will have a current Professional Registration Certificate from the appropriate governing board. The firm must be properly registered at the time of submittal to practice their profession in the State of Florida. The preferred firm shall provide professional certifications of staff such as Licensed Architect, Professional Engineer (P.E) and other relevant professional titles/accomplishments related to the proposed project.

Evaluation Method:

The City will appoint a committee consisting of department staff to evaluate the proposals and to make recommendation to the City Council. The City will be the sole judge of its own best interests, the proposals, and the resulting contract. The City's decisions will be final. Award will be made to the proposal, which presents the best value to the City based on the entire evaluation process and all the information gathered. The City may require the short-listed firm(s) to do an oral presentation or have discussions by proposed team relative to their specific experience on similar projects. Although each member of the evaluation committee independently examines the proposals prior to the meeting, the short-listing or selection of the firm(s) is determined by the consensus of the committee.

Evaluation Criteria:

In determining a firm's qualifications, the following criteria will be considered based on qualifications, experience and project approach:

- Company profile including size, location(s), and primary area of professional focus;
- Credentials, qualifications and years' experience of the staff for both the prime and sub consultants and key personnel as presented by resumes, education, and training;
- Number of years prime and sub consultants worked together;
- Professional license, certifications, titles, resumes, and accomplishments of staff designated to this project;
- Location of office facilities and staff whom will be assigned to this project.

- Experience designated project staff has in providing similar projects;
- Overall project approach to support the needs and objectives of the project;
- Documentation that the firm can perform the contract and provide the service within budget and scheduling requirements;
- Quality, availability and adaptability of the contractual services to the particular use required;
- Sufficiency of the financial resources and ability of the firm to perform the contract or provide the services;
- Previous and existing compliance by the firm with laws and ordinance relating to contracts or services;
- The number of professional staff, education, and years' experience in public facilities design including support staff such as GIS specialists, surveyors, CADD Techs, Construction Inspectors (CEI), etc.;
- Documented projects (with at least 3 references) which demonstrate proficiency and experience in projects of a similar nature in scope and complexity to the proposed project;
- Quality of performance on previous contracts or services with similar scope

[End of Scope of Work - Remainder of this page left intentionally blank]



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. # 1

August 7, 2020

RFSQ #20-03 PUBLIC UTILITIES FIELD OPERATIONS FACILITY ARCHITECTURAL SERVICES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated July 23, 2020 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 bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

N/A

B. CHANGES TO SPECIFICATIONS:

N/A

C. QUESTIONS AND ANSWERS:

Question 1: Will the pre-proposal conference be available for virtual participation/televised?

Answer: No, there will not be a virtual attendance or call in option for the pre-proposal conference. The pre-proposal conference is non-mandatory, and all questions asked at the conference will appear on Addendum #1. We will also have the audio to the pre-proposal conference available upon request.

Question 2: Will you please clarify how location will affect the point scale under the evaluation criteria? Is location a part of "able to meet City's needs" (page 40)?

Answer: There is no specific formula for how location will affect the point scale under the evaluation criteria and no specific instruction is given to the Evaluation Committee as to how location should affect the point scale. The location of a submitting firms office(s) is primarily used for reference and is not considered a major factor in the five (5) points available under that section of the evaluation criteria.

Question 3: The RFSQ states on page 3 "one (1) original and one (1) identical digital (CD or flash drive) version in PDF format" and then on page 37 it requests "provide one (1) original, six (6) identical copies and one (1) identical digital version in PDF format on CD or USB flash/thumb drive". Can you please confirm the number of submittals that the City is requiring?

Answer: Please provide one (1) original and one (1) identical digital (CD or flash drive) version in PDF format as stated on Page 3. The requested number of submittals found on Page 37 is outdated and is no longer applicable.

Question 4: Has it been determined if the construction portion will be advertised as an ITB for a lump sum bid or an RFQ for Construction Management at Risk Services?

Answer: The subsequent solicitation will be advertised as an ITB for the construction of the Public Utilities Field Operations Facility.

Question 5: Will the Sign-In Sheet be available?

Answer: Yes, the Sign-In Sheet is available on DemandStar and the City of Port Orange website as of 8/6/2020.

Question 6: Can you please discuss the scope of the project and what is anticipated to be included?

Answer: The general scope as it is outlined in the solicitation is for Architectural Services to design, permit, and provide bidding assistance for a brand-new Field Operations Facility located on a designated property that is owned by the City of Port Orange. The zoning is appropriate so there will be no zoning issues. A decent amount of civil work will be required. The facility will be an all-inclusive facility that includes office space, storage space (enclosed and open storage), and other civil work such as a potential Vac Truck Pump-out pit connected to the sanitary system.

Question 7: What is the approximate budget of the project?

Answer: The approximate budget for Construction is \$3,000,000.00. At the end of the design, the City of Port Orange expects a full estimate of the Construction costs.

Question 8: Can you clarify which tab of Section 7 will be for the required forms?

Answer: The required forms are their own separate section of the solicitation, which is Section 9 on Page 44. They are not under any tabs for Section 7. Tab E of Section 7 is not to be confused with Section 9's *Form 9.8 – Professional References for Previous Experience*. Additionally, the selection committee does not see the required forms as that is under the purview of the Purchasing Division when opening the received proposals.

Question 9: Will "Due Diligence" (Geotechnical and Environmental) be included in this RFSQ?

Answer: Yes.

Question 10: Can you confirm which tab that you will want a proposer's project experience/project sheet to be listed?

Answer: Please list project experience/project sheet under Tab E - Documented Projects (with at least 3 references) which Demonstrate Proficiency and Experience in Projects of a Similar Nature in Scope and Complexity to the Proposed Project.

Question 11: Is Geotech and Surveying apart of the Architectural team?

Answer: The City of Port Orange will not be supplying Geotech or Surveying. Geotech and Surveying will be provided by a proposer's subconsultant.

Question 12: Will a firm be selected from their written documentation? Will there be a shortlist or presentation?

Answer: The City of Port Orange has the right to select a firm in how it sees fit—either by a firm’s written documentation if the Selection Committee sees them as “head and shoulders” above the other firm’s proposals or by a shortlist and subsequent presentation if the Selection Committee deems multiple firms to be close with their submitted proposals. Language on this topic can be found in the RFSQ on pages 42 and 43 under “EVALUATION PROCEDURE”.

Michael Hall

Buyer

mhall@port-orange.org

In all other respects, except as specifically stated herein, the subject RFSQ #20-03 PUBLIC UTILITIES FIELD OPERATIONS FACILITY ARCHITECTURAL SERVICES remains unchanged.

END OF ADDENDUM NO. #1



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. #2

August 14, 2020

RFSQ #20-03 PUBLIC UTILITIES FIELD OPERATIONS FACILITY ARCHITECTURAL SERVICES

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated July 23, 2020 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 bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

N/A

B. CHANGES TO SPECIFICATIONS:

N/A

C. QUESTIONS AND ANSWERS:

Question 1: Will the pre-proposal conference be available for virtual participation/televised?

Answer: No, there will not be a virtual attendance or call in option for the pre-proposal conference. The pre-proposal conference is non-mandatory, and all questions asked at the conference will appear on Addendum #1. We will also have the audio to the pre-proposal conference available upon request.

Question 2: Will you please clarify how location will affect the point scale under the evaluation criteria? Is location a part of "able to meet City's needs" (page 40)?

Answer: There is no specific formula for how location will affect the point scale under the evaluation criteria and no specific instruction is given to the Evaluation Committee as to how location should affect the point scale. The location of a submitting firms office(s) is primarily used for reference and is not considered a major factor in the five (5) points available under that section of the evaluation criteria.

Question 3: The RFSQ states on page 3 "one (1) original and one (1) identical digital (CD or flash drive) version in PDF format" and then on page 37 it requests "provide one (1) original, six (6) identical copies and one (1) identical digital version in PDF format on CD or USB flash/thumb drive". Can you please confirm the number of submittals that the City is requiring?

Answer: Please provide one (1) original and one (1) identical digital (CD or flash drive) version in PDF format as stated on Page 3. The requested number of submittals found on Page 37 is outdated and is no longer applicable.

Question 4: Has it been determined if the construction portion will be advertised as an ITB for a lump sum bid or an RFQ for Construction Management at Risk Services?

Answer: The subsequent solicitation will be advertised as an ITB for the construction of the Public Utilities Field Operations Facility.

Question 5: Will the Sign-In Sheet be available?

Answer: Yes, the Sign-In Sheet is available on DemandStar and the City of Port Orange website as of 8/6/2020.

Question 6: Can you please discuss the scope of the project and what is anticipated to be included?

Answer: The general scope as it is outlined in the solicitation is for Architectural Services to design, permit, and provide bidding assistance for a brand-new Field Operations Facility located on a designated property that is owned by the City of Port Orange. The zoning is appropriate so there will be no zoning issues. A decent amount of civil work will be required. The facility will be an all-inclusive facility that includes office space, storage space (enclosed and open storage), and other civil work such as a potential Vac Truck Pump-out pit connected to the sanitary system.

Question 7: What is the approximate budget of the project?

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Question 8: Can you clarify which tab of Section 7 will be for the required forms?

Answer: The required forms are their own separate section of the solicitation, which is Section 9 on Page 44. They are not under any tabs for Section 7. Tab E of Section 7 is not to be confused with Section 9's *Form 9.8 – Professional References for Previous Experience*. Additionally, the selection committee does not see the required forms as that is under the purview of the Purchasing Division when opening the received proposals.

Question 9: Will "Due Diligence" (Geotechnical and Environmental) be included in this RFSQ?

Answer: Yes.

Question 10: Can you confirm which tab that you will want a proposer's project experience/project sheet to be listed?

Answer: Please list project experience/project sheet under Tab E - Documented Projects (with at least 3 references) which Demonstrate Proficiency and Experience in Projects of a Similar Nature in Scope and Complexity to the Proposed Project.

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Answer: The City of Port Orange will not be supplying Geotech or Surveying. Geotech and Surveying will be provided by a proposer's subconsultant.

Question 12: Will a firm be selected from their written documentation? Will there be a shortlist or presentation?

Answer: The City of Port Orange has the right to select a firm in how it sees fit—either by a firm’s written documentation if the Selection Committee sees them as “head and shoulders” above the other firm’s proposals or by a shortlist and subsequent presentation if the Selection Committee deems multiple firms to be close with their submitted proposals. Language on this topic can be found in the RFSQ on pages 42 and 43 under “EVALUATION PROCEDURE”.

Question 13: Can you share the parcel number or address for the site?

Answer: The Parcel Number for the Public Utilities Field Operations Facility site is PID: 630600000062.

Michael Hall
Buyer
mhall@port-orange.org

In all other respects, except as specifically stated herein, the subject RFSQ #20-03 PUBLIC UTILITIES FIELD OPERATIONS FACILITY ARCHITECTURAL SERVICES remains unchanged.

END OF ADDENDUM NO. #2

EXHIBIT “2”

RFSQ 20-03 SAMPLE TASK AUTHORIZATION

Consisting of 4 Pages

TASK AUTHORIZATION NO. _____
Master Contract for Architectural Services dated _____
Between the City of Port Orange, Florida and Schenkel & Shultz, 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 **SCHENKEL & SHULTZ, INC.**, a Florida corporation with its principal place of business at 200 East Robinson Street, Suite 300, Orlando, Florida 32801 ("Architect"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Architectural Services as dated above, 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. In addition to all other terms and conditions contained in the Contract, Architect shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Architect shall complete the services to be provided herein within _____ days of a written Notice to Proceed issued by the City, to the Architect.
4. In return for the services identified above, the City agrees to compensate Architect at the prices set forth in Exhibit "_____" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$_____. 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.
5. Truth-in-Negotiations
 - (a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - (b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has

disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

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 Architect 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.

[Remainder of page intentionally left blank]

Witnesses:

SCHENKEL & SHULTZ, INC.

Printed Name: _____ By: _____
Daniel C. Laggan, President
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.

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Wayne Clark, City Manager OR
Donald O. Burnette, Mayor

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

[CA 7525]



SCHE&SH-01

JNGUYEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2023

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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com
	INSURER(S) AFFORDING COVERAGE INSURER A : National Fire Insurance Company of Hartford A(XV) INSURER B : Continental Casualty Company (CNA) A, XV INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Schenkel & Shultz, Inc. 200 East Robinson Street Suite 300 Orlando, FL 32801	NAIC # 20478 20443

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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			7036672473	3/22/2023	3/22/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			7036672456	3/22/2023	3/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			7036672487	3/22/2023	3/22/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	7036672473	3/22/2023	3/22/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab.			AEH288393689	3/22/2023	3/22/2024	Per Claim/Aggregate
B	Professional Liab.			AEH288393689	3/22/2023	3/22/2024	Deductible 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Public Utilities Field Operations Facility

City of Port Orange is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Auto Liability and Umbrella Liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. Workers Compensation policy includes a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Port Orange 1000 City Center Circle Port Orange, FL 32129	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
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CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 1/9/2024

SUBJECT: (C13) Adoption of Port Orange City Council Local Rules of Procedure for 2024

DEPARTMENT: City Clerk

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the Local Rules of Procedure for 2024 as presented.

SUMMARY: As indicated in the Local Rules of Procedure, Council shall review the Local Rules and make any necessary changes in January of each year, or as soon as possible thereafter. There are no changes recommended by Staff.

Attached is a copy of the Port Orange City Council Local Rules of Procedure approved by City Council on March 21, 2023.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	City Council Local Rules of Procedure - 2023 Approved	City Council Local Rules of Procedure.pdf
2.	2024 POCC Rules of Procedure Rev. 12-28-23 - CLEAN	2024 POCC Rules of Procedure Rev. 12-28-23 - CLEAN.docx

Tracee Cody
Robin Fenwick
Wayne Clark
Tracee Cody

Created/Initiated - 12/18/2023
Approved - 12/21/2023
Approved - 12/28/2023
Final Approval - 12/29/2023



CITY OF PORT ORANGE

CITY CLERK'S OFFICE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE (386) 506-5563

PORT ORANGE CITY COUNCIL LOCAL RULES OF PROCEDURE

I. GENERAL PARLIAMENTARY RULES.

The general parliamentary procedure to be followed by the City Council of the City of Port Orange, Florida, except as otherwise modified by the City Council or as modified or amended herein, shall be in accordance with the most current edition of Robert's Rules of Order, Newly Revised.

II. PRESIDING OFFICER AND DUTIES.

- A. The Mayor, if present, shall preside at all meetings of the Council. In the absence of the Mayor, the Vice Mayor shall preside.
- B. The meetings of the Council shall be called to order, recessed and adjourned by the presiding officer.
- C. The presiding officer shall preserve order and enforce the rules of decorum and conduct set forth herein.
- D. The presiding officer shall determine all points of order, subject to the right of any Councilmember to appeal to the Council. If any appeal is taken, the question shall be, "Shall the decision of the presiding officer be sustained?" A majority of the Council sitting and eligible to vote is required to reverse the ruling of the presiding officer.
- E. The presiding officer may call another Councilmember to temporarily chair the meeting to make a motion, or to cover a temporary absence, such substitution is not to continue beyond adjournment.

III. LOCAL RULES.

- A. The following Local Rules of Procedure ("Local Rules") shall be applicable to the organization and conduct of business, as well as preparation and publication of agendas, of the City Council of the City of Port Orange, Florida. To the extent these Local Rules shall modify or conflict with the standard "Robert's Rules of Order" as adopted above, these Local Rules shall prevail to the extent of their conflict or inconsistency with "Robert's Rules of Order". The approval of these Local Rules shall take place at the first meeting held in January of each year, or as soon as possible thereafter.

- 1. Regular meetings of the City Council shall typically be held on the first and third Tuesdays of each month, with exceptions due to holidays and Port Orange municipal election dates, at 6:30 p.m. These meeting dates and times are subject to change as determined necessary by the City Council or to comply with the City's Charter. There shall be no regular City Council meeting on the date of a Port Orange municipal election.

A meeting that would otherwise have been scheduled for such date shall be held on the Wednesday immediately following the election at 6:30 p.m.

2. Workshops of the City Council shall be held as needed on the fourth Tuesday of each month at such time and place as set by Council or the City Manager. Every effort will be made to avoid the scheduling of workshops in the months of November and December. Workshops may also be scheduled at other times as determined necessary by the City Council or the City Manager.
3. All regular City Council meetings shall be held in the City Council Chambers at City Hall unless otherwise designated by the City Council. All City Council workshops will typically be held in the Second Floor Conference Room, Lakeside Community Center, the Adult Activity Center, or the Council Chambers at City Hall, as determined by the City Manager.
4. There may also be special meetings or workshops at such other times designated in advance by the City Council for the purposes of holding joint meetings with City boards, commissions, etc., to include receiving annual reports and presentations from the City's boards, committees, agencies and authorities, or for such other purposes as may be deemed necessary or desirable by the City Council.
5. Special meetings shall be called at the request of the Mayor or any two Councilmembers in accordance with the provisions of the City Charter and the Code of Ordinances.
6. Ex Parte Communication and Quasi-Judicial Proceedings shall be governed by City Council Resolution No. 00-65. At a minimum, all parties to a Quasi-Judicial Proceeding shall be entitled to the following:
 - a. An opportunity to call and examine witnesses, who shall be sworn;
 - b. An opportunity to introduce evidence;
 - c. An opportunity to cross examine witnesses; and
 - d. An opportunity to rebut evidence.
7. To the extent compatible with the conduct of business, all workshops shall be held on an informal basis. The applicability of the City's general rules shall not be strictly applied. Presentations made at workshop meetings shall be limited to twenty (20) minutes, unless the Council, by consensus, agrees to extend the time.
8. The City Manager shall be responsible for the organization and placement of items on the City Council Agenda; however, the Agenda and Agenda packets shall be prepared by the City Clerk. If the Council or any of its members wish to place an item on an agenda, any such request or inquiry shall be directed to the City Manager's office for disposition as opposed to any Councilmember contacting any City officer or employee who is subject to the direction and supervision of the City Manager.

9. With regard to the agenda for regular City Council meetings, the following shall apply:
 - a. To the extent possible, the City Administration shall group all matters by subject area and shall place as many items as possible on the consent portion of the agenda. Those items of a controversial nature or those that need an explanation will not be placed on the Consent Agenda.
 - b. The Consent Agenda shall be considered by Council only after the public has had an opportunity to comment on the items included. Should Council need further discussion to occur on a Consent Agenda Item, he/she may motion for the item to be pulled and discussed separately. Those items pulled will be discussed immediately following the Consent Agenda approval.
 - c. The agenda format shall generally be as follows: Call to Order; Invocation; Pledge of Allegiance; Roll Call; Recognition and Proclamations; Consent Agenda (to include Public Comments on Consent Agenda Items and Agenda Approval); Public Participation (Agenda); Public Participation (Non-Agenda); Council Comments; Special Reports; Board Appointments, Interviews, and Reports; Tabled Items; Public Hearings (to include second readings of ordinances); Regular Agenda, (to include first readings of ordinances); Additional Items from the City Attorney and the City Manager; and Council Committee reports. The agenda format is subject to change at the discretion of the City Manager or upon consensus of Council.
 - d. Any items received during the public participation (non-agenda) portion of the agenda may, at the discretion of the Council, be discussed by the City Council at the time of such presentation, may be directed to the City Manager for action or resolution by the Council or may be added to a subsequent meeting or workshop agenda if a member of the City Council so specifically requests.
 - e. Votes taken on ordinances and resolutions shall be by roll call and shall be recorded by the City Clerk. All roll call votes shall be in the order of District with District 1 voting first, District 2 voting second, and so on, with the Vice Mayor always voting fourth and the Mayor voting last.
 - f. Once a motion has been made, seconded, and voted upon, it is final, except that the Council may reconsider that matter at the same meeting at which the motion was voted upon or the immediate subsequent meeting. If reconsideration is requested for an immediate subsequent meeting, the Councilmember requesting reconsideration shall notify the City Clerk in advance of the meeting at which the reconsideration will take place and provide the reasons for requesting reconsideration to allow the City Clerk to include the request as part of the meeting agenda and properly notice the item to be reconsidered. The City Clerk shall consult with the City Attorney's Office to determine the sufficiency of notice to

interested parties. To reconsider a final vote of the City Council, a motion to reconsider shall be made by a member of the Council that voted on the prevailing side. The City Council shall establish for the public record the reasons that a reconsideration of the final vote was warranted.

- g. A motion made by a Councilmember to approve an item on the agenda or the consent agenda by reference to the agenda item number and/or the title of the agenda item shall automatically incorporate staff's recommended motion (as set forth in the agenda packet) unless a clear indication to the contrary is made on the record.
10. The City Council of the City of Port Orange is committed to maintaining civility in public and political discourse and encourages the public to do the same. To promote civil discourse and avoid a confrontational atmosphere, all comments by members of the Council, advisory board members, and/or the public should:
- a. Respect the right of all citizens in our community to hold different opinions;
 - b. Avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours;
 - c. Strive to understand differing perspectives;
 - d. Be truthful, not accusatory, and avoid distortion; and
 - e. Avoid violence, prejudice, and incivility towards citizens, employees, and officials of the City of Port Orange.
11. Cell phone ringers shall be disabled while a meeting or workshop is in progress.

IV. PUBLIC PARTICIPATION.

- A. The City of Port Orange recognizes the statutorily created right of the public to be heard on propositions in front of City Council as set forth in Section 286.0114, Florida Statutes, and is committed to democratic, participatory local government. The following rules, guidelines, and procedures are intended to promote orderly conduct and defined methods for participation. The presiding officer shall have the authority to enforce these rules and may request the removal of any individual who has been warned of and persists with prohibited conduct.

1. General Rule

- a. Members of the public shall be given a reasonable opportunity to be heard on a proposition before City Council, subject to the rules, guidelines, and procedures set forth herein. The opportunity to be heard need not occur at the same meeting at which City Council takes official action on the proposition if the opportunity occurs at a meeting that is during the decision-making process and is within reasonable

proximity in time before the meeting at which City Council takes the official action.

b. Public participation is not required under the following circumstances:

- i. An official act must be taken to deal with an emergency situation affecting the public health, welfare, or safety, and public participation would cause an unreasonable delay in the ability of the City Council to act;
- ii. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- iii. A meeting that is exempt from s. 286.011, Florida Statutes; or
- iv. A meeting during which the board or commission is acting in a quasi-judicial capacity, unless otherwise provided by law.

2. Meeting Decorum and Conduct

- a. Individuals may only make comments from the podium, or such other reasonable accommodation, after being recognized by the presiding officer.
- b. Prior to commenting, individuals are required to clearly state their name and city of residence for the record in order to preserve an accurate public record reflected in the meeting minutes for future reference.
- c. All comments shall be directed to the presiding officer and shall not contain profane, aggressive or threatening language, or personal verbal attacks.
- d. Repetitive, redundant, or immaterial presentations or requests may be limited, and shall not resume unless authorized by a majority vote of the City Council.
- e. Comments shall be limited to the allotted times set forth herein, but additional comments may be submitted in writing to supplement and fully address any issue. The presiding officer shall have the discretion to provide additional time for a representative who can produce supporting documentation or evidence that he or she is authorized to speak on behalf of a group or faction comprised of five or more members of the public.
- f. Individuals attending a City Council meeting may choose to either hold a sign or place a sign along the rear wall of Council Chambers. Signs shall not be placed or held in any manner which obstructs the view of other audience members or obstructs access to or from Council Chambers. Signs shall not be waived or lighted in any manner that causes distraction to the Councilmembers or members of the

audience during a City Council meeting or workshop. Signs shall not be affixed to the walls or other surfaces within the meeting room.

3. Procedures and Guidelines for Public Participation

a. Public Participation – Non-Agenda

- i. The City Council allocates 20 minutes at each regularly scheduled City Council Meeting for members of the public who wish to appear before the City Council to make a request, voice a complaint or concern, express an opinion, or give recognition. Council may extend the allocated time by the majority vote of the Council.
- ii. Members of the public who wish to be heard shall complete a public participation form and provide the completed form to the City Clerk prior to the beginning of the meeting. Public participation forms shall be made available outside Council Chambers one hour prior to the meeting and in the City Clerk's Office during regular business hours. The City Clerk shall present all completed forms to the presiding officer prior to the beginning of the meeting.
- iii. The presiding officer shall divide the time allocated equally between all who have signed up to speak. Each individual shall be afforded no more than three minutes to speak unless such time is extended by a majority vote of City Council.
- iv. If an item brought forward under Public Participation – Non-Agenda requires a longer presentation by the presenter or will require staff research of materials, the item may be scheduled for a future City Council Meeting under Public Participation – Agenda if a member of City Council so specifically requests.

b. Public Participation – Agenda

- i. The City Council shall reserve a section of the agenda dedicated to hearing Public Participation items requiring more than three minutes to fully address.
- ii. Members of the public who wish to have their discussion item placed on the agenda shall file the request with the City Clerk at least three weeks in advance of the Council Meeting at which the item is to be heard. The request shall include the nature of the discussion and any supporting information to be considered.
- iii. The City Clerk shall forward a copy of the request and supporting information to the appropriate City Department(s) so that research may be conducted, and information may be provided by staff as part of the agenda item to assist City Council in making a decision.

- iv. Requests shall be forwarded to the appropriate City Advisory Board or Commission for recommendations to the City Council prior to placement on an agenda, when applicable.
 - v. Public Participation Agenda Items shall be considered in the following format:
 - 1. Presentation by requestor
 - 2. Questions of the requestor by City Council
 - 3. Presentation by City staff, if necessary
 - 4. Questions of City staff by City Council
 - 5. Public comments, if any action is to be taken by City Council
 - 6. Take action or provide direction, if necessary
 - vi. The requestor and City staff shall each be given 10 minutes to address the agenda item, unless extended by the majority vote of Council. Presentations shall be clear, concise, and to the point. Presentation materials shall be provided to the City Clerk at least 48 hours prior to the meeting date. The City Clerk will upload the presentation materials to the computer in Council Chambers. If action is to be taken by City Council, the public shall be afforded no more than three minutes each to speak.
- c. Public Hearings, Regular Agenda, and Consent Agenda Items
- i. Members of the public shall be given an opportunity to be heard on public hearing items and regular agenda items once the applicant has completed his or her presentation, the City Staff has completed its presentation on the issue, and interested parties, if any, have completed their presentation; and before a decision has been made by City Council.
 - ii. Members of the public who wish to be heard on a particular item listed on the agenda may choose to complete a public participation form and turn-in the completed form to the City Clerk in advance of the meeting or raise a hand and wait to be called-on when the presiding officer opens the floor to comments from the public.
 - iii. Applicant(s) and City Staff shall have as much time as necessary to make their presentation before the City Council. Each member of the public shall have no more than three minutes to be heard once recognized by the presiding officer.
- d. Submission of Petitions
- i. Petitions may be presented to Council during public participation at a meeting or by mailing or hand-delivering to the City Clerk.
 - ii. If the petition is presented at a meeting, the presenter shall present the petition to the presiding officer through the City Clerk along

petition shall provide the reason for the petition. Upon receipt of the petition, the City Clerk shall place the item on the agenda with a copy of the petition for the next available meeting for discussion.

V. OPENING INVOCATION

A. It shall be the policy of the City Council that the procedures stated in this rule concerning opening invocation shall govern all official meetings of the City Council and that the members of the City Council and City staff shall adhere to these rules. These policies and procedures are not intended, shall not be implemented, and shall not be construed in any way to affiliate the City Council or the City with, nor express a preference for or against any faith, belief, opinion, religion, or denomination. Rather, these policies and procedures are intended to acknowledge and express the City Council respect for the diversity of religious denominations and faiths represented and practiced among the citizens of the City.

1. After the Call to Order of all official meetings of the City Council an Opening Invocation as described herein shall occur. The opening invocation will occur and be completed during the opening, ceremonial portion of the City Council meeting and shall in no event occur, or be construed to occur, during the policymaking or legislative portions of the City Council meeting. If the selected speaker is absent or a selection cannot be made for any reason, the invocation will consist of a brief moment of silence.
2. The opening invocation will be performed by a local volunteer selected in accordance with these rules. The local volunteer selected for leading the opening invocation shall be selected from a wide pool of local clergy as specified below, and he/she shall in no event receive compensation from the City for his/her participation or services. To ensure that such person is selected from among a wide pool of local clergy, on a rotating basis, the invocation speaker shall be selected according to the following procedure:
 - a. The City Clerk or his/her designee shall compile and maintain a database of the religious congregations with an established presence within the jurisdictional limits of the City of Port Orange and Volusia County.
 - b. The Congregation List shall be compiled by referencing the listings for "churches," "congregations," or other similar religious assemblies located within the jurisdictional limits of the City and Volusia County in the annual Yellow Pages telephone book(s) published for the City and Volusia County, research from the Internet, and/or consultation with local chambers of commerce. All religious congregations with an established presence within the jurisdictional limits of the City and Volusia County are eligible to be, and shall be, included in the Congregation List. Any such congregation, entity, organization, or individual within the jurisdictional limits of the City and Volusia County not otherwise identified for participating may request

inclusion on the Congregation List by written communication directed to the City Clerk that references the opening invocation. This policy is intended to be and shall be applied in a way that is all-inclusive of every diverse religious congregation within the jurisdictional limits of the City and Volusia County. The Congregation List is compiled and used for purposes of logistics, efficiency, and equal opportunity for all religious leaders within the jurisdictional limits of the City and Volusia County to choose whether to respond to the City Council's Invitation and participate. The City Clerk or his/her designee may not inquire into the faith, denomination, or other religious belief of the congregation before adding it to the Congregation List.

- c. The Congregation List shall also include the name and contact information of any religious congregation located outside the City and Volusia County, if such religious congregation is attended by a resident or residents of the City or Volusia County, and such resident requests the inclusion of said religious congregation by specific written communication to the City Clerk.
 - d. The Congregation List shall also include the name and contact information of any chaplain who may serve one or more of the fire departments or law enforcement agencies of the City and Volusia County.
 - e. The Congregations List shall be updated, by reasonable efforts of the City Clerk or his/her designee, on or about the month of July of each calendar year.
3. Within thirty (30) days of the effective date of this policy, and on or about May 1 of each calendar year thereafter, the City Clerk or his/her designee shall mail or email an invitation addressed to the religious leader, chaplain, minister, rabbi or similar, or other contact person of each congregation listed on the Congregations List. The invitation will comport with substantially the following form:

Dear Sir or Madam:

The City of Port Orange City Council makes it a policy to invite members of the clergy and other religious leaders having an established presence within the jurisdictional limits of the City of Port Orange and Volusia County to voluntarily offer an invocation before the beginning of its meetings for the benefit and blessing of the City Council. As the leader of one of the religious congregations with an established presence within the jurisdictional limits of the City and Volusia County, you are invited to offer this important service at an upcoming meeting of the City Council.

If you are willing to assist the City Council in this regard, please send a written reply at your earliest convenience to the City Clerk at the address included on this letterhead or via email at cityclerk@port-orange.org. Invocation speakers are scheduled

on a first-come, first-serve basis. The dates of the City Council's scheduled meetings for the upcoming year are included below. If you have a preference among the date, please state that request in your written reply.

This opportunity is voluntary, and you are free to offer the invocation according to the dictates of your own conscience. The invocation should be brief and succinct. To maintain a spirit of respect and ecumenism, the City Council respectfully requests that the invocation opportunity not be exploited as an effort to convert others to the particular faith of the invocation speaker, nor to disparage any faith or belief different than that of the invocation speaker or otherwise threaten damnation or denigrate nonbelievers.

On behalf of the City Council of the City of Port Orange, I thank you in advance for considering this invitation.

*Regards,
City Clerk or his/her designee*

4. As the invitation letter shall state, the respondents to the invitation shall be scheduled on a first-come, first-serve basis to deliver a brief and succinct invocation. All reasonable efforts shall be made to ensure that a variety of invocation speakers are scheduled for City Council meetings. Notwithstanding the preceding, no invocation speaker shall be scheduled to offer an invocation at consecutive meetings of the City Council, or at more than three (3) City Council meetings in any calendar year.
5. No member of the City Council, City employee or staff shall engage in any prior inquiry, review, or involvement in, the content of any invocation to be offered by an invocation speaker.
6. No member of the City Council, City employee or staff, or any other person in attendance at the meeting shall be required to participate in any opening invocation that is offered. An opportunity to exit the City Council Chambers and return upon completion of the opening invocation is afforded to those who do not wish to participate or witness the opening invocation. 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. Such invitation constitutes a general invitation that a person in attendance may stand if he/she wishes to do so for such observances.
7. The following statement shall be placed at the bottom of City Council meeting agendas:

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.

VI. CITY BOARD, COMMITTEE, COUNCIL AND AGENDA APPOINTMENTS.

A. All appointments to city boards, commissions, and committees whose members are not subject to appointment by other entities, and in accordance with any applicable restrictions by State Statute, shall be made in accordance with the following procedures:

1. All vacancies subject to appointment to such city boards, commissions, and committees shall be made on a nomination basis by each of the members of the City Council. This nomination shall be construed to be a Motion to Appoint. When more than one nominee has been identified for a single vacancy, voting may be conducted by written ballot which shall include the name of the Councilmember and the name of the nominee. Written ballots shall be read aloud into the record.
2. Roster lists and volunteer applications for City boards, commissions, and committees shall be established and maintained by the City Clerk's office.
3. Appointments for vacancies occurring on a board wherein the particular member has, for whatever reason, not fulfilled their entire term of membership on that particular board, commission, or committee, shall be to complete the unexpired term only, unless the unexpired term is for a period of time less than six (6) months. In that event, the appointed member shall then be allowed to serve the following full regular term without reappointment.

VII. DOCUMENTS

All documents, photographs or other materials submitted to the City Council for their consideration shall be maintained by the City Clerk in accordance with the public records law. Each presenter submitting such materials shall provide copies to each Councilmember, as well as the City Manager, City Attorney, and City Clerk.

VIII. CEREMONIAL GUIDELINES

Certificates of Achievement are ceremonial documents that recognize an individual's service or extraordinary achievement. They do not have any legislative value.

Prepared on appropriate paper that includes a watermark of the City Seal in the background, along with the *who* and *what* (the achievement) as supplied by the requestor and will be signed by the Mayor.

Proclamations are official City related announcements and/or public declarations issued by the Mayor. They are ceremonial in nature and do not have any legislative value. Below are examples of proclamations that have previously been issued upon request annually; however, some may not be requested every year others may be requested through this process, as well.

- Teacher of the Year – Multiple proclamations – January
- Human Trafficking – January
- Freemanville Day – February
- Sunshine Week – March
- Vietnam War Veterans Day – March
- Government Finance Professionals Week – March
- Child Abuse Prevention – April
- Arbor Day – April
- Water Conservation Month – April
- Municipal Clerk's Week - May
- Memorial Day – May
- American Cancer Society's Relay for Life - May
- Women's Lung Health Week – May
- Parks & Recreation Month - July
- Constitution Week – September
- Childhood Cancer Month – September
- Florida Government Week – October
- Domestic Abuse Month – October
- Breast Cancer Awareness Month – October
- Veterans Day – November
- Small Business Saturday – November
- Purple Heart – November

Proclamations are prepared on 8 ½ x 11 paper, be enclosed in a certificate holder, and include the following:

- *Whereas* clauses providing information that basically describe the five W's (who, what, when, where, and why)
- A *Now, Therefore Be It Resolved* clause proclaiming a specific event
- An execution date representing the date the Mayor signed the document or the date of the event
- Signature of the Mayor
- City Seal

Keys to the City are an honor bestowed by the City upon distinguished persons and honored guests of the City of Port Orange. It symbolizes outstanding civic contributions of the recipient and should be given out only in extraordinary circumstances.

The Key to the City is the City's most prestigious award and will only be used to recognize exceptional achievement or to bestow honor upon distinguished persons and honored

These ceremonial declarations are issued for the following reasons:

1. Recognition of action or service above and beyond the call of duty,
2. Recognition of extraordinary achievement,
3. Supporting actions that improve the quality of life of the Port Orange community, or
4. To raise public awareness of issues that directly affect the Port Orange community.

Request Process

An application form, maintained by the City Clerk's Office, for a Proclamation or Certificate of Achievement should be submitted to the City Clerk's Office at least ten (10) business days prior to the event, along with a sample proclamation. Individuals/organizations are encouraged to submit their request as early as possible. Applications received after the deadline will be prepared based upon staff availability. Requestors will be advised when issuance cannot occur by the event date.

The City Clerk, or his/her designee, will initially review all applications and forward to the City Manager for final approval. The City Manager can seek concurrence from the Mayor if there are concerns.

Receipt of Final Document

Individuals/organizations have several options for receiving the finalized document:

1. Proclamation/Certificate can be picked up from the City Clerk's Office/City Hall.
2. Presentation can occur prior to the start of any City Council Meeting/Workshop.
3. Presentation can occur at a regularly scheduled Council Meeting which may require additional information for agenda purposes.
4. Presentation can occur at an event sponsored by the individual/organization subject to the availability of the Mayor or a City Councilmember.

Coordination will be handled by the City Clerk's Office.

Media Coverage

The individual/organization requesting a proclamation or Certificate of Achievement will arrange for any and all media coverage. If media coverage is expected, the individual/organization shall notify the City's Public Information Officer in advance of the meeting.

Contact Information

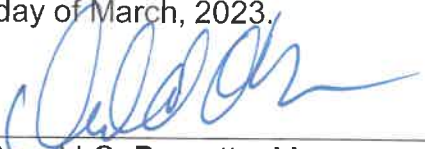
Mailing Address:	City Clerk's Office City of Port Orange 1000 City Center Circle Port Orange, FL 32129
Telephone:	386-506-5563
Email:	cityclerk@port-orange.org

IX. CITY MANAGER/CITY ATTORNEY ANNUAL REVIEW.

The City Council shall annually conduct a performance evaluation and salary review of the City Manager and City Attorney in accordance with their respective employment agreements.

Approved and adopted by the City Council of the City of Port Orange, Florida, at the Regular City Council Meeting held on the 21 day of March, 2023.




Donald O. Burnette, Mayor

ATTEST:


Robin L. Fenwick, MMC, City Clerk



CITY OF PORT ORANGE

CITY CLERK'S OFFICE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE (386) 506-5563

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III. LOCAL RULES.

- A. The following Local Rules of Procedure ("Local Rules") shall be applicable to the organization and conduct of business, as well as preparation and publication of agendas, of the City Council of the City of Port Orange, Florida. To the extent these Local Rules shall modify or conflict with the standard "Robert's Rules of Order" as adopted above, these Local Rules shall prevail to the extent of their conflict or inconsistency with "Robert's Rules of Order". The approval of these Local Rules shall take place at the first meeting held in January of each year, or as soon as possible thereafter.

- 1. Regular meetings of the City Council shall typically be held on the first and third Tuesdays of each month, with exceptions due to holidays and Port Orange municipal election dates, at 6:30 p.m. These meeting dates and times are subject to change as determined necessary by the City Council or to comply with the City's Charter. There shall be no regular City Council meeting on the date of a Port Orange municipal election.

A meeting that would otherwise have been scheduled for such date shall be held on the Wednesday immediately following the election at 6:30 p.m.

2. Workshops of the City Council shall be held as needed on the fourth Tuesday of each month at such time and place as set by Council or the City Manager. Every effort will be made to avoid the scheduling of workshops in the months of November and December. Workshops may also be scheduled at other times as determined necessary by the City Council or the City Manager.
3. All regular City Council meetings shall be held in the City Council Chambers at City Hall unless otherwise designated by the City Council. All City Council workshops will typically be held in the Second Floor Conference Room, Lakeside Community Center, the Adult Activity Center, or the Council Chambers at City Hall, as determined by the City Manager.
4. There may also be special meetings or workshops at such other times designated in advance by the City Council for the purposes of holding joint meetings with City boards, commissions, etc., to include receiving annual reports and presentations from the City's boards, committees, agencies and authorities, or for such other purposes as may be deemed necessary or desirable by the City Council.
5. Special meetings shall be called at the request of the Mayor or any two Councilmembers in accordance with the provisions of the City Charter and the Code of Ordinances.
6. Ex Parte Communication and Quasi-Judicial Proceedings shall be governed by City Council Resolution No. 00-65. At a minimum, all parties to a Quasi-Judicial Proceeding shall be entitled to the following:
 - a. An opportunity to call and examine witnesses, who shall be sworn;
 - b. An opportunity to introduce evidence;
 - c. An opportunity to cross examine witnesses; and
 - d. An opportunity to rebut evidence.
7. To the extent compatible with the conduct of business, all workshops shall be held on an informal basis. The applicability of the City's general rules shall not be strictly applied. Presentations made at workshop meetings shall be limited to twenty (20) minutes, unless the Council, by consensus, agrees to extend the time.
8. The City Manager shall be responsible for the organization and placement of items on the City Council Agenda; however, the Agenda and Agenda packets shall be prepared by the City Clerk. If the Council or any of its members wish to place an item on an agenda, any such request or inquiry shall be directed to the City Manager's office for disposition as opposed to any Councilmember contacting any City officer or employee who is subject to the direction and supervision of the City Manager.

9. With regard to the agenda for regular City Council meetings, the following shall apply:
 - a. To the extent possible, the City Administration shall group all matters by subject area and shall place as many items as possible on the consent portion of the agenda. Those items of a controversial nature or those that need an explanation will not be placed on the Consent Agenda.
 - b. The Consent Agenda shall be considered by Council only after the public has had an opportunity to comment on the items included. Should Council need further discussion to occur on a Consent Agenda Item, he/she may motion for the item to be pulled and discussed separately. Those items pulled will be discussed immediately following the Consent Agenda approval.
 - c. The agenda format shall generally be as follows: Call to Order; Invocation; Pledge of Allegiance; Roll Call; Recognition and Proclamations; Consent Agenda (to include Public Comments on Consent Agenda Items and Agenda Approval); Public Participation (Agenda); Public Participation (Non-Agenda); Council Comments; Special Reports; Board Appointments, Interviews, and Reports; Tabled Items; Public Hearings (to include second readings of ordinances); Regular Agenda, (to include first readings of ordinances); Additional Items from the City Attorney and the City Manager; and Council Committee reports. The agenda format is subject to change at the discretion of the City Manager or upon consensus of Council.
 - d. Any items received during the public participation (non-agenda) portion of the agenda may, at the discretion of the Council, be discussed by the City Council at the time of such presentation, may be directed to the City Manager for action or resolution by the Council or may be added to a subsequent meeting or workshop agenda if a member of the City Council so specifically requests.
 - e. Votes taken on ordinances and resolutions shall be by roll call and shall be recorded by the City Clerk. All roll call votes shall be in the order of District with District 1 voting first, District 2 voting second, and so on, with the Vice Mayor always voting fourth and the Mayor voting last.
 - f. Once a motion has been made, seconded, and voted upon, it is final, except that the Council may reconsider that matter at the same meeting at which the motion was voted upon or the immediate subsequent meeting. If reconsideration is requested for an immediate subsequent meeting, the Councilmember requesting reconsideration shall notify the City Clerk in advance of the meeting at which the reconsideration will take place and provide the reasons for requesting reconsideration to allow the City Clerk to include the request as part of the meeting agenda and properly notice the item to be reconsidered. The City Clerk shall consult with the City Attorney's Office to determine the sufficiency of notice to

interested parties. To reconsider a final vote of the City Council, a motion to reconsider shall be made by a member of the Council that voted on the prevailing side. The City Council shall establish for the public record the reasons that a reconsideration of the final vote was warranted.

- g. A motion made by a Councilmember to approve an item on the agenda or the consent agenda by reference to the agenda item number and/or the title of the agenda item shall automatically incorporate staff's recommended motion (as set forth in the agenda packet) unless a clear indication to the contrary is made on the record.

10. The City Council of the City of Port Orange is committed to maintaining civility in public and political discourse and encourages the public to do the same. To promote civil discourse and avoid a confrontational atmosphere, all comments by members of the Council, advisory board members, and/or the public should:

- a. Respect the right of all citizens in our community to hold different opinions;
- b. Avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours;
- c. Strive to understand differing perspectives;
- d. Be truthful, not accusatory, and avoid distortion; and
- e. Avoid violence, prejudice, and incivility towards citizens, employees, and officials of the City of Port Orange.

11. Cell phone ringers shall be disabled while a meeting or workshop is in progress.

IV. PUBLIC PARTICIPATION.

A. The City of Port Orange recognizes the statutorily created right of the public to be heard on propositions in front of City Council as set forth in Section 286.0114, Florida Statutes, and is committed to democratic, participatory local government. The following rules, guidelines, and procedures are intended to promote orderly conduct and defined methods for participation. The presiding officer shall have the authority to enforce these rules and may request the removal of any individual who has been warned of and persists with prohibited conduct.

1. General Rule

- a. Members of the public shall be given a reasonable opportunity to be heard on a proposition before City Council, subject to the rules, guidelines, and procedures set forth herein. The opportunity to be heard need not occur at the same meeting at which City Council takes official action on the proposition if the opportunity occurs at a meeting that is during the decision-making process and is within reasonable

proximity in time before the meeting at which City Council takes the official action.

b. Public participation is not required under the following circumstances:

- i. An official act must be taken to deal with an emergency situation affecting the public health, welfare, or safety, and public participation would cause an unreasonable delay in the ability of the City Council to act;
- ii. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- iii. A meeting that is exempt from s. 286.011, Florida Statutes; or
- iv. A meeting during which the board or commission is acting in a quasi-judicial capacity, unless otherwise provided by law.

2. Meeting Decorum and Conduct

- a. Individuals may only make comments from the podium, or such other reasonable accommodation, after being recognized by the presiding officer.
- b. Prior to commenting, individuals are required to clearly state their name and city of residence for the record in order to preserve an accurate public record reflected in the meeting minutes for future reference.
- c. All comments shall be directed to the presiding officer and shall not contain profane, aggressive or threatening language, or personal verbal attacks.
- d. Repetitive, redundant, or immaterial presentations or requests may be limited, and shall not resume unless authorized by a majority vote of the City Council.
- e. Comments shall be limited to the allotted times set forth herein, but additional comments may be submitted in writing to supplement and fully address any issue. The presiding officer shall have the discretion to provide additional time for a representative who can produce supporting documentation or evidence that he or she is authorized to speak on behalf of a group or faction comprised of five or more members of the public.
- f. Individuals attending a City Council meeting may choose to either hold a sign or place a sign along the rear wall of Council Chambers. Signs shall not be placed or held in any manner which obstructs the view of other audience members or obstructs access to or from Council Chambers. Signs shall not be waived or lighted in any manner that causes distraction to the Councilmembers or members of the

audience during a City Council meeting or workshop. Signs shall not be affixed to the walls or other surfaces within the meeting room.

3. Procedures and Guidelines for Public Participation

a. Public Participation – Non-Agenda

- i. The City Council allocates 20 minutes at each regularly scheduled City Council Meeting for members of the public who wish to appear before the City Council to make a request, voice a complaint or concern, express an opinion, or give recognition. Council may extend the allocated time by the majority vote of the Council.
- ii. Members of the public who wish to be heard shall complete a public participation form and provide the completed form to the City Clerk prior to the beginning of the meeting. Public participation forms shall be made available outside Council Chambers one hour prior to the meeting and in the City Clerk's Office during regular business hours. The City Clerk shall present all completed forms to the presiding officer prior to the beginning of the meeting.
- iii. The presiding officer shall divide the time allocated equally between all who have signed up to speak. Each individual shall be afforded no more than three minutes to speak unless such time is extended by a majority vote of City Council.
- iv. If an item brought forward under Public Participation – Non-Agenda requires a longer presentation by the presenter or will require staff research of materials, the item may be scheduled for a future City Council Meeting under Public Participation – Agenda if a member of City Council so specifically requests.

b. Public Participation – Agenda

- i. The City Council shall reserve a section of the agenda dedicated to hearing Public Participation items requiring more than three minutes to fully address.
- ii. Members of the public who wish to have their discussion item placed on the agenda shall file the request with the City Clerk at least three weeks in advance of the Council Meeting at which the item is to be heard. The request shall include the nature of the discussion and any supporting information to be considered.
- iii. The City Clerk shall forward a copy of the request and supporting information to the appropriate City Department(s) so that research may be conducted, and information may be provided by staff as part of the agenda item to assist City Council in making a decision.

- iv. Requests shall be forwarded to the appropriate City Advisory Board or Commission for recommendations to the City Council prior to placement on an agenda, when applicable.
 - v. Public Participation Agenda Items shall be considered in the following format:
 - 1. Presentation by requestor
 - 2. Questions of the requestor by City Council
 - 3. Presentation by City staff, if necessary
 - 4. Questions of City staff by City Council
 - 5. Public comments, if any action is to be taken by City Council
 - 6. Take action or provide direction, if necessary
 - vi. The requestor and City staff shall each be given 10 minutes to address the agenda item, unless extended by the majority vote of Council. Presentations shall be clear, concise, and to the point. Presentation materials shall be provided to the City Clerk at least 48 hours prior to the meeting date. The City Clerk will upload the presentation materials to the computer in Council Chambers. If action is to be taken by City Council, the public shall be afforded no more than three minutes each to speak.
- c. Public Hearings, Regular Agenda, and Consent Agenda Items
- i. Members of the public shall be given an opportunity to be heard on public hearing items and regular agenda items once the applicant has completed his or her presentation, the City Staff has completed its presentation on the issue, and interested parties, if any, have completed their presentation; and before a decision has been made by City Council.
 - ii. Members of the public who wish to be heard on a particular item listed on the agenda may choose to complete a public participation form and turn-in the completed form to the City Clerk in advance of the meeting or raise a hand and wait to be called-on when the presiding officer opens the floor to comments from the public.
 - iii. Applicant(s) and City Staff shall have as much time as necessary to make their presentation before the City Council. Each member of the public shall have no more than three minutes to be heard once recognized by the presiding officer.
- d. Submission of Petitions
- i. Petitions may be presented to Council during public participation at a meeting or by mailing or hand-delivering to the City Clerk.
 - ii. If the petition is presented at a meeting, the presenter shall present the petition to the presiding officer through the City Clerk along

with a brief overview of the reason for the petition. Such presentation shall be limited to three minutes.

- iii. If the petition is sent by mail or hand-delivered to the City Clerk, the petition shall provide the reason for the petition. Upon receipt of the petition, the City Clerk shall place the item on the agenda with a copy of the petition for the next available meeting for discussion.

V. OPENING INVOCATION

- A. It shall be the policy of the City Council that the procedures stated in this rule concerning opening invocation shall govern all official meetings of the City Council and that the members of the City Council and City staff shall adhere to these rules. These policies and procedures are not intended, shall not be implemented, and shall not be construed in any way to affiliate the City Council or the City with, nor express a preference for or against any faith, belief, opinion, religion, or denomination. Rather, these policies and procedures are intended to acknowledge and express the City Council respect for the diversity of religious denominations and faiths represented and practiced among the citizens of the City.
 1. After the Call to Order of all official meetings of the City Council an Opening Invocation as described herein shall occur. The opening invocation will occur and be completed during the opening, ceremonial portion of the City Council meeting and shall in no event occur, or be construed to occur, during the policymaking or legislative portions of the City Council meeting. If the selected speaker is absent or a selection cannot be made for any reason, the invocation will consist of a brief moment of silence.
 2. The opening invocation will be performed by a local volunteer selected in accordance with these rules. The local volunteer selected for leading the opening invocation shall be selected from a wide pool of local clergy as specified below, and he/she shall in no event receive compensation from the City for his/her participation or services. To ensure that such person is selected from among a wide pool of local clergy, on a rotating basis, the invocation speaker shall be selected according to the following procedure:
 - a. The City Clerk or his/her designee shall compile and maintain a database of the religious congregations with an established presence within the jurisdictional limits of the City of Port Orange and Volusia County.
 - b. The Congregation List shall be compiled by referencing the listings for "churches," "congregations," or other similar religious assemblies located within the jurisdictional limits of the City and Volusia County in the annual Yellow Pages telephone book(s) published for the City and Volusia County, research from the Internet, and/or consultation with local chambers of commerce. All religious congregations with an established presence within the jurisdictional limits of the City and

Volusia County are eligible to be, and shall be, included in the Congregation List. Any such congregation, entity, organization, or individual within the jurisdictional limits of the City and Volusia County not otherwise identified for participating may request inclusion on the Congregation List by written communication directed to the City Clerk that references the opening invocation. This policy is intended to be and shall be applied in a way that is all-inclusive of every diverse religious congregation within the jurisdictional limits of the City and Volusia County. The Congregation List is compiled and used for purposes of logistics, efficiency, and equal opportunity for all religious leaders within the jurisdictional limits of the City and Volusia County to choose whether to respond to the City Council's Invitation and participate. The City Clerk or his/her designee may not inquire into the faith, denomination, or other religious belief of the congregation before adding it to the Congregation List.

- c. The Congregation List shall also include the name and contact information of any religious congregation located outside the City and Volusia County, if such religious congregation is attended by a resident or residents of the City or Volusia County, and such resident requests the inclusion of said religious congregation by specific written communication to the City Clerk.
 - d. The Congregation List shall also include the name and contact information of any chaplain who may serve one or more of the fire departments or law enforcement agencies of the City and Volusia County.
 - e. The Congregations List shall be updated, by reasonable efforts of the City Clerk or his/her designee, on or about the month of July of each calendar year.
3. Within thirty (30) days of the effective date of this policy, and on or about May 1 of each calendar year thereafter, the City Clerk or his/her designee shall mail or email an invitation addressed to the religious leader, chaplain, minister, rabbi or similar, or other contact person of each congregation listed on the Congregations List. The invitation will comport with substantially the following form:

Dear Sir or Madam:

The City of Port Orange City Council makes it a policy to invite members of the clergy and other religious leaders having an established presence within the jurisdictional limits of the City of Port Orange and Volusia County to voluntarily offer an invocation before the beginning of its meetings for the benefit and blessing of the City Council. As the leader of one of the religious congregations with an established presence within the jurisdictional limits of the City and Volusia County, you are invited to offer this important service at an upcoming meeting of the City Council.

If you are willing to assist the City Council in this regard, please send a written reply at your earliest convenience to the City Clerk at the address included on this letterhead or via email at cityclerk@port-orange.org. Invocation speakers are scheduled on a first-come, first-serve basis. The dates of the City Council's scheduled meetings for the upcoming year are included below. If you have a preference among the date, please state that request in your written reply.

This opportunity is voluntary, and you are free to offer the invocation according to the dictates of your own conscience. The invocation should be brief and succinct. To maintain a spirit of respect and ecumenism, the City Council respectfully requests that the invocation opportunity not be exploited as an effort to convert others to the particular faith of the invocation speaker, nor to disparage any faith or belief different than that of the invocation speaker or otherwise threaten damnation or denigrate nonbelievers.

On behalf of the City Council of the City of Port Orange, I thank you in advance for considering this invitation.

*Regards,
City Clerk or his/her designee*

4. As the invitation letter shall state, the respondents to the invitation shall be scheduled on a first-come, first-serve basis to deliver a brief and succinct invocation. All reasonable efforts shall be made to ensure that a variety of invocation speakers are scheduled for City Council meetings. Notwithstanding the preceding, no invocation speaker shall be scheduled to offer an invocation at consecutive meetings of the City Council, or at more than three (3) City Council meetings in any calendar year.
5. No member of the City Council, City employee or staff shall engage in any prior inquiry, review, or involvement in, the content of any invocation to be offered by an invocation speaker.
6. No member of the City Council, City employee or staff, or any other person in attendance at the meeting shall be required to participate in any opening invocation that is offered. An opportunity to exit the City Council Chambers and return upon completion of the opening invocation is afforded to those who do not wish to participate or witness the opening invocation. 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. Such invitation constitutes a general invitation that a person in attendance may stand if he/she wishes to do so for such observances.
7. The following statement shall be placed at the bottom of City Council meeting agendas:

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.

VI. CITY BOARD, COMMITTEE, COUNCIL AND AGENDA APPOINTMENTS.

- A. All appointments to city boards, commissions, and committees whose members are not subject to appointment by other entities, and in accordance with any applicable restrictions by State Statute, shall be made in accordance with the following procedures:
1. All vacancies subject to appointment to such city boards, commissions, and committees shall be made on a nomination basis by each of the members of the City Council. This nomination shall be construed to be a Motion to Appoint. When more than one nominee has been identified for a single vacancy, voting may be conducted by written ballot which shall include the name of the Councilmember and the name of the nominee. Written ballots shall be read aloud into the record.
 2. Roster lists and volunteer applications for City boards, commissions, and committees shall be established and maintained by the City Clerk's office.
 3. Appointments for vacancies occurring on a board wherein the particular member has, for whatever reason, not fulfilled their entire term of membership on that particular board, commission, or committee, shall be to complete the unexpired term only, unless the unexpired term is for a period of time less than six (6) months. In that event, the appointed member shall then be allowed to serve the following full regular term without reappointment.

VII. DOCUMENTS

All documents, photographs or other materials submitted to the City Council for their consideration shall be maintained by the City Clerk in accordance with the public records law. Each presenter submitting such materials shall provide copies to each Councilmember, as well as the City Manager, City Attorney, and City Clerk.

VIII. CEREMONIAL GUIDELINES

Certificates of Achievement are ceremonial documents that recognize an individual's service or extraordinary achievement. They do not have any legislative value.

Prepared on appropriate paper that includes a watermark of the City Seal in the background, along with the *who* and *what* (the achievement) as supplied by the requestor and will be signed by the Mayor.

Proclamations are official City related announcements and/or public declarations issued by the Mayor. They are ceremonial in nature and do not have any legislative value. Below are examples of proclamations that have previously been issued upon request annually; however, some may not be requested every year others may be requested through this process, as well.

- Teacher of the Year – Multiple proclamations – January
- Human Trafficking – January
- Freemanville Day – February
- Sunshine Week – March
- Vietnam War Veterans Day – March
- Government Finance Professionals Week – March
- Child Abuse Prevention – April
- Arbor Day – April
- Water Conservation Month – April
- Municipal Clerk's Week - May
- Memorial Day – May
- American Cancer Society's Relay for Life - May
- Women's Lung Health Week – May
- Parks & Recreation Month - July
- Constitution Week – September
- Childhood Cancer Month – September
- Florida Government Week – October
- Domestic Abuse Month – October
- Breast Cancer Awareness Month – October
- Veterans Day – November
- Small Business Saturday – November
- Purple Heart – November

Proclamations are prepared on 8 ½ x 11 paper, be enclosed in a certificate holder, and include the following:

- *Whereas* clauses providing information that basically describe the five W's (who, what, when, where, and why)
- *A Now, Therefore Be It Resolved* clause proclaiming a specific event
- An execution date representing the date the Mayor signed the document or the date of the event
- Signature of the Mayor
- City Seal

Keys to the City are an honor bestowed by the City upon distinguished persons and

honored guests of the City of Port Orange. It symbolizes outstanding civic contributions of the recipient and should be given out only in extraordinary circumstances.

The Key to the City is the City's most prestigious award and will only be used to recognize exceptional achievement or to bestow honor upon distinguished persons and honored guests of the City of Port Orange.

These ceremonial declarations are issued for the following reasons:

1. Recognition of action or service above and beyond the call of duty,
2. Recognition of extraordinary achievement,
3. Supporting actions that improve the quality of life of the Port Orange community, or
4. To raise public awareness of issues that directly affect the Port Orange community.

Request Process

An application form, maintained by the City Clerk's Office, for a Proclamation or Certificate of Achievement should be submitted to the City Clerk's Office at least ten (10) business days prior to the event, along with a sample proclamation. Individuals/organizations are encouraged to submit their request as early as possible. Applications received after the deadline will be prepared based upon staff availability. Requestors will be advised when issuance cannot occur by the event date.

The City Clerk, or his/her designee, will initially review all applications and forward to the City Manager for final approval. The City Manager can seek concurrence from the Mayor if there are concerns.

Receipt of Final Document

Individuals/organizations have several options for receiving the finalized document:

1. Proclamation/Certificate can be picked up from the City Clerk's Office/City Hall.
2. Presentation can occur prior to the start of any City Council Meeting/Workshop.
3. Presentation can occur at a regularly scheduled Council Meeting which may require additional information for agenda purposes.
4. Presentation can occur at an event sponsored by the individual/organization subject to the availability of the Mayor or a City Councilmember.

Coordination will be handled by the City Clerk's Office.

Media Coverage

The individual/organization requesting a proclamation or Certificate of Achievement will arrange for any and all media coverage. If media coverage is expected, the individual/organization shall notify the City's Public Information Officer in advance of the meeting.

Contact Information

Mailing Address: City Clerk's Office

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Telephone: 386-506-5563
Email: cityclerk@port-orange.org

IX. CITY MANAGER/CITY ATTORNEY ANNUAL REVIEW.

The City Council shall annually conduct a performance evaluation and salary review of the City Manager and City Attorney in accordance with their respective employment agreements.

Approved and adopted by the City Council of the City of Port Orange, Florida, at the Regular City Council Meeting held on the ____ day of January, 2024.

Donald O. Burnette, Mayor

ATTEST:

Robin L. Fenwick, MMC, City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 1/9/2024

SUBJECT: (C14) Approval of City Fire Pumper Pull Charity Event

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve City Pumper Pull charity event at City Center Park and authorize the Mayor and City Clerk to execute any associated documents.

SUMMARY: Staff is requesting approval of a new pumper pull charity event at City Center Park on February 17, 2024. The event is open to the public and will include food trucks, a beer tent, and a pumper pull competition.

This event was conceived after the regular budget process when new programs are considered, so it must be brought to Council for consideration of the use of City services for the event. Staff does not expect the costs for personnel to exceed \$2,000. The International Association of Firefighters (IAFF) union will be responsible for obtaining the alcohol license and insurance for the event. All proceeds will benefit suicide prevention.

PRESENTER: Susan Lovallo

ATTACHMENTS:

Susan Lovallo	Created/Initiated - 12/15/2023
Susan Lovallo	Approved - 12/15/2023
John McKinney	Approved - 12/15/2023
Joe Wulfing	Approved - 12/17/2023
Matthew Jones	Approved - 12/22/2023
Wayne Clark	Approved - 12/28/2023
Tracee Cody	Final Approval - 12/29/2023



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 1/9/2024

SUBJECT: (C15) Resolution No. 24-01 – Easement Vacation - Lot 45 of Woodhaven Phase 2 (6418 Highfield Village Drive)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 24-01 to vacate a 2-foot by 15-foot Non-Vehicular Access Easement on Lot 45 of Woodhaven Phase 2 (6418 Highfield Village Drive).

SUMMARY: The Community Development Department has received an easement vacation application for the vacation of an existing Non-Vehicular Access Easement to accommodate the construction of a driveway. The property, Lot 45 of Woodhaven Phase 2, is located at 6418 Highfield Village Drive. There is a platted 2-foot wide by 15-foot long Non-Vehicular Access Easement along the front property line. The Non-Vehicular Access Easement on Lot 45 was initially required to prevent a driveway on Lot 45 from being built near the intersection of two roadways; however, the roadway design was revised, and the easement was no longer required, but the easement was inadvertently left on the plat when it was recorded. The applicant, Dick Smith, on behalf of the property owner, CC Woodhaven LLC, met with staff regarding the proposed easement vacation, and there was no staff objection to vacating the Non-Vehicular Access Easement.

The easement vacation application and legal description have been reviewed for completeness and accuracy. City departments have reviewed the application and have no outstanding concerns with the proposal to vacate the existing 2-foot wide by 15-foot long Non-Vehicular Access Easement along the front property line. No franchise utility company's rights to utility easements will be impacted by the vacation of the Non-Vehicular Access Easement. The easement area may be vacated, as described in the attached Exhibit "A".

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution No. 24-01 with exhibit	Resolution No. 24-01 with exhibit.pdf
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Margaret Tomlinson	Created/Initiated - 12/14/2023
Tim Burman	Approved - 12/14/2023
Shannon Balmer	Approved - 12/20/2023
Wayne Clark	Approved - 12/28/2023
Tracee Cody	Final Approval - 12/29/2023

RESOLUTION NO.24-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
VACATING A NON-VEHICULAR ACCESS EASEMENT
LOCATED ON LOT 45 OF WOODHAVEN PHASE 2
SUBDIVISION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, CC Woodhaven LLC, a Florida limited liability company, is the record property owner of 6418 Highfield Village Drive, Lot 45, Woodhaven – Phase 2 Subdivision, according to the Warranty Deeds recorded in Official Records Book 6800, Page 1658 and Official Records Book 6800 Page 2178, Public Records of Volusia County, Florida, and have applied for the vacation of a platted 2-foot wide by 15-foot long Non-Vehicular Access Easement located along a portion of the front property line of 6418 Highfield Village Drive, in connection with the construction of a driveway; and

WHEREAS, the applicant has complied with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has the power and authority to vacate publicly dedicated easements within the City limits under constitutional home rule powers and Chapters 166 and 177, Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has determined that the public's interest in that the easement to be vacated is not required in its present location, and that it is in the best interest and welfare of the City of Port Orange and the citizens thereof to vacate and abandon that portion of the drainage and utility easement as more particularly described on the attached **Exhibit "A."**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The interest of the public in the Non-Vehicular Access Easement depicted and described on the attached Exhibit "A," is hereby declared to be vacated and abandoned, and any right, title, and interest of the public in and to the attached easement hereby vacated are renounced and disclaimed. All other easements located within Lot 45, Woodhaven – Phase 2 Subdivision, according to Map Book 65, Page 97, Public Records, Volusia County, Florida, not previously vacated shall remain in full force and effect.

Section 2. By accepting this vacation of the Non-Vehicular Access Easement, the Property Owner accepts full and sole responsibility for any damage to any private improvements placed or constructed within the vacated area.

Section 3. This resolution shall become effective immediately upon recording of a certified copy of this resolution in the Public Records of Volusia County, Florida.

MAYOR DONALD O. BURNETTE

ATTEST

Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2024

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

SKETCH OF DESCRIPTION

EXHIBIT "A"

LOT 44

N 74°31'49" E 159.20'

LOT 45

S 74°31'49" W 159.20'

LOT 46

N 15°28'11" W 60.00'

5' IRRIGATION EASEMENT

29.20' DRAINAGE EASEMENT

TO BE VACATED
2.0' X 15.0'
NON-VEHICULAR
ACCESS EASEMENT

12' DRAINAGE &
UTILITY EASEMENT

R/W LINE

S 15°28'11" E 60.00'

R/W LINE

PT

ASPHALT PAVEMENT

HIGHFIELD VILLAGE DRIVE
(60' RIGHT OF WAY)

2" MARI CURB (TYPICAL)

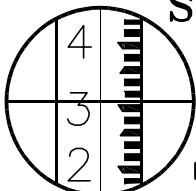
R/W LINE

30.00'
N 74°31'49" E 233.84'
S 15°28'11" E 324.67'

PC

PROJECT: 08635
CLIENT: ICI HOMES RESIDENTIAL HOLDING LLC

SCALE: N/A
DATE: 11-21-2023



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

LICENSED BUSINESS CERTIFICATION NUMBER 3019

www.sligerassociates.com

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LEGEND / ABBREVIATIONS

○	CHANGE IN DIRECTION
R/W	RIGHT OF WAY
⊕	CENTERLINE
△	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PCC	POINT OF COMPOUND CURVE
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVE

JOB NO. 23-1098

SHEET 1 OF 2

SKETCH OF DESCRIPTION EXHIBIT "A" continued.

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY. THIS IS A SKETCH OF DESCRIPTION.
2. BEARING STRUCTURE IS BASED ON PLAT BEARINGS ACCORDING TO MAP BOOK 65, PAGE(S) 97-114, HAVING A BEARING OF N74°31'49"E ALONG THE NORTHERLY LINE OF LOT 45.
3. THIS SKETCH IS BASED SURVEY INFORMATION PREPARED BY THIS FIRM, JOB NUMBER 23-1098 FOR ICI HOMES RESIDENTIAL HOLDING LLC.
4. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THIS DESCRIPTION HAS BEEN CREATED BY SLIGER & ASSOCIATES INC., PER CLIENT REQUEST.
6. THIS SKETCH IS A SET AND IS NOT VALID WITHOUT ALL SHEETS INCLUDING SHEETS 1 THROUGH 2

DESCRIPTION:

LEGAL DESCRIPTION: (BY SURVEYOR)

TO VACATE A PORTION OF AN NON-VEHICULAR ACCESS EASEMENT BEING THE NORTH 15.00 FEET OF THE EASTERLY 2.00 FEET OF THE FOLLOWING DESCRIBED PARCEL; LOT 45, WOODHAVEN PHASE 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 65, PAGES 97 THROUGH 114, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THIS SKETCH OF DESCRIPTION IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

CERTIFIED TO:

ICI HOMES RESIDENTIAL HOLDING LLC

I HEREBY CERTIFY THAT THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

JEFFREY S. HATTENDORF P.S.M. NO. 6193

PROJECT: 08635
CLIENT: ICI HOMES RESIDENTIAL HOLDING LLC

SCALE: N/A
DATE: 11/21/2023

JOB NO. 23-1098 SHEET 2 OF 2



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 1/9/2024

SUBJECT: (C16) Approval of Mutual Aid Agreement (MAA) adding the City of Ormond Beach to the Southeast Volusia Regional Special Weapons and Tactics Team

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve the Mutual Aid Agreement (MAA) adding the City of Ormond Beach to the Southeast Volusia Regional Special Weapons and Tactics Team, and authorizing the Chief of Police and City Manager to execute the same.

SUMMARY: In 2021, the Cities of Port Orange, Daytona Beach Shores, Edgewater, New Smyrna Beach, and South Daytona (collectively referred to herein as the “Cities”) formed the Southeast Volusia Regional (SEVR) SWAT Team by entering into a Mutual Aid Agreement (MAA) to share specific law enforcement services and resources. The SEVR SWAT Mutual Aid Agreement allows the Cities to adequately respond to: (1) Intensive law enforcement situations including, but not limited to, emergencies as defined in Section 252.34, Florida Statutes; and (2) Exceptional situations, circumstances and events requiring personnel with special skills, training and equipment. The Cities have the authority under Section 23.12 through Section 23.127, et seq., Florida Statutes, the “Florida Mutual Aid Act,” to enter into a combined mutual aid agreement for law enforcement service which: (1) Provides for rendering of assistance in a law enforcement emergency, as defined in Section 252.34, Florida Statutes; and (2) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. Since its inception, the SEVR SWAT TEAM has been comprised of highly dedicated law enforcement personnel from each of the Cities that possess special skills, training and equipment. As such, SEVR SWAT has the capability to respond to exceptional situations, circumstances, and events requiring action by the team.

In 2023, the City of Ormond Beach expressed interest in joining the SEVR SWAT Team which brings additional personnel and resources. After discussion with the partnering agencies, the Cities agreed to add the City of Ormond Beach to the SEVR SWAT Mutual Aid Agreement. The attached Mutual Aid Agreement has been reviewed and executed by all the partnering agencies, and is awaiting final approval by the City of Port Orange.

This item has no budgetary impact as the POPD SWAT program is already accounted for in the FY24 budget.

PRESENTER: Manuel Marino

ATTACHMENTS:

Manuel Marino	Created/Initiated - 12/18/2023
Manuel Marino	Approved - 12/19/2023
Matthew Jones	Approved - 12/22/2023
Wayne Clark	Approved - 12/28/2023
Tracee Cody	Final Approval - 12/29/2023



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 1/9/2024

SUBJECT: (G19) Discussion on Utility Billing Mail Surcharge

DEPARTMENT: Council

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: N/A

SUMMARY: At the December 5 Council meeting and at the request of Councilmember Grubbs, Staff was directed to place an item on the January 9 agenda to discuss the possibility of adding a surcharge for utility customers receiving a mailed paper copy of their utility bill. The city has approximately 29,000 utility customers. Of those, more than 15,400 bills are mailed to our customers at an annual cost of about \$165,000 or \$0.89 per customer per month. The remaining customers receive their utility bill via email at an annual processing cost of approximately \$9,900 or \$0.06 per customer per month.

As discussed in December, this surcharge would be applied to those customers who elect to receive a monthly paper copy mailed to them. The surcharge would not be applied to customers who receive the monthly utility bill via electronic means.

For those customers that require assistance with setting up electronic mail, staff would be available for assistance.

PRESENTER: Tracy Grubbs

ATTACHMENTS:

Tracee Cody
John McKinney
Wayne Clark
Tracee Cody

Created/Initiated - 12/5/2023
Approved - 12/13/2023
Approved - 1/4/2024
Final Approval - 1/4/2024



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 1/9/2024

SUBJECT: (G20) Table Sponsorship for the Mayor's Gala presented by First Step Shelter

DEPARTMENT: Council

GOAL: 3 - Quality of Life

RECOMMENDED MOTION:

SUMMARY: At the December 12 City Council meeting, Mayor Burnette requested an item be added for Council to consider sponsoring a table at the Second Annual Mayor's Gala presented by First Step Shelter. The cost to sponsor a table is \$1,000 and includes eight tickets to the event being held on February 3, 2024.

PRESENTER: Donald Burnette

ATTACHMENTS:

John McKinney
Wayne Clark
Tracee Cody

Created/Initiated - 12/19/2023
Approved - 12/28/2023
Final Approval - 12/29/2023
